



Number: AB210011
 Date Issued: November 30, 2020
 Purchasing Contact: Anup Kapur
 Phone: (609) 771-2859
 Email: kapura@tcnj.edu
 Requesting Department: Office of Facilities
 Management
 Fiscal Year: 2021

Bids will be due on **December 18, 2020 at 2 p.m.**

Important: This bid must be received at or before the opening time and date stated above.
 Late bids will not be accepted. Return bid to:

The College of New Jersey
Office of Finance & Business Services, Purchasing Dept.
Administrative Services Building, Room 201
2000 Pennington Road
P.O. Box 7718
Ewing, New Jersey 08628-0718
609-771-2495

PURPOSE AND INTENT OF BID:

Solicit bids for a vendor to provide Supplemental Cleaning Services to The College of New Jersey.

INSTRUCTIONS TO VENDORS FOR COMPLETING THIS BID

1. Read the entire bid, including all terms and conditions and specifications.
2. All prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit and/or total prices must be initialed by the vendor.
3. **THIS BID IS TO BE SIGNED BELOW (LINE 18).**
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided.
5. Address all inquiries and correspondence to the buyer at the email, phone or address shown above.
6. All communication during the bid process shall be directed to the Purchasing Department only.
7. All instructions must be followed and signatures must be provided for bid to be accepted.

MANDATORY TO BE COMPLETED BY THE VENDOR

8. Payment discount terms: _____
9. Prices quoted are firm through issuance of contract until the following date _____
10. Your Federal I.D. Number (FEIN): _____
11. Company Name: _____
12. Vendor telephone number: _____
13. Vendor fax number: _____
14. Print Name: _____
15. Email Address: _____
16. Title: _____
17. Date: _____

18. ORIGINAL SIGNATURE OF VENDOR (MUST BE SIGNED)

Signature of the vendor attests that the vendor has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for bid unless otherwise stated in writing and submitted with the bid.

PRE-BID CONFERENCE / ON-SITE INSPECTION IS NOT REQUIRED



AB210011

November 25, 2020

Please place the following advertisement in the Legal Section of Classified Advertising. Please ensure that the invoice and Affidavit for this advertisement is prepared and forwarded to The College of New Jersey, Office of Purchasing, Administrative Services Building, Room 201, P.O. Box 7718, Ewing, NJ 08628-0718.

To be published on **November 30, 2020**. Contact person regarding placement of ad is **Anup Kapur** (609) 771-2859.

ADVERTISEMENT FOR BIDS

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18A, The College of New Jersey is soliciting proposals for a firm to provide Supplemental Cleaning Services (**AB210011**).

The College will accept sealed bids until **2:00 p.m., December 18, 2020** at the Office of Finance & Business Services, The College of New Jersey, 2000 Pennington Road, Administrative Services Building, Room 201, Ewing, NJ 08628-0718, at which time the proposals will be publicly opened and read. Copies of the bid documents may be obtained via our website (<https://bids.tcnj.edu/home/goods-and-services/>)

The College seeks to limit exposure/spread of the Coronavirus (COVID19) by limiting external visitors to campus. Participants planning to attend the bid opening should follow the safety guidelines recommended by the CDC and abide by any and all Executive Order(s) pertaining to safety precautions required as a result of COVID-19.

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27).

**The College of New Jersey
The Office of Finance & Business Services, Department of Purchasing
Administrative Services Building, Room 201
2000 Pennington Road
P.O. Box 7718
Ewing, New Jersey 08628-0718**

1) **PURPOSE AND INTENT:**

- a) The purpose of this Request for Bid (SOLICITATION) is to secure a vendor to provide Supplemental Cleaning Services to the College.
- b) The College will award the contract within sixty (60) days from the date of the bid opening. The College, pursuant to State College Contracts Law, reserves the right to reject all bids. In the event that bids are rejected, the College may elect to seek new bids for this contract.
- c) The College retains the right to award contracts to two or more vendors in accordance with law.
- d) The College retains the right to waive minor informalities or non-material exceptions in a bid in accordance with applicable law.

2) **DEFINITIONS:**

- a) **Addendum** – Written clarification or revision to this SOLICITATION issued by The College of New Jersey Purchasing Department
- b) **Bid** – Response submitted by a vendor in response to a Request for Bid
- c) **Contract** – This SOLICITATION, any addendum to this SOLICITATION, and the vendor's bid submitted in response to this SOLICITATION, as accepted by the College
- d) **Contractor** – The vendor(s) awarded a contract resulting from this SOLICITATION
- e) **May** – Denotes that which is permissible but not mandatory
- f) **Shall** or **Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a bid as materially non-responsive
- g) **State** – State of New Jersey
- h) **Should** – Denotes that which is recommended but not mandatory
- i) **The College** or **College** or **TCNJ** – The College of New Jersey
- j) **The Institution(s)** – Any of higher education institution within the State of New Jersey
- k) **Vendor** – An individual or business entity submitting a bid in response to this SOLICITATION
- l) **SOLICITATION or Request for Bid** – Document outlining a Statement of Work, specifications, etc., inviting potential vendors to submit a bid to provide such products and/or services.

3) **BID PREPARATION AND SUBMISSION**

Questions:

All questions must be submitted in writing via email (kapura@tcnj.edu) to Anup Kapur, Finance & Business Services, The College of New Jersey, no later than **December 4, 2020 by 4 p.m.**

Should any questions be received, an addendum will be placed in the newspaper and the addendum will be posted on the Office of Finance & Business Services website (www.tcnj.edu/~budfin/) no later than **December 8, 2020 Any and all such addenda MUST be attached to each vendor's bid with its submission.**

ORAL PRESENTATION: Prior to award of contract, vendors who submit a Bid in response to this SOLICITATION may be required to give an oral presentation of their Bid if the College so desires. This may provide an opportunity for the vendor to clarify or elaborate on the Bid. The College will schedule the time and location of these presentations.

Submission:

Each vendor submitting a bid shall deliver or cause to be delivered the required elements of the bid package, sealed in an envelope and clearly marked as a bid with the bid number affixed thereto, to:

**THE COLLEGE OF NEW JERSEY
The Office of Finance & Business Services, Department of Purchasing
Administrative Services Building, Room 201
2000 Pennington Road
P.O. Box 7718
Ewing, New Jersey 08628-0718**

Bid Opening: Friday, December 18, 2020 at 2:00 p.m.

The College seeks to limit exposure/spread of the Coronavirus (COVID-19) by limiting external visitors to campus. Participants planning to attend a site visit and bid opening should follow the safety guidelines recommended by the CDC and abide by any and all Executive Order(s) pertaining to safety precautions required as a result of COVID-19.

Signature:

The cover page of the SOLICITATION, with lines 8 through 18 completed, **must be signed by an authorized officer of the vendor** and returned with the Bid. Failure to comply with this requirement or failure to provide all requested data, price schedules, signatures, etc. will result in rejection of the Bid.

Vendors shall submit one (1) hard copy of their bid and one (1) digital copy of their bid on a flash drive

Addenda:

All addenda to this SOLICITATION will become part of the SOLICITATION and part of any contract awarded as a result of this SOLICITATION.

Cost Liability:

The College assumes no responsibility and bears no liability for costs incurred by a vendor in the preparation and submittal of a Bid in response to this SOLICITATION.

Contents of Bid:

Vendors must submit a written bid that addresses each of the scope of work elements set forth in the Statement of Work in Section 7 of this SOLICITATION.

Subsequent to SOLICITATION opening, all information submitted by vendors in response to the SOLICITATION is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and common law.

A vendor may designate specific information as not subject to disclosure when the vendor has a good faith legal/factual basis for such assertion. The College reserves the right to make the determination and will advise the vendor accordingly. The location in the Bid of any such designation should be clearly stated in a cover letter. The College will not honor any attempt by a vendor either to designate its entire Bid as proprietary and/or to claim copyright protection for its entire Bid.

By signing this SOLICITATION response, the vendor waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to the College and cooperative purchasing partners and thus have to be made public to allow eligible purchasing entities access to the pricing information.

All bids, with the exception of information determined by the College or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can contact The College of New Jersey Purchasing Department to inspect bids received in response to this SOLICITATION.

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller (OSC) is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on a State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website). Accordingly, the OSC will post a copy of the Contract, including the winning vendor's Bid and other related Contract documents for the above Contract on the GDRO Transparency Website.

Pricing:

All pricing shall be computed per the Statement of Work and submitted on the Pricing Exhibit, available for download.

The State Building Service Contract Act, N.J.S.A. 34:11-56.60, provides that the following must be included in a contract: Every contract to furnish building services for any property or premises owned or leased by the State shall contain a provision stating the prevailing wage for building services rates that are applicable to the workers employed in the performance of the contract and shall contain a stipulation that those workers shall be paid not less than the indicated prevailing wage for building services rates. The contract shall provide for annual adjustments of the prevailing wage for building services during the term of the contract, and shall provide that if it is found that any worker employed by the contractor or any subcontractor covered by the contract, has been paid less than the required prevailing wage, the State Treasurer may terminate the contractor or subcontractor's right to proceed with the work, and the contractor and his sureties shall be liable to the State for any excess costs occasioned by the termination.

Prevailing wage rates can be found on <https://nj.gov/labor/wagehour/wagerate/CurrentWageRates.html> for Mercer County and available for download.

Energy Star energy efficient products: On April 22, 2006, Governor Jon Corzine signed Executive Order #11 stating that the New Jersey State government should assume a leadership role in promoting the efficient use of energy and natural resources in the interest of long-term protection and enhancement of our State's natural beauty. To meet this requirement, vendors, including designs by architects and engineers, shall provide pricing for Energy Star energy efficient products when applicable. For products that do not have ENERGY STAR labels, vendors shall follow guidelines established by the New Jersey Clean Energy Program and/or requirements set forth in Executive Order #11.

Substitutions

The vendors may include in their Bid substitute materials or equipment or methods in lieu of those specified in the SOLICITATION documents. However, any substitution must be equal in type, function and quality to the item required in the specifications.

No vendor is allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendors must determine for themselves which to offer. This may be cause for automatic rejection of Bid.

Multiple Bids Not Allowed

No vendor is allowed to submit more than one Bid from an individual, vendor, partnership, corporation or association under the same or different name. This may be cause for automatic rejection of each Bid.

Bid Withdrawal:

A vendor may request that its Bid be withdrawn prior to Bid opening. Such request must be made in writing to The College Executive Director of Procurement Services. If the request is granted, the vendor may submit a revised Bid as long as the Bid is received prior to the announced date and time for Bid opening and at the place designated.

Submitted Bids shall be valid for period of (60) days to allow for sufficient time for Bid evaluation and contract award.

Mandatory Submittals:

Documents/submissions that must be provided **WITH** the Bid submission:

- All issued addenda
- Non-Collusion Statement
- Statement of Ownership Disclosure
- Disclosure of Investment in Iran
- Source Disclosure Certification: For all procurements that are “primarily” for services, the vendor must comply with N.J.S.A. 52:34-13.2 (also known as Executive Order 129) and file a source disclosure certification with the agency. It is the College’s responsibility to determine if the vendor complies with N.J.S.A. 52:34-13.2. In order to be in compliance, all services provided to the College, must be performed within the United States.
- ~~BID SECURITY AND STATEMENT OF SURETY: If requested in the SOLICITATION, the vendor’s must provide a bid bond and a statement of surety with the bid bid.~~
- ~~THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE If the SOLICITATION is for a public works project, the vendor shall submit with the bid the vendor’s Public Work Contractor Registration Act Certificate. Failure to submit a copy of the certificate may be cause for rejection of the bid.~~
- Vendor Qualification Sheet

Documents/Submissions that must be provided before contract award:

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

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

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

During the course of Contract performance:

- (1) the Contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the Contractor with a valid proof of business registration.
- (2) the Contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the Contractor and any subcontractor providing goods or performing services under the Contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

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

- **AFFIRMATIVE ACTION:** The vendor is required to submit a copy of Employee Information or a copy of Federal Letter of Approval verifying that the vendor is operating under a federally approved or sanctioned Affirmative Action program. If the vendor has neither document of Affirmative Action evidence, then the vendor must complete the attached Affirmative Action Employee Information Report (AA-302). See the SOLICITATION attachment titled Affirmative Action.
- Vendor W-9.

- **CERTIFICATE OF INSURANCE:** The vendor is required to submit proof of liability insurance in accordance with the College's Terms and Conditions. See attachment titled Terms and Conditions.
- **P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:**
 - In order for your bid to be accepted and deemed valid, your company/vendor will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Ch. 51 and EO 117, the forms for Certification and Disclosure. The Contract that will be generated based on this SOLICITATION cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.
- All applicable licenses, certificates, and requirements specified in the Statement of Work, contract documents and specifications.

4) SPECIAL CONTRACTUAL TERMS AND CONDITIONS

- a) Contract administration: The Contractor will coordinate all work schedules with the Office of Facilities once the Contract is awarded.
- b) Term of Contract shall commence on January 2, 2020 and shall not exceed thirty-six (36) months.
- c) Bids will include shipping F.O.B. Destination.
- d) The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
- e) The Contractor must comply with the delivery date as specified in the contract. Failure to comply may result in the termination of the Contract.
- ~~f) All deliveries will be made during regular working hours, 8:30 a.m. to 4:30 p.m. Monday through Friday. Changes thereto must be granted with written approval by the College.~~
- g) The Contractor will be responsible for the delivery of products in first-class condition at the point of delivery and in accordance with good commercial practices.
- h) Order of Precedence: The contract awarded as a result of this SOLICITATION shall consist of this SOLICITATION, any addenda to this SOLICITATION, the College's Standard Terms and Conditions (including its Rider for Purchases Funded, In Whole or In Part, By Federal Funds), the Contractor's Bid and the Notice of Award. Unless specifically stated in this SOLICITATION, the Special Contractual Terms and Conditions of the SOLICITATION and addenda take precedence over the College's Standard Terms and Conditions.
- ~~i) CONTRACT TRANSITION: In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration of the contract.~~
- j) Contractor will be required to comply with the Equal Employment Opportunity and Affirmative Action requirements promulgated by the State Treasurer pursuant to P.L. 1975, c.127, which are set forth at N.J.A.C. 17:27.
- k) Record Retention: Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

5) BID EVALUATION:

Evaluation committee - Bids may be evaluated by a committee composed of members of the institution Unit/Department responsible for managing the service, the institution's Purchasing Department and other institution employees.

Bids will be judged according to the following criteria:

- a) Experience of the vendor in the commodity and/or services being proposed.
- b) The ability of the vendor to efficiently, accurately, and successfully perform the required services essential to the Contract. The vendor's performance history with regards to these services will be used in the evaluating whether or not to award the Contract to that vendor.
- c) A vendor's written response to all specification requirements in the Statement of Work in sufficient detail for the evaluator(s) to analyze the bid and make sound judgments about it.
- d) Price. The College of New Jersey reserves the right to evaluate price(s) and award contracts to the responsible vendor whose bid, conforming to the SOLICITATION, is determined to be most advantageous to the College, price and other factors considered. Vendors should submit prices exactly as instructed. The College reserves the right to request all vendors to explain the method used to arrive at any or all prices. The College reserves the right to require vendors to provide a schedule of values of their bid price upon request. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between unit price and extended price and the vendor's intention is not readily discernible from other parts of the bid, the Executive Director of Procurement Services may seek clarification from the vendor to ascertain the true intent of the bid.

6) BEST AND FINAL OFFER (BAFO):

The College of New Jersey reserves the right, at any time prior to the award of a Contract and for any reason, to request and consider "best and final" bids from one or more of the vendors who have submitted a bid. The number of vendors allowed to submit "best and finals" and the scope of the "best and finals" shall be determined solely by The College of New Jersey. No vendors have a right to submit a "best and final."

TCNJ Supplemental Cleaning Services

Statement of Work

The Statement of Work is comprised of three (3) sections: Section 1: Scope of Work; Section 2: Cleaning Specification and Section 3: Green Cleaning Policy.

Section 1: Scope of Work

1.1 Included Building List

The specifications for the supplemental cleaning services are presented in a performance-based framework, to allow for a clear and concise understanding of TCNJ's requirements. The term of the Contract shall be January 2, 2021 through June 30, 2021, to provide supplemental cleaning services at the following buildings:

Academic Building	Net Cleanable SQFT
Brower Student Center	59,221
Education Building	67,935
Trenton Hall	25,045
Social Sciences Building	51,019
TCNJ Library	111,198
Totals	314,418

In addition to the performance-based criteria described in Section 1.2, the Cleaning Specification contained in Section 2 outlines industry best-practices to ensure a healthy and safe environment for the people who visit, live, learn or work in TCNJ's facilities.

1.2 Performance-Based Criteria and KPIs

QUALITY ASSURANCE

The intent of the College is to establish a performance-based Contract including Key Performance Indicators (KPI's) as a means of measuring performance.

During the term of this Contract, the Contractor shall utilize the Smart Inspect™ web-based quality system to conduct ongoing quality inspections and data uploads for each of the buildings serviced; each floor of every building included in the Contract must be inspected each month. TCNJ reserves the right to change the building inspection square footage and/or frequency requirement.

The Contractor will be provided with access to the Smart Inspect web-based auditing platform. The cost

of the platform is included as a line item in the Pricing Exhibit. Contractor must purchase or have access to one smartphone or tablet (Apple or Android or equal) mobile device for its inspectors.

Third-Party Inspections

During the term of this Contract, a third-party consultant may conduct periodic quality inspections and data uploads using the Smart Inspect™ quality system. Failure to reach the minimum shall be considered non-performance.

Glossary of Quality Terms

The performance-based expectation level shall utilize an “item” and “attribute” framework. See helpful glossary of terms below:

- Item: The object being inspected. Example: restroom fixtures, chairs, doors, trash can, etc. are all individual items.
- Attribute: An item’s characteristic after cleaning. An item is considered “Acceptable” (clean) if it does not have one of the following characteristics resulting from a deficient cleaning process (deficiencies).

Common cleaning deficiencies are defined as follows:

Buildup: any accumulation of soil, alkaline deposits, cleaning agents or floor finish, necessitating interim or restorative cleaning procedures

Cobweb: any spider web or web-like structure containing dust or other organic material

Debris: any litter, garbage, rubbish, rubble, loose food, leaves, paper, cigarette butts, trash, or waste

Disorganized: messy, not arranged in an orderly manner

Dull: lacking a shine or luster

Dust: any loose extra-fine particles of dust, dirt, or sand

Filled, Over: accumulation beyond acceptable levels

Filled, Under: depletion beyond acceptable levels

Fingerprints/Handprints: recognizable human handprints or fingerprints

Graffiti: unauthorized drawing, writing or defacement on a public surface

Gum: a variety of chewy or sticky substances including chewing gum, licorice, or candy

Malodor: odor identified as unpleasant

Non-operational: not currently operating as intended

Scuff: removable nicks, scuffs, black marks, and heel marks

Soil: any removable dirt, film, grime, mud, grease, oil, food, sand, footprints, smears, smudges

Spot: any localized or singularly occurring removable spill, dirt, grime, mud, grease, oil, food, liquid, water spots, splashes, smears, and smudges

Streak: observable striation caused by a cleaning procedure

Maintaining a Quality Success Percentage of 85% or better

During the term of this Contract, the Contractor is required to maintain a quality success percentage (QSP)

of 85% (relating to the quality system).

A QSP score shall be defined as the score that results from dividing the total acceptable items (i.e. items that meet the appearance criteria as stated in Specifications) into the total number of items inspected. For example, if an auditor inspects 1,000 items and 850 of those items are deemed to be acceptable (free of dust, debris, spots, etc.), then the resulting QSP is 85%.

Failure to reach the minimum score (85%) for any individual building included in the Contract shall be considered non-compliance. In instances where the Contractor fails to meet the minimum score of 85%, the contractor shall correct deficient items and reinspect the non-compliant building within seven (7) days of initial failure.

Corrective Action Plan

The Contractor shall provide a corrective action plan after each month's cleaning quality inspection to remedy deficiencies.

Non-Compliance

Non-compliance is defined as:

- 1) Failure to conduct the required monthly inspection of all buildings
- 2) Failure to obtain the defined minimum QSP score for any individual building
- 3) Failure to meet other terms and conditions of the Contract

1) Failure to conduct the required monthly inspection

The Contractor has the primary responsibility to schedule and coordinate joint monthly inspections with a member of the TCNJ site team, using the Smart Inspect quality platform. A cross section of each floor of each facility must be inspected and uploaded each month. Inspectors shall randomly select a variety of areas throughout the included facilities, but shall always include the main entrance, lobby, restrooms and elevators, major classroom, or auditorium areas,, as applicable, plus any other primary high visibility/high usage areas. It is recommended that the quality inspection be spread throughout the month, rather than performing the entire inspection on one day.

Failure to conduct the required monthly quality inspections and uploads will be deemed as the equivalent of failing to meet the prescribed QSP score.

2) Failure to obtain the defined minimum QSP Score

During the term of this Contract, the Contractor is required to maintain a quality success percentage (QSP) of 85%. In instances where the contractor fails to meet the minimum score of 85% the contractor shall correct deficient items and reinspect the non-compliant building within seven (7) days of initial failure.

3) Failure to meet other terms and conditions of the Contract

The Contractor also agrees to the other terms and conditions as described in the Contract.

Emergency Response Consideration

TCNJ understands that the Contractor, at times, is required to reassign staff to respond to an emergency. In these cases, the area that had the reduced available staffing shall not be inspected for two days in order to give the Contractor an opportunity to perform the required cleaning of the area or facility impacted by the emergency.

Team Approach

TCNJ views its relationship with the Contractor as a team relationship. Therefore, the Contractor shall be invited to accompany both TCNJ and/or a third-party auditor during any quality inspection.

Summary of Quality Assurance KPIs:

- #1:** Contractor shall schedule and conduct ongoing quality inspections of each floor of each facility each month, using the Smart Inspect App
- #2:** The overall monthly Quality Success Percentage (QSP) score must be at least 85%
- #3:** Contractor shall meet all other custodial-related requirements as stated in the Contract

1.3 Account Management

TCNJ reserves the right to ask for team member changes at any time. Prior to contract award, TCNJ reserves the right to ask the Contractor for its proposed supervisory staff (names, résumés, references, etc.). Contractor shall put in place an account management team that will have the responsibility to manage all areas within the scope of this Contract. This account team shall consist of (but may not be limited to) the individuals designated below.

Account Manager(s)

- Is available 24 hours, 7 days a week (as appropriate)
- Responds to emergencies within one hour
- Has ultimate responsibility for all activities within the TCNJ account
- Functions as the primary contact with the TCNJ managers and other key personnel as identified
- Institutes escalation procedures necessary to meet the service and quality requirements outside the standard terms of the Contract
- Visits TCNJ facilities as appropriate
- Coordinates TCNJ's requirements within the Contractor's organization consistent with TCNJ needs and quality expectations
- Updates the TCNJ managers on potential changes in products, services, and enhancements to the current program
- Provides TCNJ managers information on resources, educational opportunities, and industry trends
- Assists TCNJ managers on other program requirements as directed
- Immediately resolves any issues or problems discovered as a result of the inspection
- Interfaces with students and faculty on a regular basis regarding special requests and recent cleaning issues or problems
- Reviews the custodial work order report to ensure that all issues, requests, and deficiencies have

been resolved. Prepare a work list to ensure that occupant complaints/issues, special projects, and any other outstanding issues/tasks are completed satisfactorily

- Is present during Business Reviews, submit KPI's and oversee the corrective action program

Supervisor(s)

- Should TCNJ desire, the account manager and supervisors shall make themselves available during non-business hours for a joint floor, area, building inspection or conference. The supervisors will maintain records of all items brought to their attention, either through complaints or inspections and take the necessary action to correct them
- Coordinates and acknowledges all activities
- Complete inspection tours to ensure customer complaints, special projects, and periodic maintenance are completed satisfactorily
- Review schedule for routine assignments
- Upon completion of employee's assignments, makes sure employee signs out at the proper time and turns in security badge and keys. At this time, each employee is to report any special problems encountered in their respective areas
- Acts as a key interface with facility management designee(s)
- Coordinates and tracks all activities ensuring compliance to agreed-upon schedules, requirements, and quality expectations
- Coordinates all corrective activity
- Performs quality inspections
- Responds to calls within 10 minutes during regularly scheduled working hours, and within 4 hours off-shift
- Performs regular inventory checks to maintain adequate paper product supply levels
- Ensures each Contractor employee assigned to service TCNJ understands his or her daily assignments, placing special emphasis on periodic maintenance, occupant complaints and special project assignments

Additionally, Contractor's regional and/or area management team shall maintain a regular presence in the facilities, offering support to the onsite team, quality inspections and on- site meetings.

1.4 Reporting

The Contractor must provide various management reports to TCNJ. The reports specified below represent the minimum reporting requirements.

Daily

- Communicate all events and issues to designated TCNJ personnel, including attendance, injuries, damages (i.e.: missing items/furniture, broken furniture, torn carpets, stair treads, etc.), security, building intruders, etc. The employees of the Contractor shall be responsible to immediately notify security of any inappropriate or illegal activities that they witness while on site.

Monthly

- Quality inspection scores, including:
 - Overall monthly average score (KPI)
 - Monthly average score by facility
 - Corrective action plans and follow-up results
 - Quality trend reports
 - Note: Smart Inspect automatically generates monthly quality inspection data and reports
- Staffing reports, comparing budgeted vs. actual full-time equivalent (FTE) employees

1.5 Problem Resolution

Contractor shall remedy any unsatisfactorily performed or missed service(s) that have occurred. Where performance of a task(s) has been deemed by TCNJ's management team to have been performed unsatisfactorily, or missed, Contractor shall perform such task(s) to a satisfactory completion within twenty-four (24) hours of notice, at no additional charge to TCNJ.

1.6 Contractor Personnel

The names and addresses of all Contractor employees shall be provided to TCNJ prior to the start of work and immediately if changes in staffing occur.

The personnel employed by the Contractor shall be capable employees, trained and qualified in custodial and related work. All personnel will receive close and continuing first- line supervision by the Contractor. Contractor personnel shall sign in and out every day. The sign in/out sheet shall be made available to TCNJ upon request.

Contractor employees must wear identifiable uniforms (must be approved by TCNJ) and name tags (must include the Contractor's name, the employee's full name and the employee's picture included); Contractor employees must also wear proper Personal Protective Equipment (PPE) at all times where applicable. Contractor shall supply all uniforms and PPE.

Personnel will be expected to interact with TCNJ clients and employees in a friendly and courteous manner. Personnel will not engage in inappropriate conduct such as borrowing money from TCNJ employees, using available telephones for personal calls, arguing over controversial subjects, conducting outside business at TCNJ locations, using TCNJ equipment or supplies for personal reasons or to satisfy the requirements of this Contract, or taking TCNJ materials, equipment or supplies, including those belonging to employees, for any reason. Employees will not accept gifts or gratuities from anyone for any reason. TCNJ has the right to remove any personnel from its location at its judgment.

In addition, at times special circumstances may arise in which TCNJ would require the Contractor's employee's responsibilities to change for a short period of time. This could result in the employee performing a function not normally within his/her job description. Contractor must ensure that employees are flexible to be able to respond to special circumstances as they arise.

Contractor agrees that absenteeism of its employees shall not be an excuse for work not performed. In the

event an employee of Contractor is sick or absent (or if there is a vacancy in the position), Contractor shall supply an adequate, trained, and uniformed replacement at no additional cost to TCNJ.

1.7 Training

Contractor shall ensure that staff has received appropriate training for all services described herein. Training programs are to be approved by TCNJ. Evidence of training must be provided upon request of TCNJ. The training shall include, but is not be limited to:

- Environmental Health and Safety (EHS) training
- Cleaning for health, proper disinfection procedures, and pandemic response training
- Blood-borne pathogen training
- Asbestos awareness training
- Appropriate chemical “hazard” communication training
- Workplace safety training, including proper usage of PPE
- Orientation to the area(s) being serviced
- Green Cleaning training

Contractor shall provide all training at no additional cost to TCNJ. Contractor shall provide evidence of initial training, as well as refresher training, at the discretion of TCNJ. Contractor shall provide *at least eight hours* of training for each custodian.

1.8 Paper Products / Consumables / Trash Liners

Contractor is not responsible to purchase consumable products, paper products and trash liner supplies; however, Contractor shall assist with maintaining adequate inventory levels as required at each facility.

1.9 Chemicals

Contractor shall be responsible for providing all cleaning chemicals and supplies, to be included in the overall fixed price.

Contractor will comply with all OSHA requirements and maintain the appropriate Safety Data Sheets (SDS) wherever it stores chemicals at each TCNJ facility. The Contractor will also provide the TCNJ managers composite manuals on all SDS. The SDS should be kept current. Upon request, the Contractor shall submit a written list of all supplies with attached SDS intended for use in the facility. All chemicals and supplies brought on-site by Contractor must be properly labeled and stored according to OSHA regulations. All cleaning products and supplies shall meet the green cleaning requirements stated in the Green Cleaning Policy. Cleaning supplies and chemicals shall be discussed during the annual contractor review meeting, to include topics such as reporting, cost reduction, supply distribution, usage, standardization, and green cleaning.

In no event shall materials be of a type, or used in quantities or by methods, that will damage the scope of work or equipment or that will cause any increase of premiums for the insurance of the facility or premises, or any part.

TCNJ reserves the right to request reports and data that would indicate if the Contractor is meeting the

above requirements for the purchase of chemicals and supplies. These reports shall show a breakout of sustainable/non-sustainable products.

1.10 Equipment

Contractor shall be responsible for providing and maintaining all equipment and related items for TCNJ; Contractor shall begin Contract with like-new equipment included in the fixed price. "Like-new" equipment is equipment whose appearance, function, life expectancy and technology are equivalent to brand-new models of the same types of equipment and is not more than two years old. Equipment is to be well maintained and checked periodically for safety hazards. Contractor shall be responsible for all repairs, including repairs that result from misuse or negligence. Gas power equipment may not be stored inside any building. All equipment is to be stored safely and out-of-sight in the appropriate designated area(s) when Contractor's personnel have completed their task.

1.11 Green Cleaning

To demonstrate its commitment to sustainable greening of its facilities, TCNJ strongly encourages a comprehensive green cleaning program to the extent possible. TCNJ requires that the Contractor perform green cleaning in accordance with the program listed in the Green Cleaning Policy exhibit, which is a comprehensive green cleaning program that reflects the most recent criteria in USGBC's LEED system. Additionally, upon request, the Contractor shall submit reports or data indicating supply, equipment, and other compliance with green cleaning protocol.

1.12 Security

Contractor shall perform its standard employment screening at no additional cost to TCNJ (including criminal background investigation). Contractor shall perform a criminal background investigation on any Contractor personnel who performs services for TCNJ within four weeks before beginning an assignment at TCNJ, and shall certify to TCNJ that no such personnel has any criminal background that would render such personnel not bondable as an employee according to customary bond underwriting criteria. TCNJ reserves the right to review these records.

Contractor represents and warrants that all Contractor employees designated to perform services at TCNJ are either citizens or legally eligible to work in the United States. Contractor shall utilize E-Verify or similar services to verify this requirement is met. Contractor also represents and warrants that it has and will comply with all applicable immigration laws and regulations.

Contractor will be responsible for turning off all lights and securing all prescribed interior doors and exterior entrances upon completion of work assignments.

Contractor will remove any Contractor personnel from assignment at TCNJ that are deemed by TCNJ to be unsatisfactory for any reason.

1.13 Language Requirements

All Supervisors must be able to speak, read and write fluent English to communicate with building occupants and respond to emergencies or safety concerns immediately. Additionally, all day porters must

be able to speak and read fluent English.

1.14 Work Rules

Employees of Contractor shall not disturb papers or personal effects on desks, open drawers, or cabinets, use telephone, radio or television sets, or tamper with other personal or TCNJ property. Additionally, the Contractor shall require employees to adhere to (but may not be limited to) the following work rules:

- Turn off lights upon completion of cleaning operations
- Minimum lights will be used in the process of cleaning
- Do not read or remove any materials left on desks, file cabinets, etc.
- Do not remove anything from the building which is personal or TCNJ facility
- Do not smoke in the buildings
- Do not use telephones or computers for personal calls
- Do not open drawers, doors, etc. of office furniture
- Do not consume alcoholic beverages or other drugs on the job or report to work under the influence of alcohol or drugs
- Do not operate or tamper with any office machines or equipment
- Wear proper attire
- Security check doors and windows
- Do not enter any off-limit areas
- All keys for custodial personnel, including the supervisor's, will be kept in a secure location. Contractor is responsible for any costs or liability incurred because of their loss or misuse
Contractor's personnel shall leave the premises with all perimeter doors locked upon leaving the building. Contractor will leave all office doors, conference room doors, kitchen doors, storage doors, etc. in the condition specified

1.15 Porters

Regardless of the proposed cleaning schedule (day cleaning or night cleaning), Contractor must provide adequate staffing to perform the "policing" tasks in the cleaning specification. Contractor must also provide adequate employee coverage to respond to any emergencies as they arise (Monday through Friday during normal hours of operation), as well as special requests from designated TCNJ representatives.

Contractor employees shall be assigned to perform portering duties such as policing the restrooms, elevators, break rooms, entrances, food areas and exterior areas and work as directed. The personnel may also be required to perform special services and events at the direction of TCNJ employees, including the prompt response and clean-up necessitated by emergencies if necessary. Porter services shall be required during the regular business hours or as TCNJ may request them. These requirements shall be considered part of the total proposal of cost.

1.16 Right to Request Certified Payroll

TCNJ reserves the right to request that a certified payroll be maintained and submitted upon request.

1.17 Scheduling of Cleaning

The Contractor shall implement a staffing plan that best accomplishes the cleaning requirements as stated in the SOW. Contractor may utilize day cleaning, night cleaning or a hybrid approach, with justification based on its experience and industry best-practices and approval from TCNJ.

Current hours of operation and staffing are shown in the table below:

Building	Hours of operation	Staffing levels*
BSC	7am - Midnight	2 building attendants (BA) 8am-4:30pm 2 BAs rotating through 4:30pm-1am
Library	7am - Midnight with extended study area open until 2am	3 BAs 4:30am-1pm and 1 BA 8am-4:30pm 1BA rotating through 4:30pm -1am
Trenton Hall	Always open with Swipe entry	2 BAs 4:30am-1pm
Education	Always open with Swipe entry	3 BAs 4:30am-1pm
Social Sciences	Always open with Swipe entry	3 BAs 4:30am-1pm

*BA = Building Attendant

Additional hours may be requested as needed based on hourly rates provided in the Miscellaneous tab of the Pricing Exhibit.

1.18 Bio-Hazard Services and Pandemic Response

The Contractor shall perform all duties with adequately trained staff, equipped with PPE, and with proper PPE procedures in place to complete cleaning and disinfecting services of bio-hazard incidents and other outbreaks of highly communicable diseases. This is to include, but is not limited to blood spills, vomit and other bodily fluids/waste, flu season and pandemic response. Contractor shall have the ability to perform immediate pandemic response (including complete disinfection services for suspected or confirmed cases of highly communicable diseases, including COVID-19), including use and supply of electrostatic sprayers, other supplies, and related PPE.

Biohazard and pandemic response services shall be conducted in accordance with current OSHA, CDC, EPA and TCNJ standards. Disposal of the contaminated materials associated with these cleanings will be conducted in accordance with current OSHA and DOT standards and regulations.

1.19 Extra Services

It is imperative that the Contractor adequately provide coverage for events, construction cleanup and extra services at the included buildings when requested by TCNJ. The Contractor shall support the events and perform extra services per TCNJ's instructions, which may include set-ups, tear downs, pre-cleaning, mid-event cleaning and post-event clean-up activities, sometimes on very short notice.

For event-related services that require extra labor above and beyond the base staff, Contractor shall invoice based on the pre-established all-inclusive hourly price for extra work (included in the Pricing Exhibit). This hourly rate only applies to events and extra services that require *overtime* or *extra* labor hours.

1.20 Communication

Contractor shall provide smartphones and/or Wi-Fi tablets for the account manager(s) and supervisor(s).

1.21 Adding Facilities, Employees and Changes to Cleaning Specifications

At the sole discretion of TCNJ, facilities not included in this SOW, additional staffing, or services may be added to or removed from the scope of this Contract. The following shall apply in these instances:

- **Adding or removing facility(ies).** If an entire facility is added to the Contract, the Contractor shall be required to submit a formal proposal and full-disclosure pricing sheet that specifies the proposed staffing levels and cost. TCNJ will compare the proposed price per square foot against the price per square foot of similar, current facilities contained in the Pricing Exhibit for validation. If an entire facility is removed from the Contract, the Contractor shall be required to reduce its pricing to reflect the new square footage at the price per square foot indicated in the Pricing Exhibit. The Contractor shall be given at least fourteen (14) calendar days advance notice before the area requirements of this Contract are increased or decreased.
- **Adding or removing employees.** If an additional porter, custodian, working lead, supervisor or other worker is added or removed from the Contract, the rates in the Miscellaneous Pricing Exhibit shall be utilized to make the appropriate upward or downward adjustment.
- **Changes to required services due to construction, renovation, and/or updates.** In the event of construction, renovation, and/or updates TCNJ reserves the right to redefine the cleaning specifications when a space or facility changes meaningfully in square footage, surface type, usage, etc. TCNJ and the Contractor shall discuss the changes to the Cleaning Specification (Section 2) and reach an accord on the necessary reduction in labor hours appropriate to satisfy the requirements of the revised cleaning specifications. TCNJ shall receive a credit (applied to its monthly custodial invoice) equal to the total number of labor hours removed to compensate for the service requirement reductions in the revised cleaning specification. TCNJ shall notify the Contractor of upcoming construction, renovation, and/or updates at least twenty-eight (28) calendar days prior to a requested TCNJ cleaning specification revision.

1.22 Square Footage Adjustments

Within the Pricing Exhibit the Contractor shall include a “Price to Add or Remove Square Feet” (shown as a price per square foot) for space that is added or removed from the contract (must be a minimum of 10,000 square feet to apply). This price per square foot shall be multiplied against that month’s vacant or added square footage to determine the monthly credit or addition applied to the total invoice value.

Should a facility permanently change its full occupancy square footage (via a renovation or addition, for example), the overall base price shall be adjusted based on the original proposed price per square foot (not including day porter costs). TCNJ reserves the right to negotiate price adjustments via other methods as well, according to TCNJ’s sole discretion.

1.23 Mat Cleaning

Interior and exterior matting shall be cleaned as required. Mats requiring replacement shall be brought to the attention of TCNJ.

1.24 Perimeter Glass

Cleaning of perimeter glass shall not be included in the base Contract, except for door glass and adjacent entrance glass/lobby, as well as interior glass, as indicated in the TCNJ Cleaning Specification.

1.25 Waste Removal

All wastepaper/wet trash shall be removed from the facility each night and deposited in the appropriate waste container/compactor in such a manner as to allow the trash contractor to pick it up.

All appropriate paper products, cardboard and other materials designated by TCNJ will be separated nightly and deposited into the appropriate recycling containers.

Security officers shall have the right to stop Contractor's personnel to check all waste removal to provide a deterrent to theft.

1.26 Subcontractors

All services shall be self-performed. Subcontracting is prohibited without prior written approval from TCNJ.

1.27 On-Call Coverage

Contractor must provide twenty-four (24) hours per day, seven (7) days per week on- call custodial coverage to respond to TCNJ public health and sanitation emergencies. On- call custodial coverage hours beyond the hours included in the base pricing shall be billed at the time and materials rate as specified in the pricing workbook on the Miscellaneous Pricing tab.

1.28 Snow and Ice Removal

Re-direct custodial teams to perform snow and ice removal during inclement weather (15 feet from all entrances and egresses). Provide additional labor, when necessary, and invoice based on the pre-established all-inclusive hourly price for extra work (included in the Pricing Exhibit). This hourly rate only applies to services that require *overtime* or *extra* labor hours. All snow equipment and supplies paid for and provided by TCNJ.

1.29 TCNJ Work Order System

TCNJ currently utilizes the SchoolDude work order management system but is planning to implement a new work order system FAMIS effective November 1, 2020. TCNJ strongly encourages the Contractor to utilize the TCNJ preferred work order management system as well. Contractor may propose an alternate work order system if it believes an alternative program would be more advantageous for TCNJ.

1.30 Supplies and Equipment Storage

Contractor shall be responsible for receiving all its custodial supplies, equipment, and materials, delivered to the campus and shall store all aforementioned items properly and safely in the appropriate designated storage areas.

TCNJ Supplemental Cleaning Services

Cleaning Specification

Section 2: Cleaning Specification

This Cleaning Specification for TCNJ has been put into a framework which allows for a clear and concise understanding of the various TCNJ requirements.

Used in conjunction with the scope of work and green cleaning requirements, these specifications include industry best-practices to ensure a healthy and safe environment for the people who visit, live, learn, or work in TCNJ facilities.

The TCNJ Cleaning Specification is based on a five-day-per-week service schedule. Weekend duties are specially noted where applicable.

Also note that TCNJ observes certain state holidays. Cleaning service is not provided on these holidays, unless if authorized and paid for by TCNJ.

Common Touchpoint Cleaning and Disinfecting

<u>Task Description</u>	<u>Frequency</u>
Per the CDC guidelines and using the correct PPE, processes and supplies, clean and disinfect all common and high touchpoints including: door handles / knobs, glass touchpoints, railings, levers, fountains, button panels, faucets, appliances, vending machines, restroom fixture handles, dispensers, light switches, tables, and counters, in both common and tenant spaces. Personal workstations and desks are not included. Disinfectant must be on EPA approved List N for effectiveness against COVID-19.	Daily

Admin / Conference / Event

<u>Task Description</u>	<u>Frequency</u>
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	Daily
Dust mop floors with microfiber or other approved dust mop.	Daily
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Spot mop floors to remove visible dirt and spills.	4x / Weekly
Vacuum carpeted traffic lanes and spot vacuum personal workspaces.	4x / Weekly
Dust areas above shoulder level and below knee level.	Weekly
Dust furniture and spot clean all horizontal and vertical surfaces.	Weekly
Spot clean interior partition and door glass.	Weekly
Clean dry eraser board.	Weekly
Fully vacuum all carpeted areas from wall to wall.	Weekly
Damp mop floors to remove dirt and spills.	Weekly
Burnish finished floor; restore as required.	Bi-Weekly
Damp wipe trash containers to remove soil and stains.	Monthly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Quarterly
Dust window treatments including horizontal and vertical blinds.	Quarterly

Break / Pantry / Lounge / Game

<u>Task Description</u>	<u>Frequency</u>
Police break / lounge areas twice daily to spot clean, remove trash, and pick up debris.	Daily
Refill paper towel and soap dispensers to maintain desired product levels.	Daily
Empty break room trash; replace liners and tie-off at corners, clean obvious food, and spills from exterior of trash container.	Daily
Dust and damp wipe horizontal and vertical break room, lounge, and kitchenette surfaces including appliances, sinks and furniture. Refill dispenser as needed.	Daily
Dust mop floors with microfiber or other approved dust mop.	Daily
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Spot vacuum carpets to remove visible dirt, dust, and debris.	4x / Weekly
Spot mop floors to remove visible dirt and spills.	4x / Weekly
Damp mop floors to remove dirt and spills.	Weekly
Fully vacuum all carpeted areas from wall to wall.	Weekly
Burnish finished floor; restore as required.	Bi-Weekly
Wash trash containers to remove soil and stains.	Monthly
Dust areas above shoulder level and below knee level.	Monthly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Quarterly
Dust window treatments including horizontal and vertical blinds.	Quarterly
Dust light fixtures to remove exterior dust and cobwebs	Semiannually

Class and Lab Areas

<u>Task Description</u>	<u>Frequency</u>
Refill paper towel and soap dispensers to maintain desired product levels.	4x / Weekly
Police classroom for litter and debris, spot clean.	4x / Weekly
Dust mop floors with microfiber or other approved dust mop.	4x / Weekly
Spot clean carpet using approved carpet spotting equipment and supplies.	4x / Weekly
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	4x / Weekly
Clean dry eraser board.	4x / Weekly
Erase chalk board and wash.	4x / Weekly
Spot clean walls, desks, light switches, and door handles	3x / Weekly
Spot mop floors to remove visible dirt and spills.	3x / Weekly
Spot vacuum carpets to remove visible dirt, dust, and debris.	3x / Weekly
Empty pencil sharpeners and return.	3x / Monthly
Dust and spot clean furniture and all horizontal and vertical surfaces, including desks.	3x / Monthly
Damp mop floors to remove dirt and spills.	3x / Monthly
Fully vacuum all carpeted areas from wall to wall.	3x / Monthly
Dust areas above shoulder level and below knee level.	Monthly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Monthly
Wash trash containers to remove soil and stains.	Quarterly
Dust window treatments including horizontal and vertical blinds.	Quarterly

Computer / Radio Studio

<u>Task Description</u>	<u>Frequency</u>
Empty general and recyclable trash; replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	Daily
Dust mop floors with a water-based chemically treated dust mop.	Daily
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Fully vacuum all carpeted areas from wall to wall.	Daily
Spot mop floors to remove visible dirt and spills.	4x / Weekly
Using a backpack, spot vacuum carpets to remove visible dirt, dust, and debris.	4x / Weekly
Damp mop floors to remove dirt and spills.	Weekly
Damp wipe trash containers to remove soil and stains.	Monthly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Quarterly
Dust light fixtures to remove exterior dust and cobwebs.	Semiannually

Corridor / Hallway

<u>Task Description</u>	<u>Frequency</u>
Clean and polish drinking fountains.	Daily
Empty general trash; replace liners.	Daily

Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Dust mop corridor or open areas with microfiber dust mop.	Daily
Vacuum corridor carpets.	Daily
Spot mop floors to remove visible dirt and spills.	4x / Weekly
Damp mop or autoscrub to remove soils due to inclement weather tracking	4x / Weekly
January-March	
Dust corridor furniture, spot clean all horizontal and vertical surfaces including interior and door glass.	Weekly
Dust areas above shoulder level and below knee level.	Weekly
Damp mop or autoscrub to remove soils.	Weekly
Burnish finished floor; restore as required.	Bi-Weekly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Quarterly
Dust window treatments including horizontal and vertical blinds.	Quarterly
Damp wipe light fixture exteriors to remove stains, dust, and cobwebs.	Semiannually

Custodial Closets

<u>Task Description</u>	<u>Frequency</u>
Clean custodial room sinks and floors, organize shelves and inspect equipment.	Daily
Wash trash containers to remove soil and stains.	Monthly
Damp wipe air vents to remove dust, soil, and cobwebs.	Quarterly

Dining / Serving / Food Court

<u>Task Description</u>	<u>Frequency</u>
Police food service areas twice daily to spot clean, remove trash, and pick up debris.	2x / Daily
Clean tabletops in dining area using approved spray cleaner.	Daily
Dust furniture and spot clean all horizontal and vertical surfaces.	Daily
Dust mop floors with microfiber or other approved dust mop.	Daily
Empty cafeteria trash; replace liners and tie-off at corners, clean obvious food from exterior of containers.	Daily
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Damp mop or autoscrub to remove soils.	Daily
Fully vacuum all carpeted areas from wall to wall.	Daily
Burnish finished floor; restore as required.	Bi-Weekly
Wash trash containers to remove soil and stains.	Monthly
Dust areas above shoulder level and below knee level.	Monthly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Quarterly
Dust window treatments including horizontal and vertical blinds.	Quarterly
Damp wipe light fixture exteriors to remove stains, dust, and cobwebs.	Semiannually

Elevator

<u>Task Description</u>	<u>Frequency</u>
Carpeted elevator - Clean elevator walls, doors, carpets, ceiling, and stainless steel.	Daily
Hard surface elevator - Clean elevator walls, doors, hard surface floors, ceiling and stainless steel.	Daily
Tiled elevator - Clean elevator walls, doors, tile floors, ceiling, and stainless steel.	Daily
Vacuum elevator track.	Weekly
Damp wipe light fixture exteriors to remove stains, dust, and cobwebs.	Semiannually

Entrances & Lobbies

<u>Task Description</u>	<u>Frequency</u>
Clean door glass and other adjacent glass areas.	Daily
Dust furniture and spot clean all horizontal and vertical surfaces.	Daily
Police, sweep or vacuum entrance and immediate exterior, empty and remove trash, empty urns.	Daily
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	Daily
Dust mop floors with microfiber or other approved dust mop.	Daily
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Vacuum carpeted matting at or near entrance doors.	Daily
Damp mop floors to remove dirt and spills.	Daily
Fully vacuum all carpeted areas from wall to wall including edges.	Daily
Sanitize telephone receivers.	Weekly
Dust areas above shoulder level and below knee level.	Weekly
Burnish finished floor; restore as required.	Bi-Weekly
Damp wipe trash containers to remove soil and stains.	Monthly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Quarterly
Dust window treatments including horizontal and vertical blinds.	Quarterly
Damp wipe or vacuum light fixtures to remove dust, bugs, etc.	Semiannually
Wash trash containers to remove soil and stains.	Semiannually

Exterior Areas

<u>Task Description</u>	<u>Frequency</u>
Police exterior areas to remove litter.	Daily
Empty exterior trash, replace liners and tie-off at corners, clean obvious food from exterior of containers.	Daily
Machine sweep using walk-behind sweeper.	Weekly
Damp wipe trash containers to remove soil and stains.	Monthly

Laundry

<u>Task Description</u>	<u>Frequency</u>
Empty general trash: replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	Daily
Dust mop floors with a water-based chemically treated dust mop.	Daily
Spot mop floors to remove visible dirt and spills.	4x / Weekly
Damp mop floors to remove dirt and spills.	Weekly
Dust furniture and spot clean all horizontal and vertical surfaces.	Weekly
Dust areas above shoulder level and below knee level.	Weekly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Quarterly
Damp wipe light fixture exteriors to remove stains, dust, and cobwebs.	Semiannually
Wash trash containers to remove soil and stains.	Semiannually

Library Space / Gallery

<u>Task Description</u>	<u>Frequency</u>
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	Daily
Police library spaces for litter and debris; spot clean where needed.	Daily
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Dust mop floors with microfiber or other approved dust mop.	Daily
Spot clean walls, furniture, light switches, and door handles. Remove debris and gross soils from study carrels.	4x / Weekly
Spot mop floors to remove visible dirt and spills.	4x / Weekly
Spot vacuum carpets to remove visible dirt, dust, and debris.	4x / Weekly
Dust furniture and spot clean all horizontal and vertical surfaces.	Weekly
Damp mop floors to remove dirt and spills.	Weekly
Fully vacuum all carpeted areas from wall to wall.	Weekly
Dust areas above shoulder level and below knee level.	Monthly
Apply restorer and burnish tile floors.	Monthly
Wash trash containers to remove soil and stains.	Quarterly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Quarterly
Dust window treatments including horizontal and vertical blinds.	Quarterly
Damp wipe light fixture exteriors to remove stains, dust, and cobwebs.	Semiannually

Management-Directed Services

<u>Task Description</u>	<u>Frequency</u>
Provide support services for building activities including event set-up and tear down, security and safety assistance and all other support services as directed by building management	Daily

Medical / Mother's Room

<u>Task Description</u>	<u>Frequency</u>
Dust mop floors with microfiber or other approved dust mop.	Daily
Using an approved disinfectant, damp mop floors.	Daily
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	Daily
Dust furniture and spot clean with disinfectant all horizontal and vertical surfaces	Daily
Sanitize telephone receivers.	Daily
Clean sink using approved cleaner, refill dispensers, paper, and soap.	Daily
Wash trash containers to remove soil and stains.	Monthly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Monthly
Dust areas above shoulder level and below knee level.	Monthly
Dust window treatments including horizontal and vertical blinds.	Quarterly
Dust light fixtures to remove exterior dust and cobwebs.	Semiannually

Offices, General

<u>Task Description</u>	<u>Frequency</u>
Centralized trash locations to be emptied as required.	Daily
Dust mop floors with microfiber or other approved dust mop.	2x / Weekly
Empty general and recyclable trash; replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	Weekly
Fully vacuum all carpeted areas from wall to wall.	Weekly
Damp mop floors to remove dirt and spills.	Weekly
Dust areas above shoulder level and below knee level.	Monthly
Dust furniture and spot clean all horizontal and vertical surfaces.	Monthly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Quarterly
Dust window treatments including horizontal and vertical blinds.	Quarterly
Wash trash containers to remove soil and stains.	Semiannually

Print / Mail / Copy

<u>Task Description</u>	<u>Frequency</u>
Empty general and recyclable trash; replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	Daily
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Dust mop floors with a water-based chemically treated dust mop.	Daily
Spot mop floors to remove visible dirt and spills.	4x / Weekly
Using a backpack, spot vacuum carpets to remove visible dirt, dust, and debris.	4x / Weekly
Dust furniture and spot clean all horizontal and vertical surfaces.	Weekly
Dust areas above shoulder level and below knee level.	Weekly
Spot clean telephones and sanitize receivers.	Weekly

Fully vacuum all carpeted areas from wall to wall.	Weekly
Damp mop floors to remove dirt and spills.	Weekly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Quarterly
Dust window treatments including horizontal and vertical blinds.	Quarterly
Dust light fixtures to remove exterior dust and cobwebs.	Semiannually
Damp wipe trash containers to remove soil and stains.	Semiannually

Restroom / Locker / Shower

<u>Task Description</u>	<u>Frequency</u>
Police restrooms. Remove debris; spot clean fixtures, mirrors, and floors; replenish supplies.	Daily
Fully vacuum all carpeted areas from wall to wall.	Daily
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Police and spot clean shower walls, fixtures, and other surfaces.	Daily
Perform all daily cleaning procedures; apply disinfectant to all fixtures, refill/clean dispensers, collect trash/replace liners, spot clean mirrors, walls, horizontal surfaces, and partitions, wipe fixtures clean, dust mop / mop floors with disinfectant.	Daily
Clean and disinfect shower walls, fixtures, and other surfaces.	Daily
Dust and spot clean exterior of lockers.	Weekly
Completely damp wipe restroom partitions including high/low areas with disinfectant cleaner.	Weekly
Machine scrub restroom floors with germicidal cleaning product.	Monthly
Wash trash containers to remove soil and stains.	Monthly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Monthly
Wash locker exteriors only.	Quarterly
Wash restroom walls with disinfectant cleaner.	Quarterly
Damp wipe light fixture exteriors to remove stains, dust, and cobwebs.	Semiannually

Retail Areas

<u>Task Description</u>	<u>Frequency</u>
Spot clean mirrors to remove fingerprints and smudges.	Daily
Dust mop floors with a water-based chemically treated dust mop.	Daily
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Using a backpack, spot vacuum carpets to remove visible dirt, dust, and debris.	4x / Weekly
Spot mop floors to remove visible dirt and spills.	4x / Weekly
Fully vacuum all carpeted areas from wall to wall.	Weekly
Damp mop or autoscrub to remove soils.	Weekly
Damp wipe trash containers to remove soil and stains.	Semiannually

Shop Areas

<u>Task Description</u>	<u>Frequency</u>
Empty plant trash containers and remove to designated location.	Daily
Fully vacuum all carpeted areas from wall to wall.	Weekly
Spot clean carpet using approved carpet spotting equipment and supplies.	Weekly
Sweep or dust mop all tile floor areas, damp mop high traffic areas, spot mop personal work spaces.	Weekly
Machine scrub hard surface floors.	Quarterly
Damp wipe trash containers to remove soil and stains.	Semiannually

Snow Removal

<u>Task Description</u>	<u>Frequency</u>
Re-direct custodial teams to perform snow and ice removal during inclement weather (15 feet from all entrances and egresses). Provide additional labor, when necessary. <i>Overtime</i> or <i>extra</i> labor hours shall be invoiced based on the pre-established all-inclusive hourly price for extra work. All snow equipment and supplies will be paid for and provided by TCNJ.	

Stairwells

<u>Task Description</u>	<u>Frequency</u>
Spot sweep for debris or spot vacuum stairs using a backpack vacuum.	Daily
Vacuum / dust mop and damp mop stairways, dust vertical and horizontal surfaces, and spot clean.	Weekly
Vacuum carpeted stairways, dust vertical and horizontal surfaces, and spot clean.	Weekly
Spot clean carpeted stairs using approved carpet spotting equipment and supplies.	Weekly
Damp mop stairways.	Weekly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Quarterly
Damp wipe light fixture exteriors to remove stains, dust, and cobwebs.	Semiannually

Storage

<u>Task Description</u>	<u>Frequency</u>
Dust furniture and spot clean all horizontal and vertical surfaces.	Quarterly
Damp mop or autoscrub to remove soils.	Quarterly
Fully vacuum all carpeted areas from wall to wall.	Quarterly
Dust mop or sweep hard-surface floors.	Quarterly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Semiannually
Dust light fixtures to remove exterior dust and cobwebs.	Semiannually

Theater / Auditorium

<u>Task Description</u>	<u>Frequency</u>
Remove all foreign matter and gum from all floor surfaces.	Daily
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	Daily
Spot clean chairs to remove obvious spills and debris.	Daily
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Spot vacuum carpets to remove visible dirt, dust, and debris.	4x / Weekly
Dust mop all tile floor areas, damp mop high traffic / soiled areas.	4x / Weekly
Dust furniture and spot clean all horizontal and vertical surfaces.	Weekly
Fully vacuum all carpeted areas from wall to wall.	Weekly
Damp mop floors to remove dirt and spills.	Weekly
Dust areas above shoulder level and below knee level.	Monthly
Apply restorer and burnish tile floors.	Monthly
Dust or vacuum air vents to remove loose dust, soil, and cobwebs.	Quarterly
Dust window treatments including horizontal and vertical blinds.	Quarterly
Dust light fixtures to remove exterior dust and cobwebs.	Semiannually
Wash trash containers to remove soil and stains.	Semiannually

Weekend Services

<u>Task Description</u>	<u>Frequency</u>
Provide cleaning, trash removal, and policing services as required at Brower Student Center. Four hours each Sat. and Sun.	2x / Weekly

TCNJ

Additional Specification Requirements

1. All powered custodial equipment shall operate with a sound level of less than 70 decibels and be ergonomically designed to minimize vibration, noise, and user fatigue
2. Vacuuming must be performed with the Carpet and Rug Institute (CRI) approved high filtration vacuum.
3. Cleaning chemicals supplies and paper products must meet the minimum requirements as stated in the TCNJ Green Cleaning Policy.
4. Contractor must establish a color-coded system of microfiber cloths and mops to prevent cross contamination. Unless otherwise approved by TCNJ, all common dusting, high and low dusting, spot cleaning and damp wiping must be performed using microfiber cloths with the cleaning chemical sprayed directly on to the cloth prior to application. Dust mopping and damp mopping shall also be performed with color-coded microfiber mopheads where applicable.

Green Cleaning Policy

Section 3: Green Cleaning Policy

This Green Cleaning Policy has been designed to encourage a fully comprehensive green cleaning program for TCNJ (to the extent possible during a pandemic). Used in conjunction with TCNJ's cleaning specification, it includes industry best practices as well as green cleaning processes to ensure a healthy and safe environment for the people who visit, live, learn, or work in TCNJ's facilities.

Required Green Cleaning Policies and Procedures

Green Cleaning Program Overview

To demonstrate its commitment to sustainable greening of its properties, TCNJ has implemented efforts toward the "greening" of its custodial operations. To achieve this end, this Policy has been structured based on the LEED-EB rating system, which is the most standardized, followed and well-documented green cleaning protocol currently in practice. Facilities must meet certain prerequisites and credits in the LEED rating system. Several of the points are achievable through green cleaning programs. The buildings pursuing LEED certification must use the green cleaning strategies described in this document in at least 90% of its useable space.

Purpose of Green Cleaning

Many custodial cleaning products have been shown to degrade indoor air quality, pollute the water, and negatively impact the health of sensitive occupants. In effort to maintain a clean facility, Contractors and facility managers often use harsh solutions that, while disinfecting the building, contaminate the indoor air. It is TCNJ's desire to maintain both clean properties and healthy environments for their occupants and are therefore committed to the green cleaning practices in this Policy.

Participation

TCNJ recognizes that the participation of all custodians and supervisors is an essential component of a successful green cleaning program. Therefore, TCNJ is including the requirements associated with green cleaning in the cleaning scope of its buildings that are striving toward a fully comprehensive green cleaning program. The custodial team must demonstrate an ability to incorporate the following elements into the cleaning process: green product specification, staff training, solution storage, dilution and safe handling and equipment specifications and must also demonstrate a willingness to continue to develop these aspects of the program.

Low Environmental Impact Cleaning Policy

Hand Hygiene

Contractor will promote healthy hand hygiene by providing soap and soap dispensers in custodial closets, kitchen areas, bathrooms, break rooms and locker rooms. Contractors are required to wash their hands on a

routine basis while servicing the facility. Alcohol-based hand sanitizers will be provided in public areas. The properties' paper products should be dispersed from hands-free dispensers to eliminate levers and cranks that users share. Hand soaps should not contain anti-microbial agents (other than as a preservative system) unless required by health codes and other regulations.

Staffing

Contractor will maintain an appropriate staffing plan that is consistent with TCNJ's cleaning specifications.

Chemical Storage Guidelines

Custodial team will maintain a program that reduces the exposure of the building occupants to potentially dangerous chemical, biological, and particle contaminants which adversely impact air quality, health, and the environment.

1. Any chemical stored in the custodial closets will have a locked container which encloses the liquid cleaning products and delivers out proper specified measurement for dilution.
2. The solutions used by the custodial team will all be stored in the custodial closet(s) and the custodial staff must follow these guidelines:
 - a. Safety Data Sheets (SDS) must be available to all Contractors
 - b. Contractors are trained on SDS and chemical handling annually
 - c. All containers must be properly labeled to be easily identifiable
 - d. All cleaning products must be properly and safely stored
 - i. No liquids will be placed on shelves above eye level
 - e. Contractors must use appropriate personal protective equipment (PPE)
 - f. Chemical dilution systems must be adhered to
 - g. Unnecessary amounts of chemicals should not be stored in the custodial closet
 - h. Only authorized employees will have access to the main storage room
 - i. Where possible, TCNJ will maintain proper hot and cold water supplies and drain systems in custodial closets for the use of chemical dispensing and dilution
 - j. Contractor shall be aware that certain TCNJ facilities require special disposal procedures of cleaning chemicals. Contractor shall comply with these requirements, where specified by TCNJ

Special Treatment of Carpets

Carpet can be a source of bio-pollutants, dust and volatile organic compounds (VOCs). Pesticides and cleaning products (such as stain removers) that remain on the carpet after initial application can volatilize (rise into the air) over time and contaminate the indoor air. The following carpet treatment guidelines will mitigate the need for carpet cleaning solutions through both preventative and prescriptive treatment.

1. Prevent stains
 - a. Clean up spills promptly using cold water and one or more blotting cloths
 - b. Make a spill kit available to occupants
2. Promptly clean and thoroughly dry carpets if they should become saturated with water
 - a. Quick action following a leak or other water damage may prevent carpet loss and the growth of

mold and/or mildew. (Do not attempt to clean a moldy carpet without proper protective equipment, clothing, respirators, and air filters. Special training may be required to adequately deal with a water-soaked carpet.)

3. Avoid excessive use of carpet shampoos and bonnet cleaning products. Bonnet cleaning involves the use of cotton, rayon, and/or polypropylene pads and a rotary shampoo machine. Although these chemicals are usually mild, overuse makes more frequent extraction cleaning necessary.
4. Deep-clean when necessary.
 - a. Periodically deep-cleansing of carpet is necessary to extract dirt, bio-pollutants, moisture, and embedded cleaning agents.
 - b. A wet vacuum water extraction machine after dry vacuuming may be used.
 - c. The Carpet and Rug Institute recommends rapid drying of the carpet, within 24 hours.
 - d. Pre-sprays applied carefully and left on long enough can reduce the amount of chemicals needed.

Reducing Microbial Growth through Proper Cleaning

The following are basic guidelines to minimize the need for antimicrobial products at TCNJ:

1. Clean first and then apply disinfectant.
 - a. Most disinfectants are not cleaners and are usually only effective on a clean surface.
 - b. Wait the recommended time before rinsing the antimicrobial solution from the surface (usually at least ten minutes, although some products are rapid-use and may only need one or two minutes)
2. Use disinfectants only when and where required
 - a. Ordinary detergents should remove more microbes than disinfectants
3. Change mop heads and sponges daily
4. Change cleaning water frequently (water used in mop-buckets, etc.)
 - a. Do not waste water by overfilling mop buckets, etc.
5. Intentionally clean areas where water collects and condenses
 - a. Areas such as refrigerator and air conditioner pans as well as air cleaner/humidifier machines
6. Use a drain maintainer (containing enzymes) if drains clog or has an odor
7. If there is a food preparation area in any of the subject buildings, TCNJ and/or Contractor employees that prepare food for customers must use antimicrobial soaps and/or disinfectants

NOTE- If the Contractor uses antimicrobial products, it must document the specific antimicrobial used and reason for use.

Contractor Training Requirements

- 2 Contractor will provide training of personnel in the hazards, use, maintenance and disposal of cleaning chemicals, dispensing equipment and packaging. Documentation of the training sessions, attendees and topics covered needs to be collected and maintained by the custodial manager.
 1. Basic Contractor Training
 - a. Contractors should receive basic training, including the green cleaning specifications delineated in this TCNJ Green Cleaning Policy.
 - b. An average of eight hours of training (or more) per year is required for each custodian.

2. Training Specifications
 - a. Safety data sheets (SDS).
 - b. Compliance with the Green Seal standard of GS – 37.
 - c. Use and wear of personal protective equipment (PPE).
 - d. Contractors should be informed of TCNJ’s product reporting requirements.
 - i. All cleaning products which are not on the GS-37 list must be approved by TCNJ personnel.
3. Provide TCNJ with monthly training logs indicating the attendees and the training topic

Green Cleaning Materials Policy

General Green Cleaning Solutions and Custodial Products Guideline

Contractor must purchase general consumable products such as disposable paper products and trash bag liners that contain recycled material. Cleaning chemicals shall be environmentally friendly. At least 75% of these products (demonstrated via product inventory or total annual purchases) must meet at least one of the sustainability criteria noted below.

- Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes
- UL EcoLogo 2792 for cleaning and degreasing compounds
- UL EcoLogo 2759 for hard-surface cleaners
- UL EcoLogo 2795, for carpet and upholstery care
- Green Seal GS-40, for industrial and institutional floor care products
- UL EcoLogo 2777 for hard-floor care
- EPA Safer Choice Standard
- Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims)

Disinfectants, metal polish, or other products not addressed by the above standards must meet one or more of the following standards (or a local equivalent for projects outside the U.S.):

- UL EcoLogo 2798 for digestion additives for cleaning and odor control
- UL EcoLogo 2791 for drain or grease trap additives
- UL EcoLogo 2796 for odor control additives
- Green Seal GS-52/53, for specialty cleaning products
- California Code of Regulations maximum allowable VOC levels for the specific product category
- EPA Safer Choice Standard
- Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).

Disposable custodial paper products and trash bags must meet the minimum requirements of one or more of the following programs, or a local equivalent for projects outside the U.S.:

- EPA comprehensive procurement guidelines, for custodial paper
- Green Seal GS-01, for tissue paper, paper towels and napkins
- UL EcoLogo 175, for toilet tissue
- UL EcoLogo 175, for hand towels
- Custodial paper products derived from rapidly renewable resources or made from tree-free fibers
- FSC certification, for fiber procurement
- EPA comprehensive procurement guidelines, for plastic trash can liners; and/or
- California integrated waste management requirements, for plastic trash can liners (California Code of Regulations Title 14, Chapter 4, Article 5, or SABRC 42290-42297 Recycled Content Plastic Trash Bag Program)

Hand soaps and hand sanitizers must meet one or more of the following standards, or a local equivalent for projects outside the U.S.:

- No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements)
- Green Seal GS-41, for industrial and institutional hand cleaners
- UL EcoLogo 2784 for hand cleaners and hand soaps
- UL EcoLogo 2783 for hand sanitizers
- EPA Safer Choice Standard

For projects outside the U.S., any Type 1 eco-labeling program as defined by ISO 14024: 1999 developed by a member of the Global Ecolabelling Network may be used in lieu of Green Seal or UL Ecolabel standards.

To the extent practical, no cleaning or disinfecting products should contain ingredients that are carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. EPA or the National Institute for Occupational Safety and Health on the Toxics Release Inventory (40 CFR, Section 372, Subpart D). If such products containing these toxic chemicals must be used (cleaning solutions for specific equipment, etc.), only the minimum amounts should be used and the product must be disposed of properly. On the Toxic Release Inventory, a complete list of toxic chemicals is maintained by the U.S. EPA and can be found at [their](#) website.

The cleaning products used at TCNJ must meet the Green Seal standard of GS-37 (or acceptable equivalent; see list above). The Green Seal Organization offers extensive information regarding the GS-37 standard on their website www.greenseal.org. A complete listing of Green Seal certified products is maintained by the Green Seal organization and can be found at their website.

Contractor shall document the type, volume and concentration of all chemicals used in the cleaning process. Contractor will also maintain a plan that addresses the handling of hazardous spills or mishandling incidents.

Low Environmental Impact Cleaning Equipment Policy

Contractor must implement an equipment program to reduce building contaminants with minimum environmental impact. At least 40% of the total annual purchases of powered custodial equipment (by cost;

purchased, leased or used by subcontractors) must meet at least one of the sustainability noted below. Compliance is based on percentage of equipment used to clean the project at time of inventory.

- Safeguards, such as rollers or rubber bumpers, to avoid damage to building surfaces
- Ergonomic design to minimize vibration, noise, and user fatigue, as reported in the user manual in accordance with ISO 5349-1 for arm vibrations, ISO 2631-1 for vibration to the whole body, and ISO 11201 for sound pressure at operator's ear
- As applicable, environmentally preferable batteries (e.g., gel, absorbent glass mat, lithium-ion) except in applications requiring deep discharge and heavy loads where performance or battery life is reduced by the use of sealed batteries
- Vacuum cleaners must be certified by the Carpet and Rug Institute Seal of Approval/Green Label Vacuum Program and operate with a maximum sound level of 70 dBA or less in accordance with ISO 11201
- Carpet extraction equipment, for restorative deep cleaning, must be certified by the Carpet and Rug Institute's Seal of Approval Deep Cleaning Extractors and Seal of Approval Deep Cleaning Systems program
- Propane-powered floor equipment must have high-efficiency, low-emissions engines with catalytic converters and mufflers that meet the California Air Resources Board or EPA standards for the specific engine size and operate with a sound level of 90 dBA or less, in accordance with ISO 11201
- Automated scrubbing machines must be equipped with variable-speed feed pumps and either (1) on-board chemical metering to optimize the use of cleaning fluids or (2) dilution control systems for chemical refilling. Alternatively, scrubbing machines may use tap water only, with no added cleaning products

Reporting

Contractor must provide documentation of its comprehensive green cleaning program upon request and must also provide written updates, including a record of supply purchases indicating compliance with the GS-37 Standard (or acceptable equivalent), equipment purchases and training on at least a quarterly basis.

Applying Green Cleaning to the Specifications

The Low Environmental Impact Cleaning requirements, the Green Cleaning Materials requirements and the Low Environmental Impact Cleaning Equipment requirements are to be applied to TCNJ's cleaning specifications.

For example, the task, "clean door glass and other adjacent glass areas" must be performed using a chemical that meets the Green Seal GS-37 Standard and microfiber technology in lieu of paper products when possible as set forth in the Green Seal GS-42 Standard. The task, "fully vacuum all carpeted areas from wall to wall including walk-off mats and edges" must be performed with a vacuum cleaner that captures 96% of particulates 0.3 microns in size and operates with a sound level less than 70dBA.

Occupant Feedback

Contractor will collect building occupant feedback on an ongoing basis to improve its custodial program. TCNJ and/or the Contractor will use formal surveys as well as a complaint response system to discover and respond

to building occupant ideas and complaints. The custodial team will operate with a “continuous improvement” mindset and will be open to new ideas, technologies, procedures and processes. TCNJ and/or the Contractor will document survey results, as well as the steps taken in response to the survey.

Quality Control Measures

TCNJ is committed to maintaining its buildings in an environmentally preferable way that will benefit the health of the facility occupants, visitors, maintenance personnel and the natural environment. To this end, TCNJ routinely evaluates the successes and shortcomings of all employed practices and makes immediate alterations accordingly. Building and site walk-throughs are completed routinely by TCNJ supervisors and management to ensure adoption and proper application. As recommended by the U.S. Green Building Council, TCNJ may use a third-party to assess the quality of the custodial services. Facility occupants are highly encouraged to report any outstanding custodial issues to the facility personnel. New technologies for environmentally sensitive cleaning will be continuously monitored and assessed as they become available and adopted when they are applicable. Similarly, this policy will be updated as needed to ensure that current and successful procedures are being carried out.

Net Cleanable Square Footage

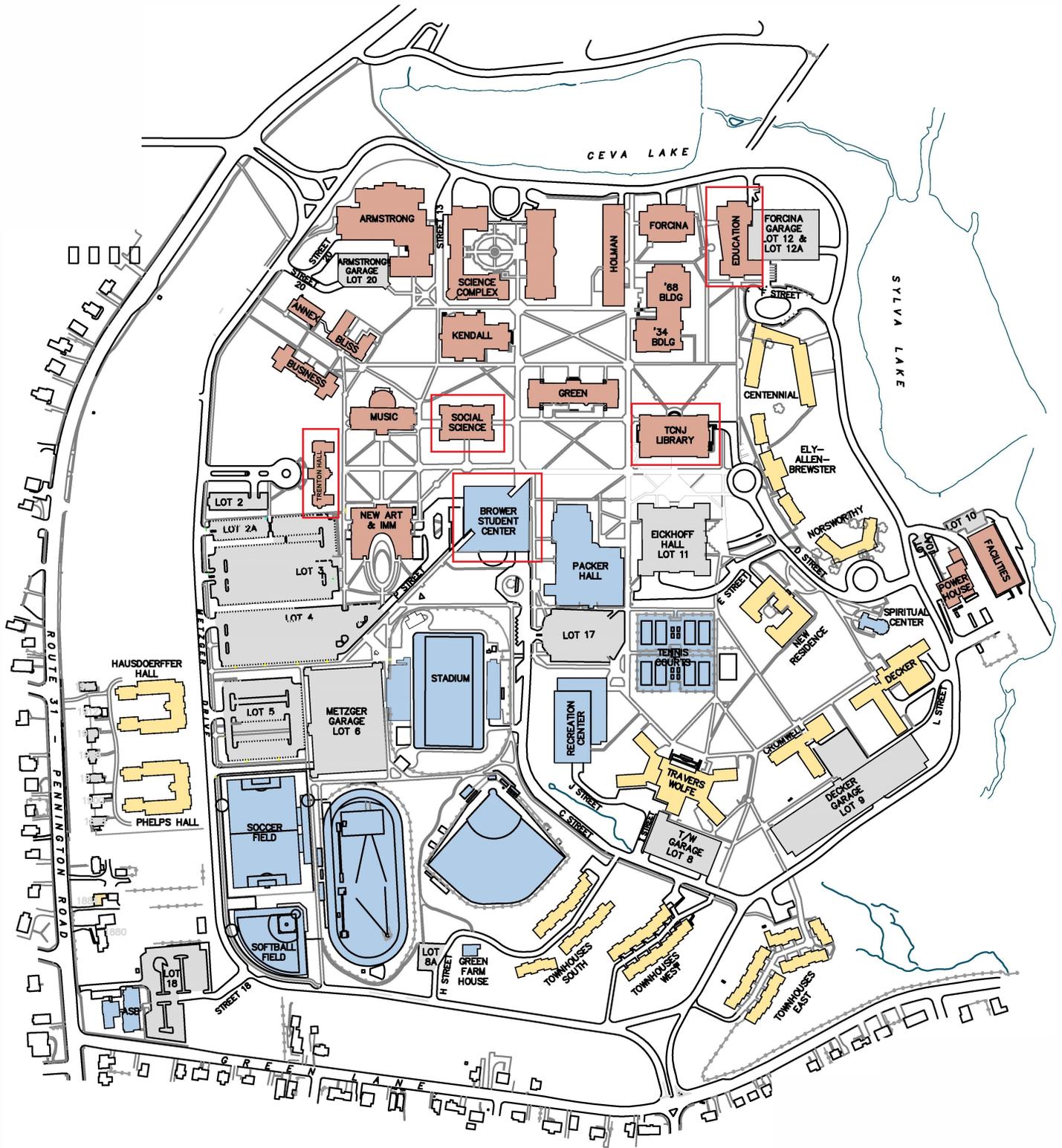
KEY:

C = Carpet, **HS** = Hard Surface, **VT** = Vinyl Tile, **HS/SR** = Hard Surface that gets stripped/refinished, **RF** = Raised Floor

Area Type Floor Covering	Entrances / Lobbies / Atrium						Totals	Corridors						Totals	Porch/Patio/Courtyard/Balcony						Totals	General Office						Totals	Copy/Print/File/Mail						Totals	Conference Room		
	C	HS	VT	HS/SR	RF	Other		C	HS	VT	HS/SR	RF	Other		C	HS	VT	HS/SR	RF	Other		C	HS	VT	HS/SR	RF	Other		C	HS	VT	HS/SR	RF	Other		Totals	C	HS
Included Buildings																																						
Trenton Hall																																						
Lower Level	0	0	0	0	0	0	0	0	0	1,476	0	0	0	1,476	0	0	0	0	0	0	0	0	0	358	0	0	0	358	0	0	0	0	0	0	0	0	0	0
Floor 1	1,119	1,001	0	0	0	0	2,120	1,172	0	0	0	0	1,172	0	0	0	0	0	0	0	1,574	0	0	0	0	0	1,574	0	0	0	0	0	0	0	2,322	0	0	
Floor 2	0	0	0	0	0	0	0	1,175	0	0	0	0	1,175	0	0	0	0	0	0	0	3,677	0	0	0	0	0	3,677	0	0	0	0	0	0	0	1,022	0	0	
Trenton Hall Totals	1,119	1,001	0	0	0	0	2,120	2,347	0	1,476	0	0	0	3,823	0	0	0	0	0	0	0	5,251	0	358	0	0	0	5,609	0	0	0	0	0	0	0	3,344	0	0
Brower Student Center																																						
Basement	0	0	0	0	0	0	0	1,115	0	0	0	0	1,115	0	1,682	0	0	0	0	1,682	3,109	0	0	0	0	0	3,109	0	0	0	0	0	0	0	0	0	0	
Floor 1	0	0	0	0	0	0	0	0	0	0	16,241	0	16,241	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Floor 2	0	0	0	0	0	0	0	0	0	8,657	0	0	8,657	0	0	0	0	0	0	0	15,044	0	0	0	0	0	15,044	0	0	0	0	0	0	0	0	0	0	
Brower Student Center Totals	0	0	0	0	0	0	0	1,115	0	8,657	16,241	0	26,013	0	1,682	0	0	0	0	1,682	18,153	0	0	0	0	0	18,153	0	0	0	0	0	0	0	0	0	0	
Education Building																																						
Lower Level	0	0	317	0	0	0	317	0	995	0	0	0	995	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Floor 1	0	1,700	0	0	0	0	1,700	0	3,503	0	0	0	3,503	0	0	0	0	0	0	0	3,799	0	0	0	0	0	3,799	94	0	0	0	0	0	94	289	0	0	
Floor 2	0	0	0	0	0	0	0	0	3,781	0	0	0	3,781	0	0	0	0	0	0	0	5,573	0	0	0	0	0	5,573	127	0	0	0	0	0	127	0	0	0	
Floor 3	0	0	0	0	0	0	0	0	3,113	0	0	0	3,113	0	1,629	0	0	0	0	1,629	7,958	0	0	0	0	0	7,958	228	0	0	0	0	0	228	237	0	0	
Education Building Totals	0	1,700	317	0	0	0	2,017	0	11,392	0	0	0	11,392	0	1,629	0	0	0	1,629	17,330	0	0	0	0	0	17,330	449	0	0	0	0	0	449	526	0	0		
Social Sciences Building																																						
Lower Level	0	0	0	0	0	0	0	0	0	2,381	0	0	2,381	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Floor 1	0	317	0	0	0	0	317	1,668	0	2,017	0	0	3,685	0	0	0	0	0	0	0	5,077	0	0	0	0	0	5,077	0	0	217	0	0	0	217	315	0	0	
Floor 2	0	0	0	0	0	0	0	1,694	0	1,460	0	0	3,154	0	0	0	0	0	0	0	5,148	0	246	0	0	0	5,394	0	0	0	0	0	0	0	1,501	0	0	
Floor 3	0	0	0	0	0	0	0	1,749	0	1,433	0	0	3,182	0	0	0	0	0	0	0	3,937	0	0	0	0	0	3,937	0	0	360	0	0	0	360	1,408	0	0	
Social Sciences Building Totals	0	317	0	0	0	0	317	5,111	0	7,291	0	0	12,402	0	0	0	0	0	0	14,162	0	246	0	0	0	14,408	0	0	577	0	0	0	577	3,224	0	0		
TCNJ Library																																						
Lower Level	2,003	416	0	0	0	0	2,419	1,205	0	0	0	0	1,205	0	0	0	0	0	0	0	149	0	0	0	0	0	149	0	0	0	0	0	0	0	0	0	0	
Floor 1	322	2,250	0	0	0	0	2,572	0	0	0	0	0	0	0	0	0	0	0	0	0	622	31	0	0	0	0	653	0	0	84	0	0	0	84	368	0	0	
Floor 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	248	0	0	0	0	248	1,237	0	0	0	0	0	1,237	76	0	0	0	0	0	76	0	0	0	
Floor 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,044	0	0	0	0	0	7,044	76	0	0	0	0	0	76	398	0	0	
Floor 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,692	0	0	0	0	0	1,692	76	0	0	0	0	0	76	0	0	0	
TCNJ Library Totals	2,325	2,666	0	0	0	0	4,991	1,205	0	0	0	0	1,205	0	248	0	0	0	248	10,744	31	0	0	0	0	10,775	228	0	84	0	0	0	312	766	0	0		
Academic Totals	3,444	5,684	317	0	0	0	9,445	9,778	11,392	17,424	16,241	0	54,835	0	3,559	0	0	0	3,559	65,640	31	604	0	0	0	66,275	677	0	661	0	0	0	1,338	7,860	0	0		

Janitor

			Elevator						Janitor Closet						Laundry						Storage						Net Cleanable Square Feet	Janitor													
HS/SR	RF	Other	Totals	C	HS	VT	HS/SR	RF	Other	Totals	C	HS	VT	HS/SR	RF	Other	Totals	C	HS	VT	HS/SR	RF	Other	Totals	C	HS		VT	HS/SR	RF	Other	Totals	Restroom Fixtures	Closet Count	Stairs HS	Stairs Cpt	Stairs Vct	Elevators Cpt	Elevators HS	Elevators Vct	
0	0	0	497	0	0	46	0	0	0	46	0	124	0	0	0	0	124	0	0	110	0	0	0	110	0	0	0	0	0	0	0	0	8,641	10	2	2	0	0	0	0	1
0	0	0	497	0	0	0	0	0	0	0	0	88	0	0	0	0	88	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,412	19	0	2	0	0	0	0	0	
0	0	0	497	0	0	0	0	0	0	0	0	95	0	0	0	0	95	0	0	0	0	0	0	0	0	0	0	0	0	0	6,992	0	0	0	0	0	0	0	0		
0	0	0	1,491	0	0	46	0	0	0	46	0	307	0	0	0	0	307	0	0	110	0	0	0	110	0	0	0	0	0	0	25,045	29	2	4	0	0	0	0	1		
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,104	11	0	0	0	0	0	0	0		
0	0	0	1,696	0	60	0	0	0	0	60	0	0	0	0	0	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	27,900	22	0	0	0	4	0	1	0		
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	775	0	0	0	775	0	0	0	0	0	0	25,217	22	0	0	0	4	0	0	0		
0	0	0	1,696	0	60	0	0	0	0	60	0	0	0	0	0	0	60	0	0	775	0	0	0	775	0	0	775	0	0	0	59,221	55	0	0	0	8	0	1	0		
0	0	0	350	0	0	50	0	0	0	50	0	0	0	0	0	0	50	0	0	0	0	0	0	0	0	0	0	0	0	1,712	0	0	0	0	0	0	0	1			
0	0	0	1,012	0	0	60	0	0	0	60	0	64	0	0	0	0	64	0	0	0	0	0	0	0	0	0	0	0	0	23,423	26	1	0	0	4	0	0	1			
0	0	0	1,012	0	0	0	0	0	0	0	0	43	0	0	0	0	43	0	0	0	0	0	0	0	0	0	0	0	0	24,203	23	1	0	0	4	0	0	0			
0	0	0	563	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18,597	20	0	0	0	3	0	0	0				
0	0	0	2,937	0	0	110	0	0	0	110	0	107	0	0	0	0	107	0	0	0	0	0	0	0	0	0	0	0	0	67,935	69	2	0	0	11	0	0	2			
0	0	0	573	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,434	17	0	2	0	0	0	0	0				
0	0	0	573	0	0	78	0	0	0	78	0	24	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	16,506	16	0	0	0	2	0	0	2				
0	0	0	573	0	0	0	0	0	0	0	0	24	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	16,097	17	0	0	0	2	0	0	0				
0	0	0	573	0	0	0	0	0	0	0	0	24	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	14,982	17	0	0	0	0	0	0	0				
0	0	0	2,292	0	0	78	0	0	0	78	0	72	0	0	0	0	72	0	0	0	0	0	0	0	0	0	0	0	51,019	67	0	2	0	4	0	0	2				
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0	0	0	4,154	99	0	0	0	0	0	99	0	285	467	0	0	0	752	0	0	0	0	0	0	0	0	646	0	0	111,198	54	7	9	5	0	3	0	0				
0	0	0	12,570	99	60	234	0	0	0	393	0	771	467	0	0	0	1,238	0	0	110	0	0	0	110	0	646	775	0	0	314,418	274	11	15	5	23	3	1	5			



**TCNJ
CAMPUS MAP
2013**

TCNJ CAMPUS BUILDINGS

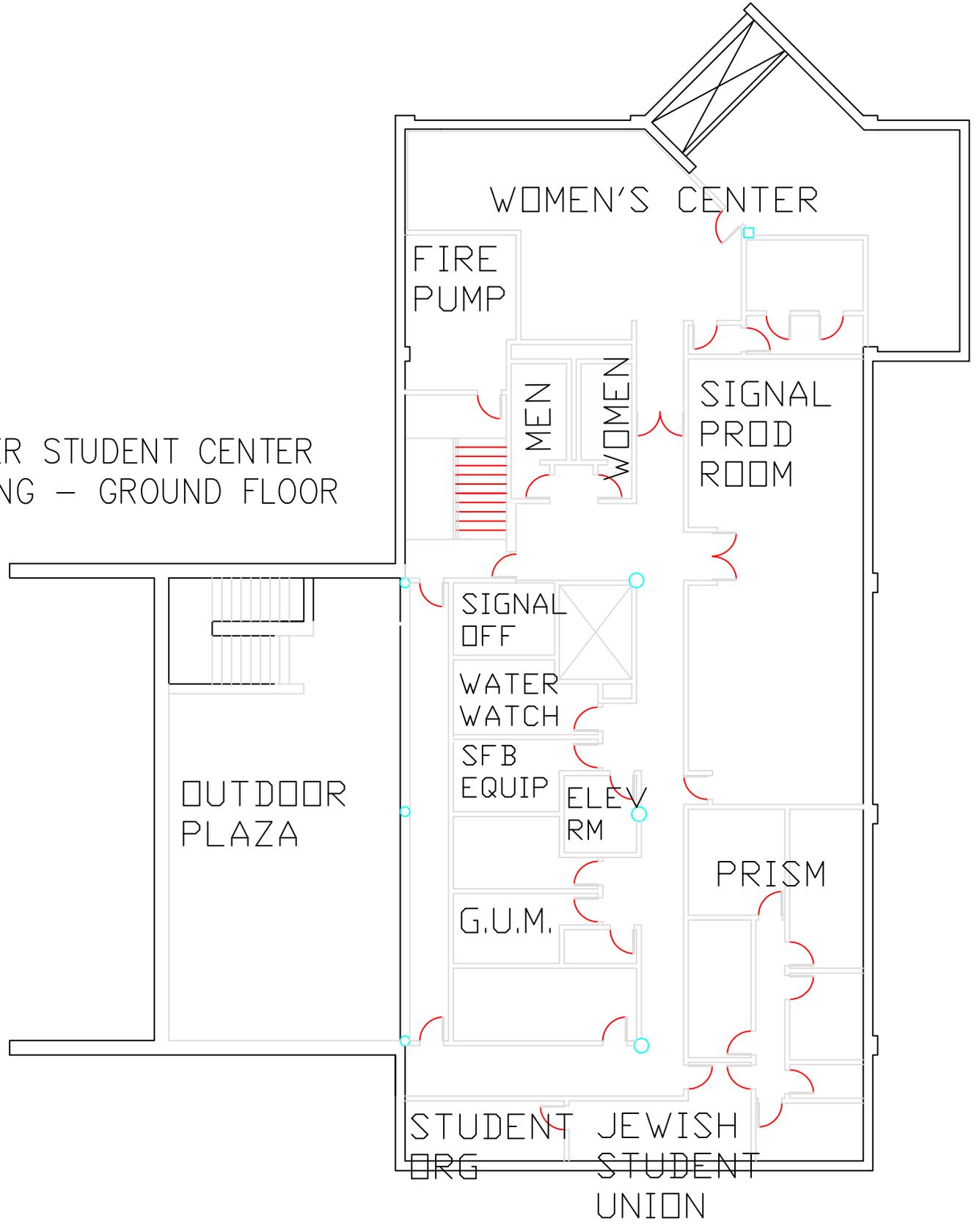
*included in RFP

BUILDING	FLOOR
Administrative Services Building	Lower Level 1 st Floor 2 nd Floor 3 rd Floor
Armstrong Hall	First Floor
Art & IMM Building	Lower Level 1 st Floor 2 nd Floor 3 rd Floor
Biology Building	1 st Floor 2 nd Floor 3 rd Floor
Bliss Hall	Lower Level – missing plan 1 st Floor 2 nd Floor 3 rd Floor
Brower Student Center	Lower Level 1 st Floor 2 nd Floor
Business Building	Lower Level 1 st Floor 2 nd Floor 3 rd Floor
Centennial Hall	Lower Level 1 st Floor 2 nd Floor
Cromwell Hall	Lower Level 1 st Floor 2 nd Floor 3 rd Floor 4 th Floor 5 th Floor 6 th Floor
Decker Hall	Lower Level 1 st Floor 2 nd Floor 3 rd Floor 4 th Floor 5 th Floor 6 th Floor

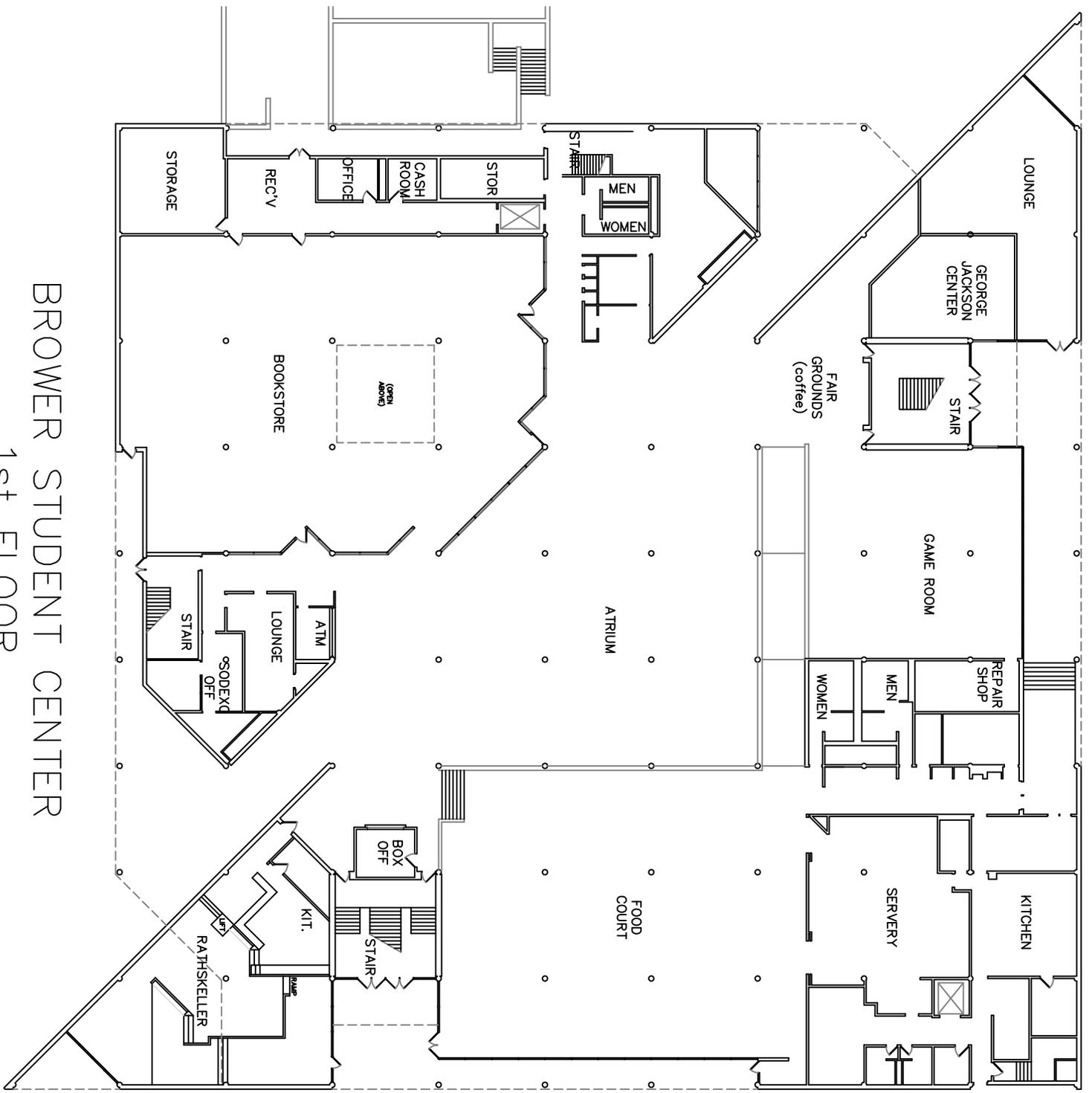
Education Building	Lower Level 1st Floor 2nd Floor 3rd Floor Attic
Eickhoff Hall	Lower Level 1st Floor 2nd Floor
Ely-Allen-Brewster Halls	Lower Level 1st Floor 2nd Floor 3rd Floor
Forcina Hall	1st Floor 2nd Floor 3rd Floor 4th Floor
Green Hall	Lower Level 1st Floor 2nd Floor
Hausdoerffer	1st Floor 2nd Floor 3rd Floor
Holman Hall	1st Floor 2nd Floor 3rd Floor 4th Floor
Kendall Hall	Lower Level 1st Floor 2nd Floor
Trenton Hall	Lower Level 1st Floor 2nd Floor
Maintenance Building	1st Floor
Music Building	Lower Level 1st Floor 2nd Floor
New Residence Hall	Lower Level 1st Floor 2nd Floor 3rd Floor
Norsworthy Hall	Lower Level 1st Floor 2nd Floor 3rd Floor

Packer Hall	1 st Floor 2 nd Floor
Phelps Hall	1 st Floor 2 nd Floor 3 rd Floor
Powerhouse	No plans
Recreation Center	Lower Level Upper Level
Roscoe West Hall	Lower Level 1 st Floor 2 nd Floor
Science Complex (Chemistry, Math & Physics)	Lower Level – missing plan 1 st Floor 2 nd Floor 3 rd Floor
Social Sciences Building	Lower Level 1 st Floor 2 nd Floor 3 rd Floor
Spiritual Center	1 st Floor
TCNJ Library	Lower Level 1 st Floor 2 nd Floor 3 rd Floor 4 th Floor
Townhouse East NEED PLANS	1 st Floor 2 nd Floor 3 rd Floor
Townhouse South NEED PLANS	1 st Floor 2 nd Floor 3 rd Floor
Townhouse West NEED PLANS	1 st Floor 2 nd Floor 3 rd Floor
Travers-Wolfe Hall	Lower Level – only have partial lower level plan 1 st Floor 2 nd Floor 3 rd Floor 4 th Floor 5 th Floor 6 th Floor 7 th Floor 8 th Floor 9 th Floor 10 th Floor

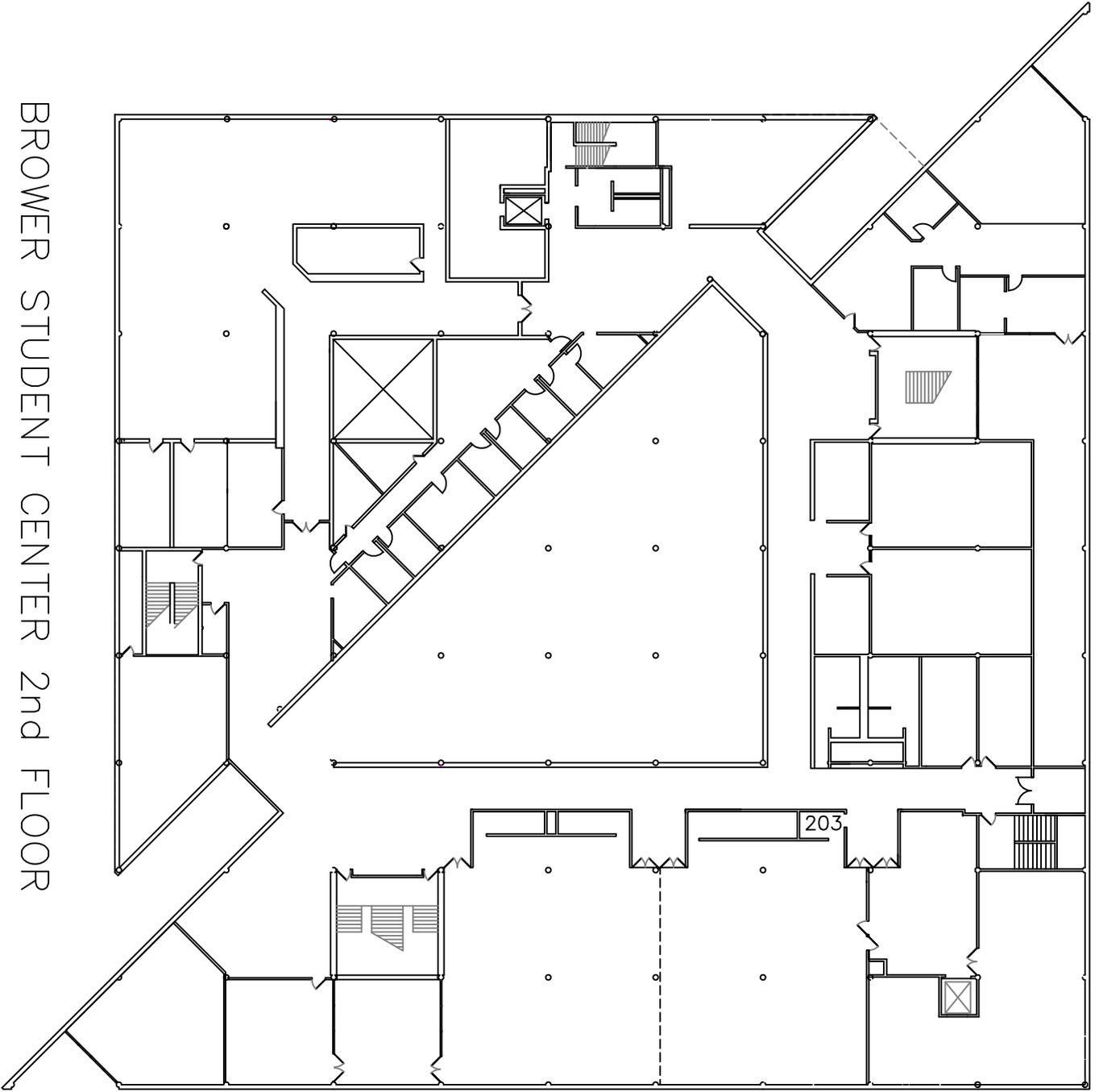
BROWER STUDENT CENTER
BUILDING - GROUND FLOOR

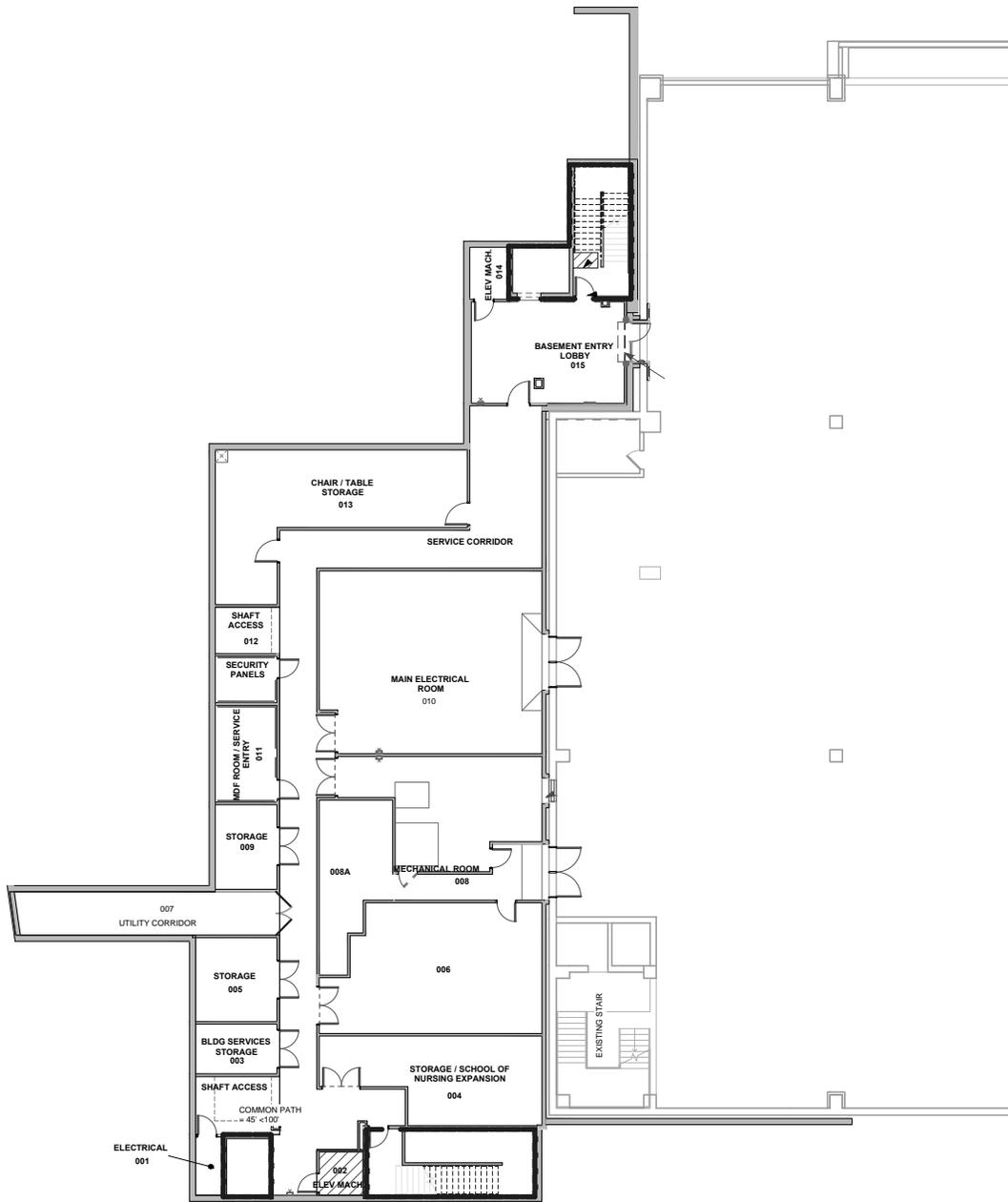


BROWER STUDENT CENTER 1st FLOOR

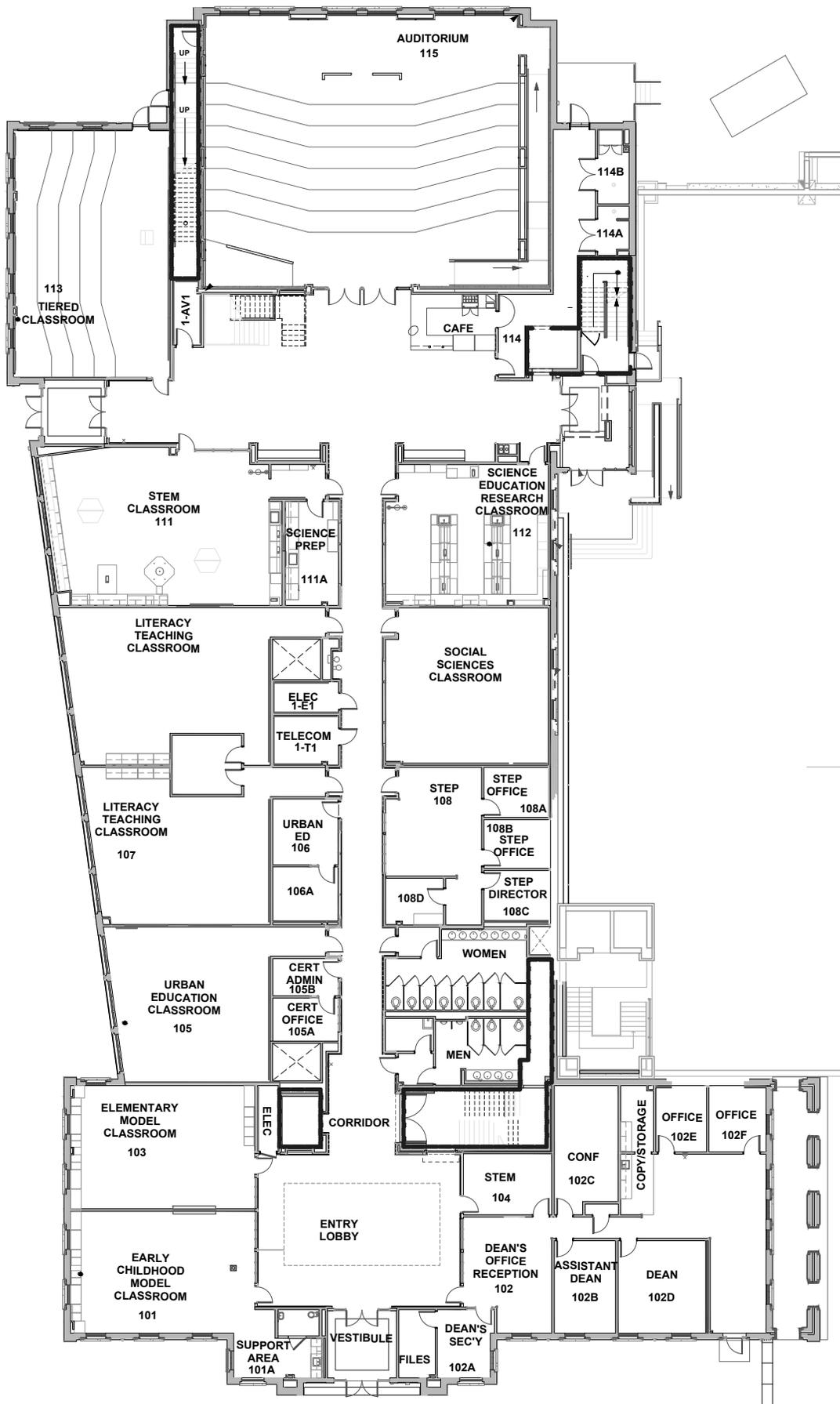


BROWER STUDENT CENTER 2nd FLOOR

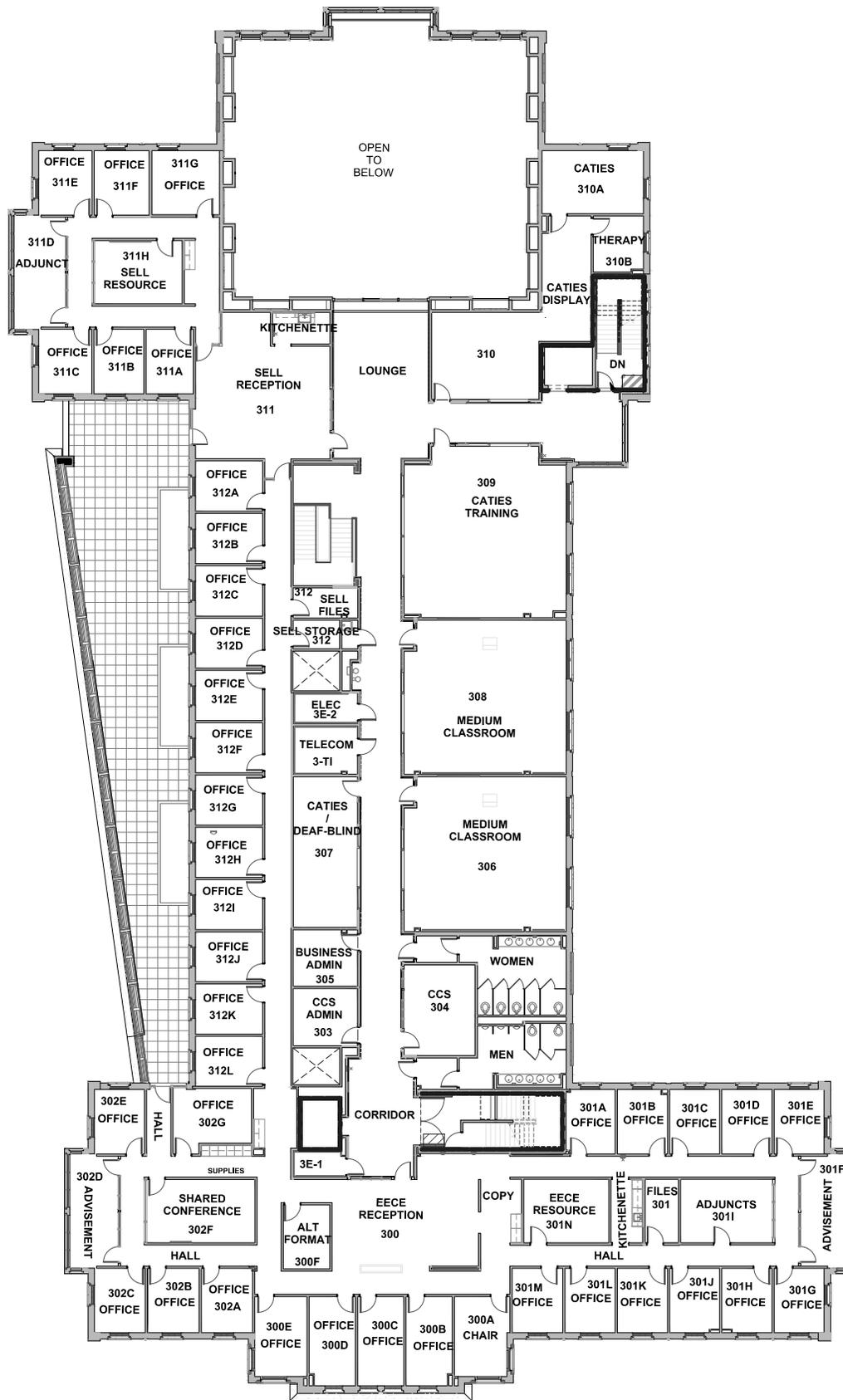




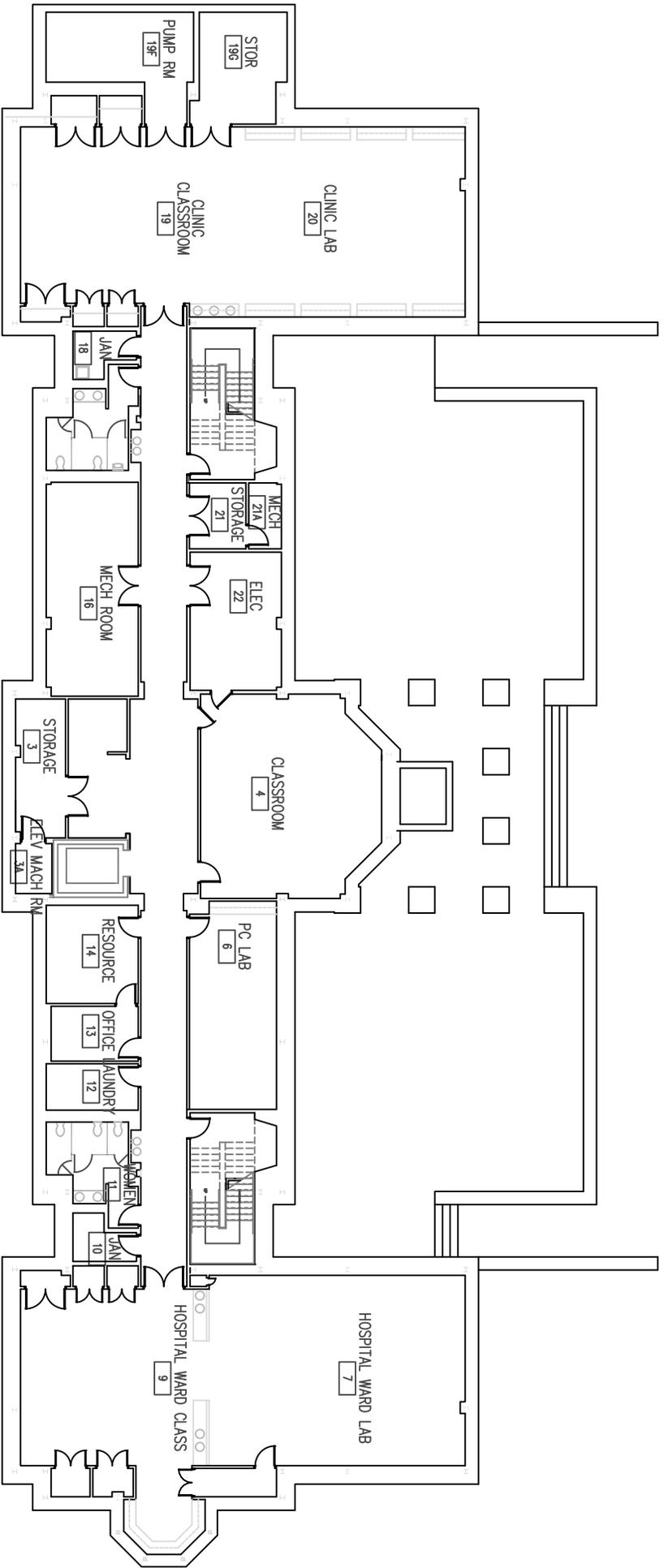
EDUCATION BUILDING LOWER LEVEL



EDUCATION BUILDING 1ST FLOOR



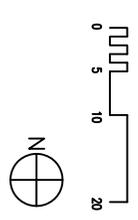
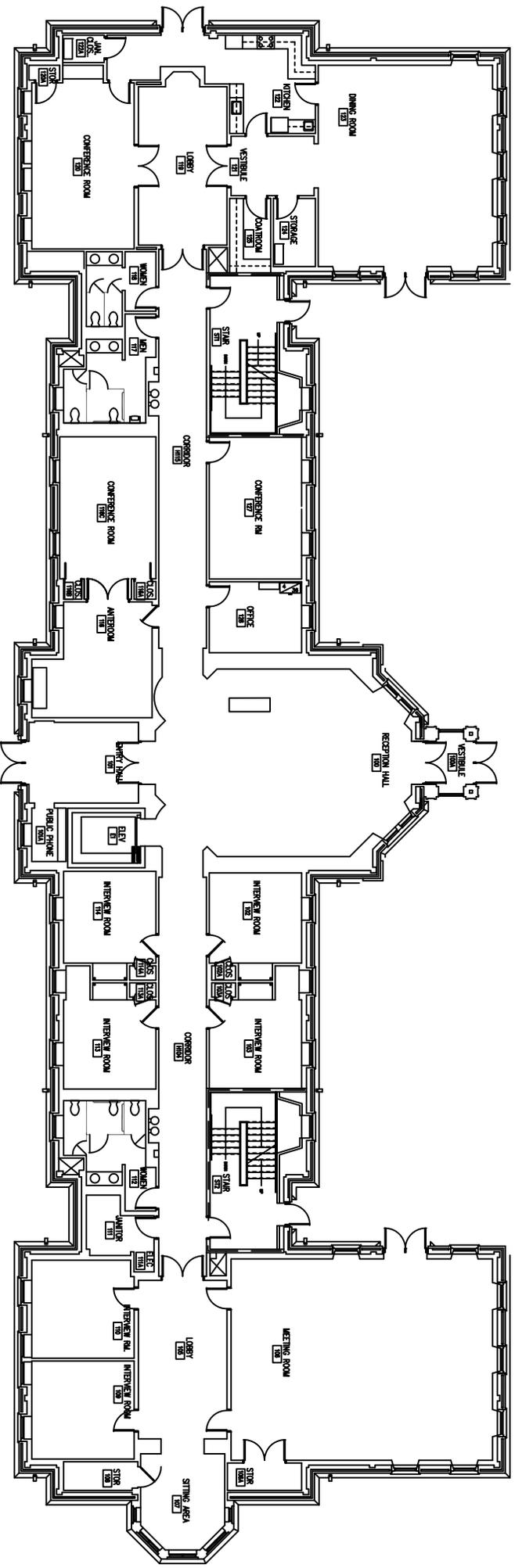
EDUCATION BUILDING 3RD FLOOR



N—

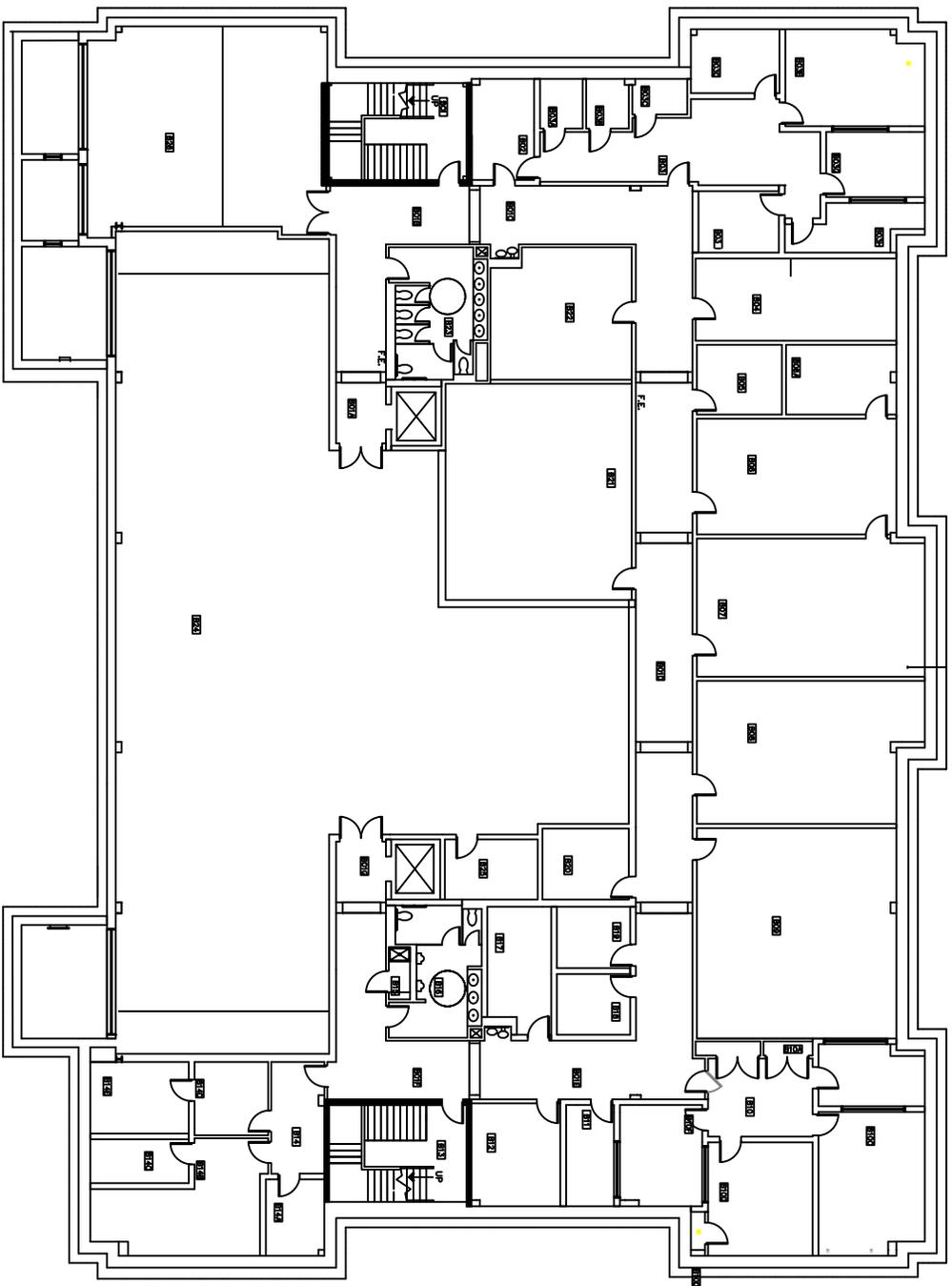
Paul Loser Hall
Lower Level

The College of New Jersey



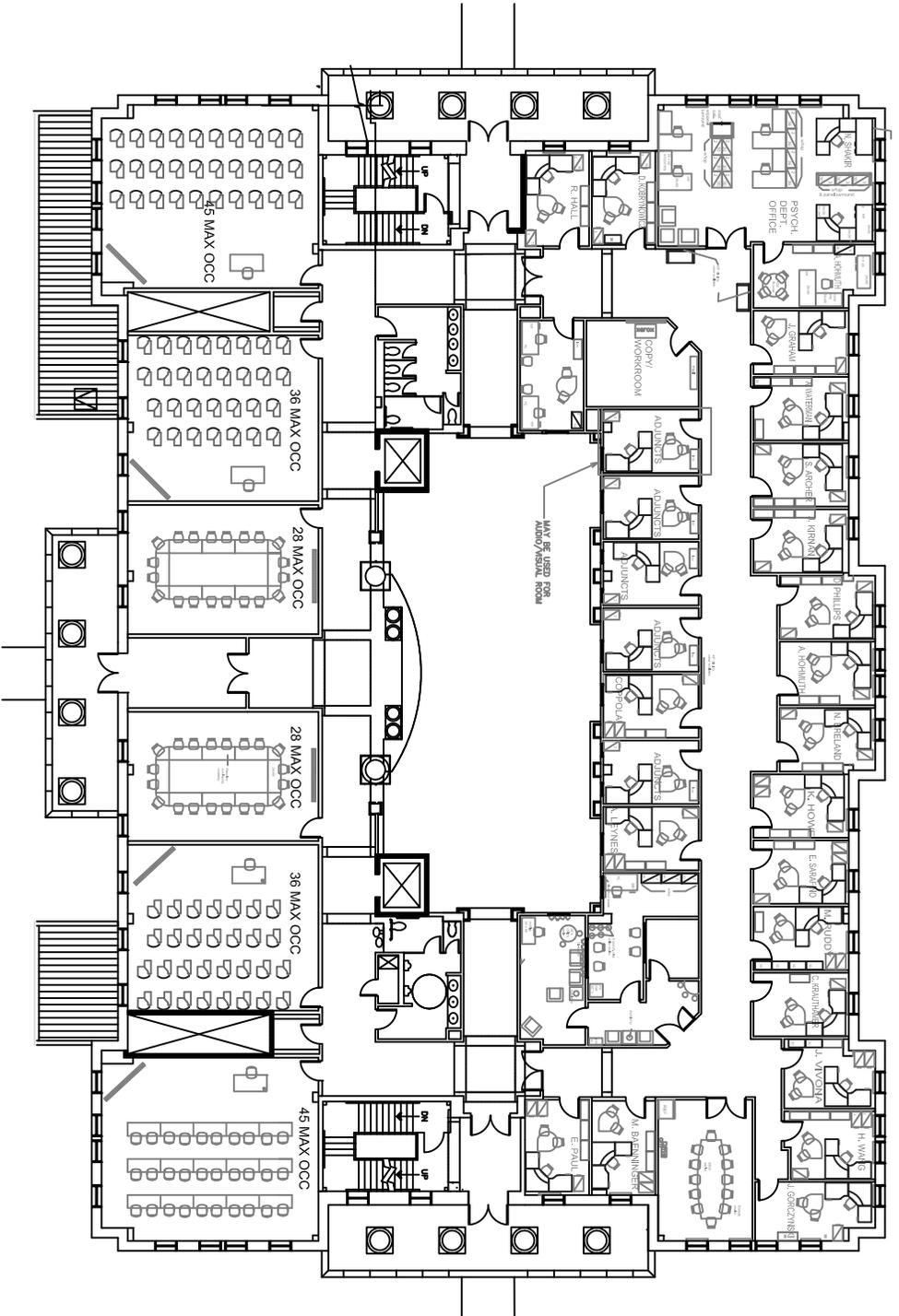
Paul Loser Hall
 First Floor

The College of New Jersey

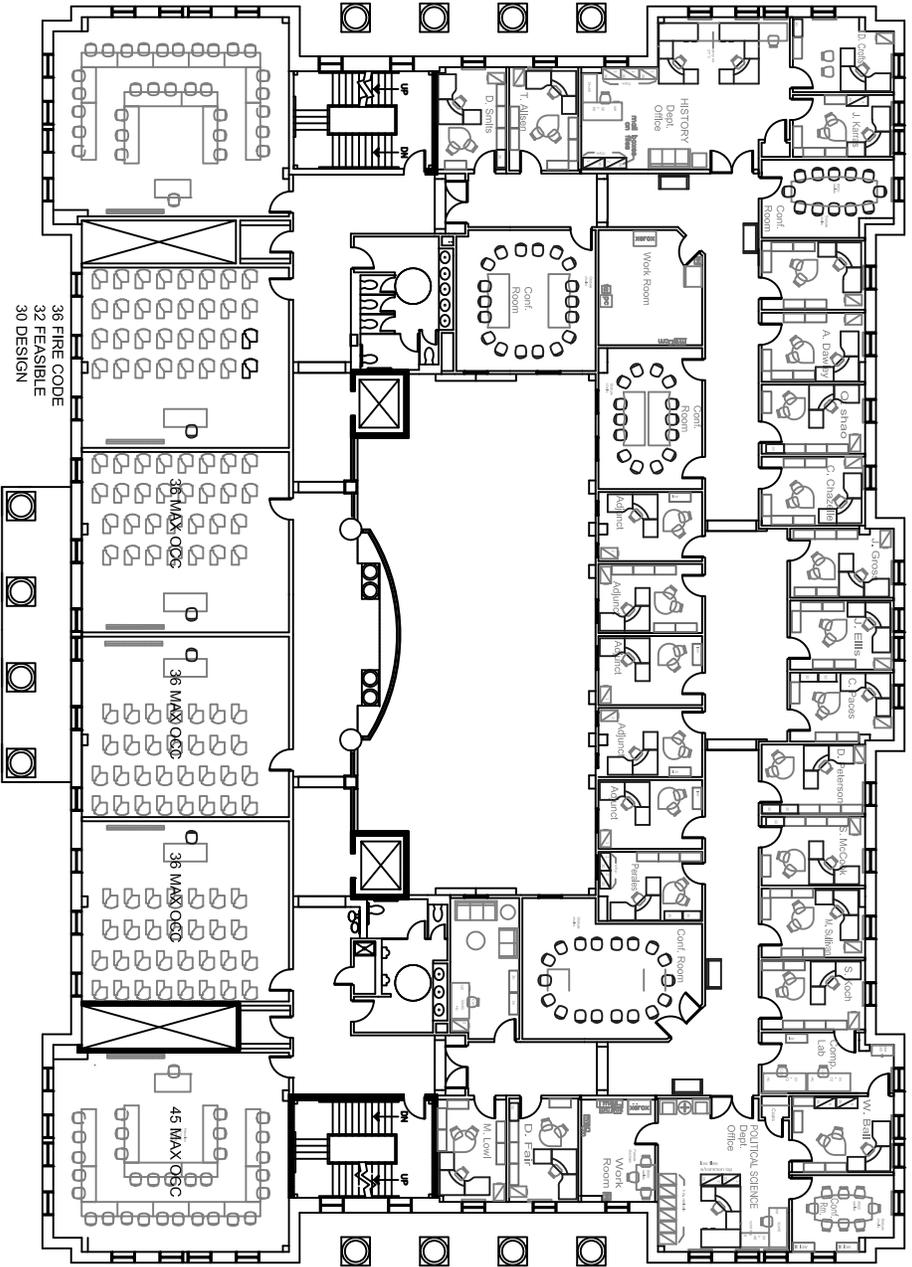


LOWER LEVEL

◆ SOCIAL SCIENCES BUILDING ◆



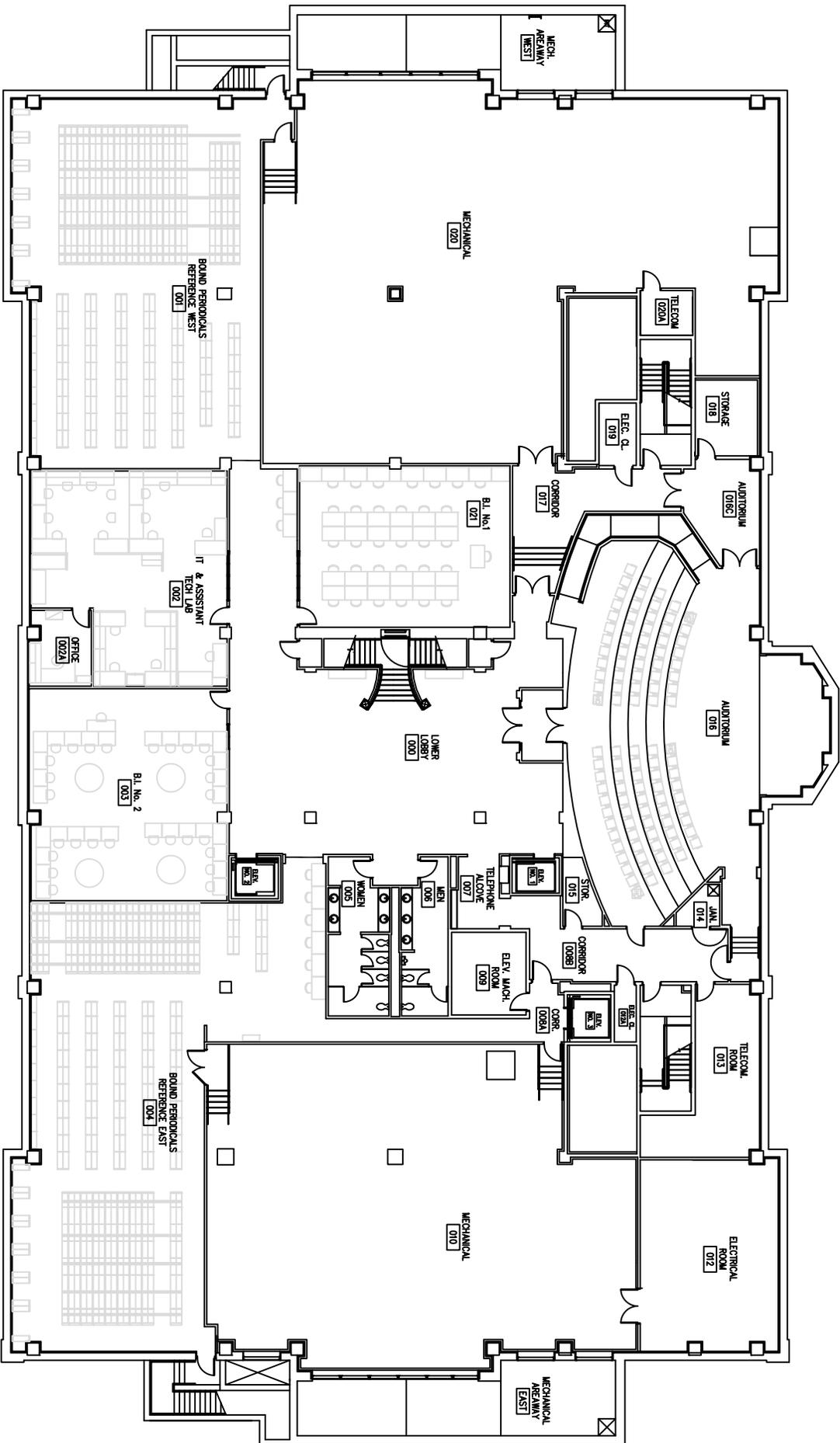
◆ SOCIAL SCIENCES BUILDING ◆
 FIRST FLOOR



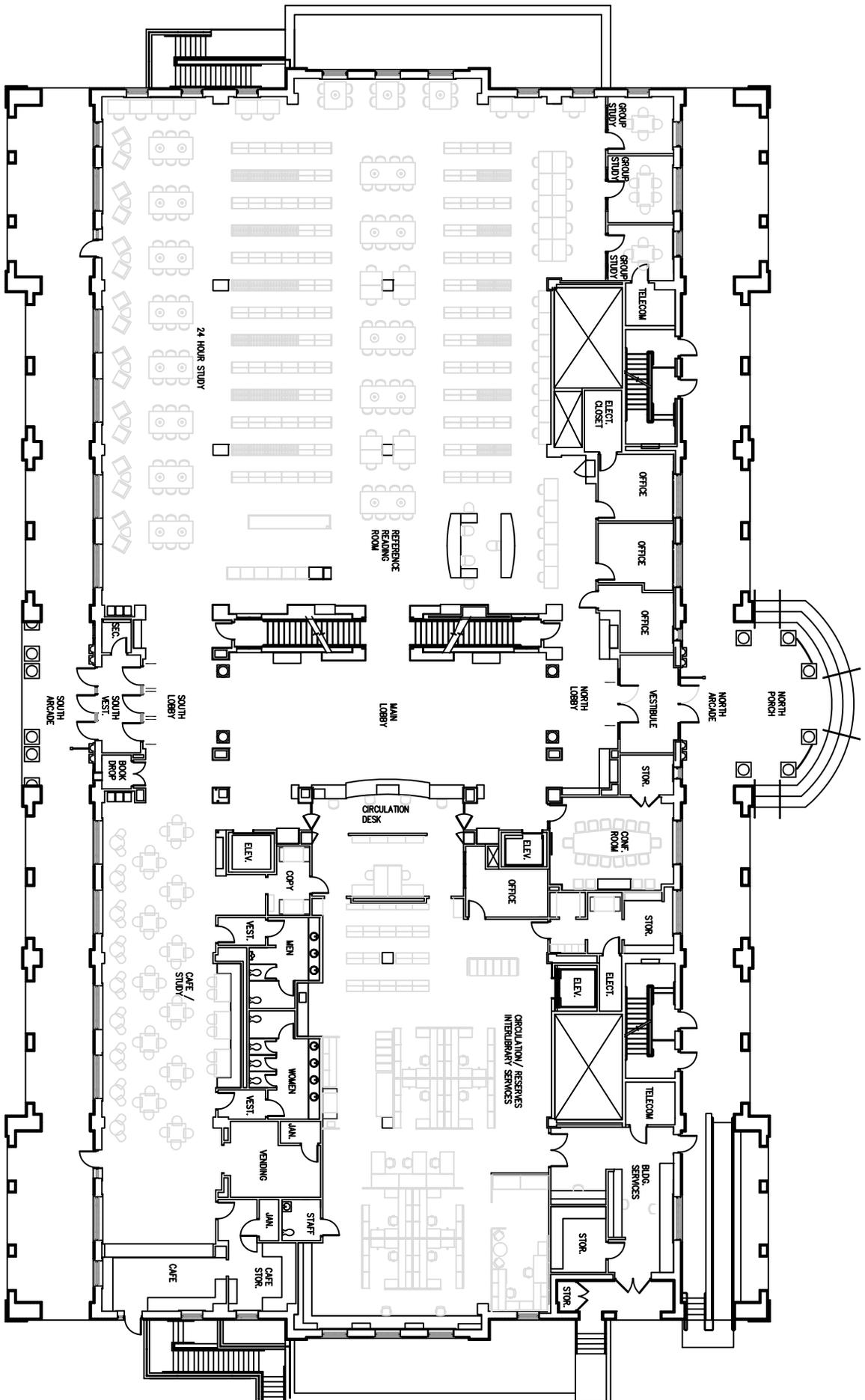
36 FIRE CODE
32 FEASIBLE
30 DESIGN

◆ SOCIAL SCIENCES BUILDING ◆
SECOND FLOOR

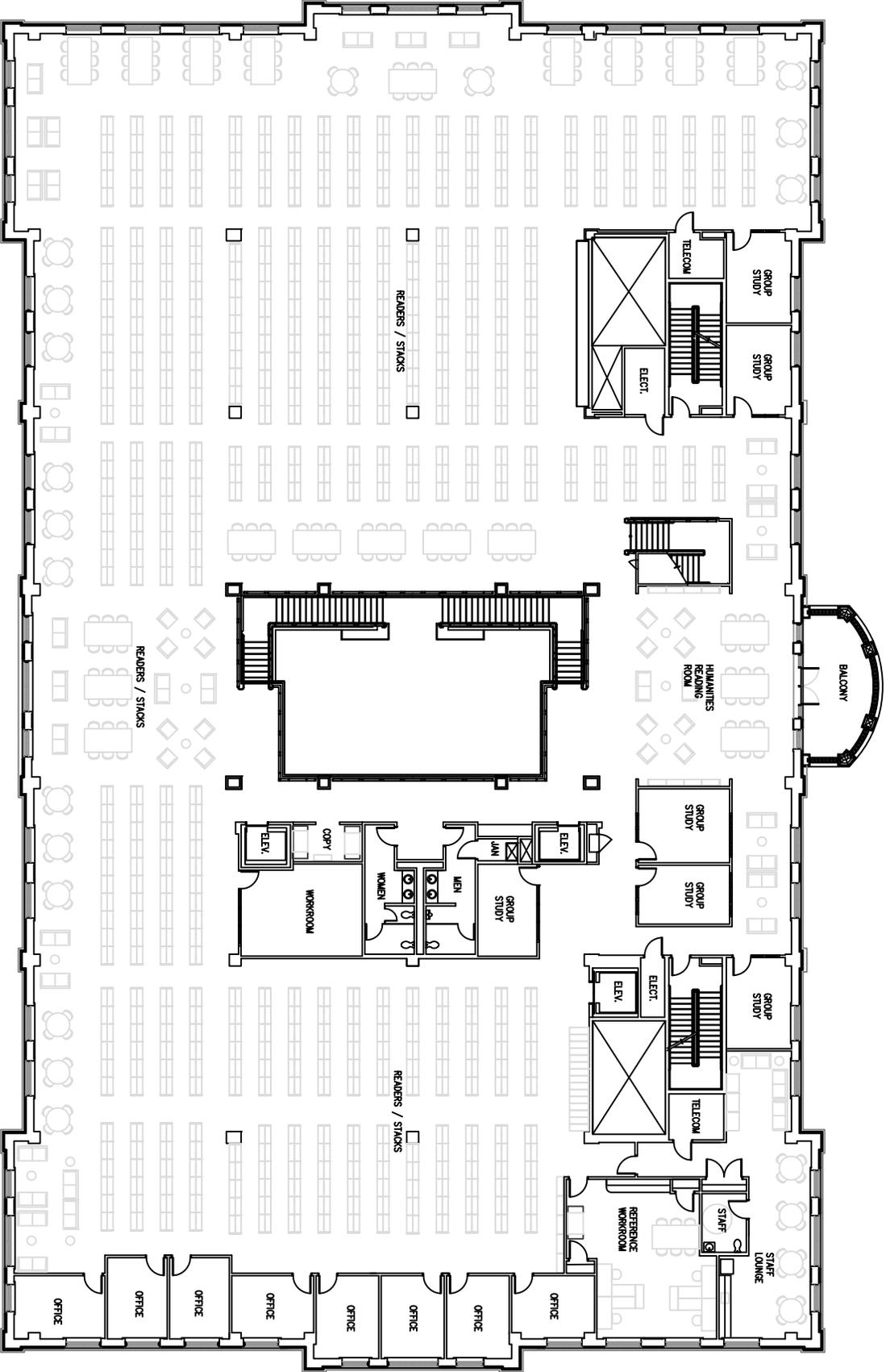
TCNJ LIBRARY – LOWER LEVEL PLAN

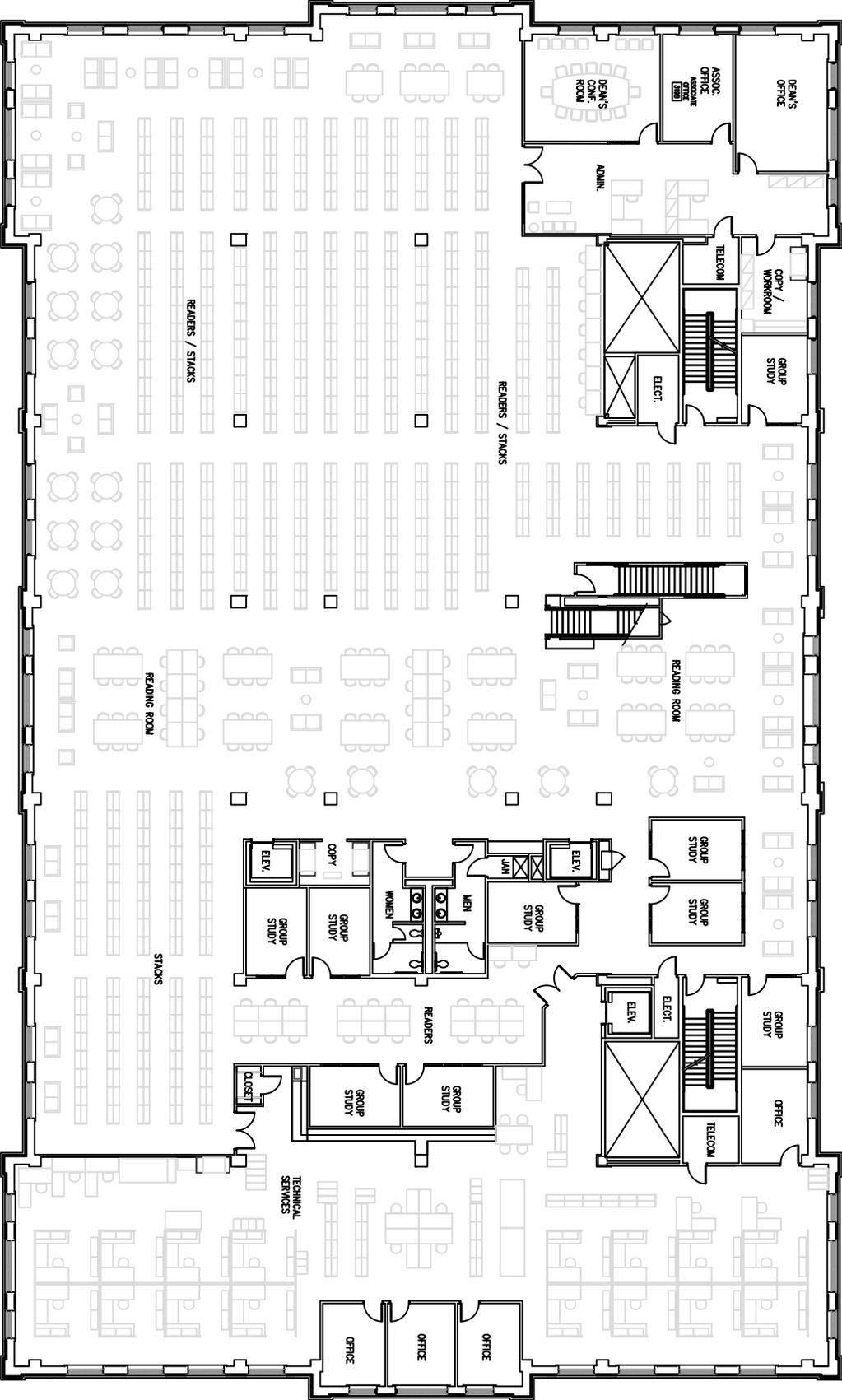


TCNJ LIBRARY - FIRST FLOOR PLAN

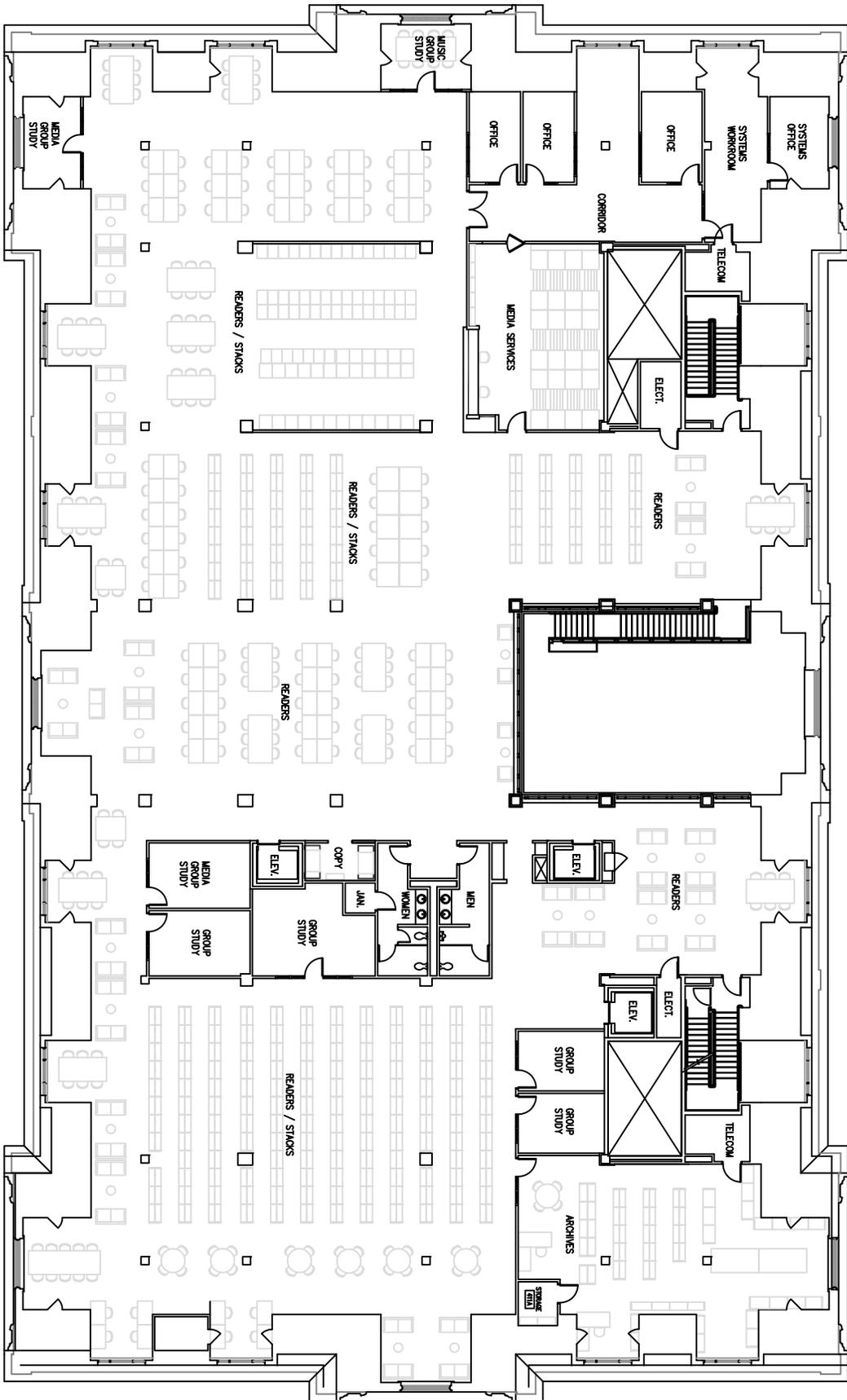


TCNJ LIBRARY – SECOND FLOOR PLAN





TCNJ LIBRARY - THIRD FLOOR PLAN



TCNJ LIBRARY – FOURTH FLOOR PLAN

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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.**

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO COMPLY WITH THE AFFIRMATIVE ACTION REQUIREMENTS LISTED ABOVE.

Firm Name: _____

Signature: _____

Title: _____

Date: _____



STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **The College of New Jersey** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **The College of New Jersey** to notify the **The College of New Jersey** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **The College of New Jersey** to declare any contract(s) resulting from this certification void and unenforceable.

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



NON-COLLUSION STATEMENT

Date: _____

The College of New Jersey
The Office of Finance & Business Services, Purchasing Department
Administrative Services Building, Room 201
P.O. Box 7718
Ewing, New Jersey 08628-0718

To Whom It May Concern:

This is to certify that the undersigned bidder _____ as not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted to The College of New Jersey on the _____ day of _____, 20____.

Signature: _____

Corporate Seal:

Attest by: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

My commission Expires: _____

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED

INFORMATION AND INSTRUCTIONS

For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bsol/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting
recertification**

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholders of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 1/2 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Governorial or Lieutenant Governorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.

Remove Contribution

Add a Contribution

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification (Check one box only)

- (A) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

"N.J.S.A. 52:34-13.2 CERTIFICATION"
SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____ Waiver Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location[s] by COUNTRY	Reasons why services cannot be performed in USA
------------------------------------	-------------------------	--	---

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

State of New Jersey

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: Bidder/Offeror:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

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.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET.

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

[Empty box for additional information]

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

Full Name (Print): Signature:

Title: Date:

VENDOR QUALIFICATION SHEET

Vendors are required to submit evidence of qualifications to meet all requirements as required by the Office of Finance & Business Services at The College of New Jersey by providing the information listed below.

If this information is being requested as part of an RFP or RFQ, vendors may be requested to furnish additional information for clarification purposes. This will in no way change the vendor's original proposal.

TO BE COMPLETED BY VENDOR

1. Please list the types of commodities that your company can provide.

A.

B.

C.

2. The number of years your firm has been providing these services. _____ Year(s)

3. Location of vendor's office that will be responsible for managing contract/service:

Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Street Address: _____

City/State/Zip: _____

Federal Identification Number: _____

4. Address where all purchase orders and payment are to be mailed by users of any contract(s) resulting from this proposal (if different from above).

Purchase Orders:

Firm Name: _____

Street Address: _____

City/State/Zip: _____

Remittances:

Firm Name: _____

Street Address: _____

City/State/Zip: _____

VENDOR QUALIFICATIONS- continued

5. Name of insurance company:

Street Address: _____

City/State/Zip: _____

Types of Insurance: _____

6. Name of individual to contact for sales/services information:

Name: _____

Telephone: _____

Email Address: _____

Street Address: _____

City/State/Zip: _____

7. List the names and titles of personnel who will service this contract:

8. Is your firm registered with the Secretary of State of New Jersey? **Yes** ____ **No** ____

9. Is your firm incorporated? **Yes** ____ **No** ____

A) In What State? _____

10. Is your firm considered a small business in the State of New Jersey? **If yes, please attach a certificate or certification statement from the New Jersey Commerce and Economic Growth Commission.** If no and you would like to register, please contact the New Jersey Commerce and Economic Growth Commission at 609-777-0885.

Small Business: **Yes** ____ **No** ____

A) What category does your firm fall under?

Gross Revenues do not exceed \$500,000 _____

Gross Revenues do not exceed \$5 million _____

Gross Revenues do not exceed \$12 million _____

Under Executive Order 34, TCNJ is responsible for soliciting demographic information from its vendors. TCNJ is required to seek the following information from each firm under contract with us:

1. Is more than fifty percent (50%) of your company minority owned? (circle one) YES NO
(African-American, Hispanic, Asian, and/or Native American)

2. Is more than fifty percent (50%) of your company woman owned? (circle one) YES NO

3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)
 - Asian American
 - Multiple Ethnicities
 - Non-Minority
 - Hispanic American
 - African American
 - Caucasian American Female
 - Native American
 - Unspecified

TCNJ is required to solicit the foregoing information. Your response, however, is **strictly voluntary**. Please be advised that any contracting decisions made by TCNJ will **not** be influenced in any way by your decision to provide the above information.

EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The Division is charged with administering and monitoring policies, practices, and programs to ensure that New Jersey owned minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey's purchasing and procurement processes.

State entities are required to report to the Division the ethnic and gender composition of the vendors with which we do business.

VENDOR QUALIFICATIONS-

11. Please provide a list of former or present clients. Also, indicate the name of a contact person and telephone number for reference purposes. **Any personnel from The College of New Jersey listed as a reference will not be considered a valid reference.**

- A. **Client Name:**

 Contact Name:

 Telephone Number:

 Fax Number:

 Email Address:

- B. **Client Name:**

 Contact Name:

Telephone Number:

Fax Number:

Email Address:

C. Client Name:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

D. Client Name:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

VENDOR QUALIFICATIONS- continued

12. Please answer the following questions related to your prior experience:

- a. Has the bidder been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with the contracting unit? If yes, attach summary of details on a separate sheet.

Yes _____

No _____

- b. Has the bidder defaulted on a contract, thereby requiring the local unit to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract? If yes, attach summary of details on a separate sheet.

Yes _____

No _____

- c. Has the bidder defaulted on a contract, thereby requiring the local unit to look to the bidder's surety for completion of the contract or tender of the costs of completion? If yes, attach summary of details on a separate sheet.

Yes _____

No _____

- d. Has the bidder been debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of contract award, whether or not the action was based on experience with the contracting unit. If yes, attach summary of details on a separate sheet.

Yes _____

No _____

Firm Name: _____

Signature: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

Unless the vendor is specifically instructed otherwise or specifically deleted on this form, the following terms and conditions apply to all contracts or purchase agreements made with The College of New Jersey. These terms are in addition to any terms and conditions set forth in a solicitation and should be read in conjunction with same unless specifically indicated otherwise. If applicable, these terms and conditions shall also incorporate as if fully set forth herein the attached Rider for Purchases Funded, In Whole or In Part, By Federal Funds. In the event that the vendor would like to present terms and conditions that are in conflict with these terms and conditions or proposes changes or modifications or takes exception to any of The College's terms and conditions, the vendor must present those conflicts in writing prior to the submission of their proposal/bid for the required goods/services. Any conflicting terms and conditions that the College is willing to accept will be reflected in writing. Any cross out or change in the College's terms and conditions at time of proposal/bid submission may be a factor in determining an award of contract or purchase agreement.

Vendors are notified by this statement that all terms and conditions will become a part of any contract or order awarded as a result of a request for proposal whether stated in part, in summary, or by reference. In the event a vendor's terms or conditions conflict with a State law and/or the College's terms and conditions, the State law or College's terms and conditions will prevail.

The vendor's status pursuant to all contracts or purchase agreements shall be that of an independent contractor and not of an employee of The College or the State of New Jersey.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

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.

1.2 ANTI-DISCRIMINATION-All parties to any contract with The College of New Jersey 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 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 all rules and regulations issued thereunder. The vendor agrees that:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

1.3 PREVAILING WAGE ACT-The New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.26 et seq. is hereby made a part of every contract entered into on behalf of The College of New Jersey except those contracts which are not within the contemplation of the Act. The vendor's signature on his proposal guarantees that neither the firm nor any subcontractors employed to perform the work covered by his proposal has been suspended or debarred by the Commissioner of the Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the vendor's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by his proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts. The College of New Jersey can terminate the contract in the event vendor or any subcontractor violates the Prevailing Wage Act.

1.4 WORKER AND COMMUNITY RIGHT TO KNOW ACT-The provisions of N.J.S.A. 34:5A-1 et seq which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to The College must be labeled by the vendor in compliance with the provisions of the Act.

1.5 OWNERSHIP DISCLOSURE-Contracts for any work, goods, or services cannot be issued to any firm unless the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.6 COMPLIANCE-STATE LAWS-It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed by and construed in accordance with the laws of the State of New Jersey. The laws of the State of New Jersey shall determine the rights and obligations of the parties hereto.

A. 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 entity and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the State Department of the Treasury.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <https://nj.gov/labor/handbook/formdocs/FormIntroNJREG.html>

B. Public Works Contractor Registration Act - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or https://www.nj.gov/labor/wagehour/wagehour_index.html.

C. The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.

D. Certification and Disclosure of Political Contributions – Pursuant to N.J.S.A. 19:44A-20.14 et seq. (P.L. 2005, c. 51 and EO no. 117), the College is prohibited from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Prior to awarding any contract or agreement, the vendor shall submit the Certification and Disclosure form to The College, for review and approval by the State Treasurer or his designee, certifying that no contributions prohibited by either Chapter 51 or Executive Order 117 have been made by the vendor and reporting all contributions the vendor made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

E. Political Contribution Disclosure – For any contract exceeding \$17,500, with the exception of contracts awarded as a result of the public advertising for bids, the vendor must comply with the requirements of P.L. 2005, c.271.

F. Annual ELEC Disclosure - 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-20.27 (P.L. 2005, c. 271, section 3 as amended) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

G. Compliance Codes - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

H. Buy American Act - Pursuant to N.J.S.A 52:32-1 and 52:33-1 et seq., if manufactured items or farm products will be provided under this contract to be used in public work or a public contract, they shall be manufactured or produced in the United States and the vendor shall be required to so certify provided this requirement is not inconsistent with the public interest, the cost not unreasonable, nor the requirement impractical.

I. Service Performed in the U.S. – Under N.J.S.A. 52:34-13.2, all contracts primarily for shall be performed with the United States, except when the Contracting Officer certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States.

J. Diane B. Allen Equal Pay Act - Pursuant to N.J.S.A. 34:11-56.14, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

K. Warranty of No Solicitation By Paid Agent - Pursuant to N.J.S.A. 18A:64-6.1, the contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, broker-age or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the College shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

1.7 COMPLIANCE-LAWS-The vendor must comply with all local, state, and federal laws, rules, and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2. LIABILITIES

2.1 LIABILITY-COPYRIGHT-The vendor shall hold and save The College of New Jersey and its officers, agents, students, and employees harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of any contract awarded pursuant to this proposal.

2.2 INDEMNIFICATION-The vendor shall assume all risk of and responsibility for any and all claims, demands, suits, actions, recoveries, 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 which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract; and additionally agrees to indemnify, defend, and save harmless The College of New Jersey and its officers, agents, students, and employees from and against such proceedings. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

2.3 INSURANCE BY THE CONTRACTOR: The insurance shall be of the kinds and in the amounts required in this paragraph, and shall be issued by insurance companies approved to do business in New Jersey. The College of New Jersey, the State of NJ, and the NJ Educational Facilities Authority shall be named as an additional insured on the policies. The Contractor expressly agrees that any insurance protection required by this contract shall in no way *limit* the Contractor's obligations under this contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage. Nor shall it preclude the College from taking such actions as are available to it under any other provisions of this contract or law. The successful vendor shall secure and maintain in force, for the term of the contract, liability insurance as provided herein. The certificate shall not be cancelled for any reason except after 30

days written notification to the Purchasing Department for The College of New Jersey.

A. The insurance to be provided by the successful bidder shall be as follows:

1. Commercial General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.

2. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 combined single limits.

3. Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers Liability Insurance with a limit of not less than \$500,000.

4. Professional Liability Insurance (consultants) Consultant must maintain Professional Liability Insurance with minimum limits of liability that shall not be less than a combined single limit of two million dollars (\$2,000,000) per claim. The professional liability insurance shall be maintained for a period of not less than two years following the actual completion and acceptance of the Project by The College's Contracting Officer. Should the Consultant change carriers during the term of this contract, it shall obtain from its new carrier an endorsement for retroactive coverage.

B. Upon request, the successful vendor will provide certificates of such insurance to the Purchasing Department prior to the start of the contract and periodically during the course of a multi-year contract.

C. **EVIDENCE OF INSURANCE.** The Contractor shall when this contract is signed and before beginning the work required under this contract, provide the College with valid certificates of insurance signed by an insurance provider or authorized agent or underwriter to evidence the Contractor's insurance coverage as required in this paragraph, and also copies of the policies themselves. The certificates of insurance shall specify that the insurance provided is of the types and in the amounts required in this paragraph, and that the policies cannot be canceled except after 30 days written notice to the College.

D. **CANCELLATION.** The certificates of insurance shall provide for 30 days written notice to the College before any cancellation, expiration or non-renewal during the term the insurance is required by this contract. The Contractor shall also be required to provide the College with valid certificates of renewal when policies expire. The Contractor shall also, when requested, provide the College with additional copies of each policy required under this contract, which are certified by an agent or underwriter to be true copies of the policies issued to the Contractor.

E. **REMEDIES FOR LACK OF INSURANCE.** If the Contractor fails to renew any of its required insurance policies, or any policy is canceled, terminated or modified, the College may refuse to pay monies due under this contract. The College, in its sole discretion and for its sole benefit, may use monies retained under this paragraph to attempt to renew the Contractor's insurance or obtain substitute coverage if possible for the College's sole benefit, and may invoke other applicable remedies under the contract including claims against the Contractor and its surety. During any period when the required insurance is not in effect, the College may also, in its sole discretion, either suspend the work under the contract or terminate the contract.

3. **TERMS GOVERNING ALL PROPOSALS TO THE COLLEGE OF NEW JERSEY**

3.1 CONTRACT AMOUNT-The amount of any contract negotiated, as a result of this proposal shall not be construed as either the maximum or the minimum amount, which the College shall be obligated to order.

3.2 CONTRACT PERIOD AND EXTENSION OPTION-If, in the opinion of the Contracting Officer it is in the best interest of the College to extend any contract awarded as a result for a period of all or any part of a year, the vendor will be so notified of the intent at least 30 days prior to the expiration date of the existing contract. If the extension is acceptable to the vendor, at the original prices and on the original terms, notice will be given to the vendor by the College's Contracting Officer in writing. Unless otherwise specified in such cases, a new Performance Bond may be required of the vendor on a pro rata basis of the original Performance Bond to cover the period of the extension.

3.3 VENDOR RIGHT TO PROTEST INTENT TO AWARD

A. Except in cases of emergency, vendors have the right to protest the Contracting Officer's award of the contract as announced in the notice of intent to award. Unless otherwise stated, a vendor's protest must be received no later than seven business days after the date on the notice of intent to award. In the public interest, the Contracting Officer may shorten the protest period, but shall provide at least 48 hours for vendors to respond to a proposed award.

B. A protest must be in writing and delivered to the Contracting Officer. It must include the specific grounds for challenging the award.

C. The Contracting Officer shall render the College's decision within 10 days to the protesting vendor.

3.4 TERMINATION OF CONTRACT

A. Change of Circumstances:

1. Where the circumstances or needs of the College significantly change or the contract is otherwise deemed no longer to be in the public interest, the Contracting Officer may terminate the contract.

2. The vendor must, where practicable, be given 30 days written notice and an opportunity to respond.

B. For Cause:

1. Where a vendor fails to perform or comply with a contract, the Contracting Officer may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for the vendor to respond.

2. When a vendor executes a contract poorly as evidenced by formal complaint, late delivery, and poor performance of service, short-shipping etc., the Contracting Officer may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for response. In exceptional situations the Contracting Officer may reduce the period of notification and discretionary dispense with an opportunity to respond.

C. For Convenience:

1. Notwithstanding any provision or language in this contract to the contrary, the Contracting Officer may terminate at any time, in whole or in part, any contract for the convenience of The College, upon no less than 30 days written notice to the vendor.

D. In the event of termination under this section, the vendor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.5 COMPLAINTS-Where a vendor has a history of performance problems as evidenced by formal complaints and/or contract cancellation for cause pursuant to 3.4.B, that vendor may be bypassed for any future contract awards unless the vendor submits with proposal documentation:

A. An explanation of the past performance difficulties and the reasons for such occurrences.

B. An outline of corrective action taken by the vendor to preclude future recurrences of the same or similar problems in the event the vendor is awarded the contract.

3.6 SUBCONTRACTING OR ASSIGNMENT-The contract may not be subcontracted or assigned by the vendor, in whole or in part, without the prior written consent of the Contracting Officer. Such consent, if granted, shall not relieve the vendor of any of his responsibilities under the contract. In the event that a vendor proposes to subcontract for the services to be performed under the terms of the contract award, it shall be stated in the proposal and a list of subcontractors and an itemization of the subcontract services to be supplied will be attached, for approval prior to award of the contract. Nothing contained in the specifications shall be construed as creating any contractual relationship between a subcontractor and the College.

3.7 PERFORMANCE GUARANTEE OF VENDOR-The vendor hereby certifies that:

A. The equipment offered is standard new equipment, is the manufacturer's latest model in production with parts regularly used for the type of equipment offered and that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

B. All equipment operated by electrical current is UL listed where applicable.

C. All new machines are guaranteed as fully operational for the period stated in the RFP from time of written acceptance by The College. The vendor will render prompt service without charge, regardless of geographic location.

D. Sufficient quantities of parts for the proper service to equipment will be maintained at distribution points and service headquarters.

E. Trained technicians are regularly employed in the territory to provide service and repairs to equipment within 48 hours or a period of time accepted as customary industry practice.

F. Any material/equipment rejected for failure to meet the specifications or requirements of the College shall be immediately replaced by the vendor with properly specified equipment/material. Such replacement shall be completely at the vendor's expense.

G. All services rendered to the College shall be performed in strict and full compliance with the specifications of the contract.

1. A service contract shall not be considered complete until final approval by the College is rendered.
2. Payment for services rendered may not be made until final approval is given by the College.

H. Vendor's obligations under this contract is in addition to the vendor's other expressed or implied assurances under this contract or New Jersey State Law and in no way diminishes any other rights that the College may have against the vendor for faulty material, equipment, or work.

I. Bid and Performance Security – **INTENTIONALLY OMITTED.**

3.8 DELIVERY GUARANTEES-Deliveries shall be made at such time and in such quantities as ordered in strict compliance with the conditions contained in the contract. The vendor shall be responsible for the delivery of material in first class condition and in accordance with good commercial practice. Items delivered must be strictly in accordance with bid specifications. In the event delivery of goods or services is not made within the time frame specified or under the schedule stipulated in the specifications, the College may obtain the goods or services from any available source and the difference in price, if any, will be paid by the vendor failing to fulfill the commitment.

3.9 RIGHT TO INSPECT VENDOR'S FACILITIES-The College reserves the right to inspect the vendor's establishment before making an award, for the purposes of ascertaining whether the vendor has the necessary facilities for performing the contract. The College may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the College in making a contract award which is most advantageous to the College.

3.10 RIGHT TO FINAL ACCEPTANCE-The College reserves the right to reject all bids, or to award a contract in whole or in part if of the College determines it is the most advantageous to the College, price and other factors considered. In case of tie bids, the contract shall be awarded at the discretion of the Contracting Officer to the vendor or vendors best meeting all of the specifications and conditions.

3.11 MAINTENANCE OF RECORD-The vendor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the College upon request.

3.12 Extension of Contract to Other Institutions – INTENTIONALLY OMITTED.

3.13 MERGERS, ACQUISITIONS - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the College as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested, which may include but need not be limited to the following:

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. updated information including ownership disclosure and Federal Employer Identification Number

3.14 Right to Request further Information-The College reserves the right to request all information which may assist in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further the College reserves the right to request a bidder to explain, in detail, how the bid prices were determined.

3.15 BID ACCEPTANCES AND REJECTIONS - The College reserves the right to waive minor elements of non-

compliance or reject bids in accordance with law.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATIONS DURING CONTRACT-Unless otherwise noted by the College, all prices quoted shall be firm and not be subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period, the College shall receive the full benefit of such price reduction on any subsequent orders for goods or services. The Purchasing Department must be notified in writing of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause.

4.2 DELIVERY COSTS-Unless noted otherwise in the specification, all quoted prices shall include delivery F.O.B. Destination. The vendor shall assume all liability and responsibility for the delivery of merchandise in good condition to The College of New Jersey or any other location specified by the contract. F.O.B. Destination shall be interpreted as platform delivery to the Receiving Department of the College or other receiving point indicated in the contract. In certain instances spot deliveries may be specified and required. No additional freight charges will be payable for transportation costs resulting from partial shipments made for the vendor's convenience when a single shipment is ordered.

4.3 COD TERMS-Unless otherwise stated COD terms are not acceptable and such contingency shall constitute just cause for automatic rejection of a bid.

4.4 TAX CHARGES-The College of New Jersey is exempt from the New Jersey sales or use tax pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act N.J.S.A. 54:32B-1 et seq. Additionally, the College is exempt from Federal Excise Tax. An exemption certificate or number is not required for The College of New Jersey to make tax-exempt purchases. Official requests on College letterhead or official purchase orders signed by a qualified officer is sufficient proof for the vendor of exemption from paying the sales tax. Vendors should not include tax charges in their price quotations or on subsequent invoices for purchased goods or services. The College's Federal Employer Identification Number is 222797398.

4.5 PAYMENT TO VENDORS-Payments for goods and/or services purchased by the College will only be made after receipt of contracted items and approval of the invoice for payment. The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

New Jersey Prompt Payment Act –The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed invoice or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the College prior to processing any payments for goods and services accepted by the College. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

4.6 CASH DISCOUNTS-Cash discounts for periods of less than 21 days will not be considered as factors in the award of contracts. For purposes of determining the College's compliance with any discount offered:

A. A discount period shall commence on the date of a properly executed vendor invoice for products and services that have been duly accepted by the College in accordance with terms, conditions and specifications of a valid Contract/Purchase Order. If the invoice is received prior to delivery of the goods or performance of services, the discount period begins with the receipt and acceptance of the goods or completion of services.

B. The date of the check issued by the College in payment of an invoice shall be deemed the date of the College's response to an invoice for cash discount purposes.

5. FORCE MAJEURE

If, because of force majeure, either party hereto is unable to carry out any of its obligations under this contract, other than the obligations to pay money due hereunder, and if such party promptly gives to the other party hereto written notice of such force majeure, then the obligations of the party giving such notice shall be suspended to the extent made necessary by such force majeure and during its continuance, provided that the party giving such notice shall use its best efforts to remedy such force majeure insofar as possible with all reasonable dispatch. The term "force majeure" as used herein shall mean any causes beyond the control of the party affected thereby, such as, but not limited to, acts of God, act of public enemy, insurrections, riots, strikes, lockouts, labor disputes, fire, explosions, floods, breakdowns, or damage to plants, equipment or facilities, embargoes, orders, or acts of civil or military authority, or other causes of a similar nature. Upon the cessation of the force majeure event, the party that had given original notice shall again promptly give notice to the other party of such cessation.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE - Please be advised that, pursuant to N.J.S.A. 54:49-19, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the

taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

APPLICABLE LAW - This contract is subject to New Jersey law, including but not limited to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. This Agreement and all matters or issues collateral to it, shall be governed by and construed in accordance with the law of the State of New Jersey, without regard to its conflict of law provisions.



STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS
(REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

VI. COPELAND ANTI_KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.