



Number: AB220015  
Date Issued: February 7, 2022  
Purchasing Contact: Anup Kapur  
Phone: (609) 771-2859  
Email: kapura@tcnj.edu  
Requesting Department: Building Services  
Fiscal Year: 2022

Proposals will be due on **Wednesday, March 9, 2022 at 2 p.m.**

Important: This proposal must be received at or before the opening time and date stated above. Late proposals will not be accepted. Return proposal 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 REQUEST FOR PROPOSAL:**

**Solicit proposals for a vendor to provide Supplemental Custodial Service to The College of New Jersey.**

**INSTRUCTIONS TO VENDOR'S FOR COMPLETING THIS PROPOSAL**

1. Read the entire proposal, 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 PROPOSAL IS TO BE SIGNED BELOW (LINE 18).**
4. Proposal 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 bidding process shall be directed to the Purchasing department only.
7. All instructions must be followed and signatures must be provided for proposal to be accepted.

**MANDATORY TO BE COMPLETED BY THE VENDOR**

8. Payment discount terms: \_\_\_\_\_
9. Prices quoted are firm through 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 proposal unless otherwise stated in writing and submitted with the proposal.

**PRE-BID CONFERENCE SCHEDULED ON FEBRUARY 10, 2022 AT 1:00 P.M.**



**AB220015**

**February 4, 2022**

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 **February 7, 2022 in The Trentonian**. 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 18-A, The College of New Jersey is soliciting proposals for a firm to provide Supplemental Custodial Services (**AB220015**). Copies of the bid documents may be obtained via our website ((<https://bids.tcnj.edu/home/goods-and-services/>))

A virtual pre-bid meeting is scheduled on February 10 at 1:00 p.m. The purpose of the meeting will be to review the RFP documents and to answer questions about the RFP process.

Call in number: 321-558-7338, Conference ID: 246777853#

WEB ADDRESS: [www.coreamerica.glance.net](http://www.coreamerica.glance.net) Meeting Key: 1995

A site visit is scheduled on February 14 at 10:00 a.m. at the Facilities Building on Metzger Drive at College's campus in Ewing, NJ.

The College will accept sealed bids until **2:00 p.m., March 9, 2022** 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.

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 REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975 (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 Proposal (RFP) is to secure a vendor to provide Supplemental Custodial Services on campus.
- b) The College will award the contract within sixty (60) days from the date of the proposal opening. The College, pursuant to State College Contract Law, reserves the right to reject all proposals. In the event that proposals are rejected, the College may elect to re-bid this contract.
- c) The College retains the right to award contracts to two or more vendor's in the event it is determined to be most advantageous to the College.
- d) The College retains the rights to waive minor informalities or non-material exceptions in a bid in accordance with applicable laws.

**2) DEFINITIONS:**

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

### 3) **PROPOSAL/BID PREPARATION AND SUBMISSION**

#### **Questions:**

All questions must be submitted in writing via email ([kapura@tcnj.edu](mailto:kapura@tcnj.edu)) or fax (609-637-5140) to Anup Kapur, Finance & Business Services, The College of New Jersey, no later than **February 18, 2022 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/](http://www.tcnj.edu/~budfin/)) no later than **February 24, 2022**. **Any and all such addenda MUST be attached to each vendor's proposal submission.**

**Pre-bid meeting and site inspection:** The College may require that interested bidders attend a pre-bid meeting and or a site inspection. The purpose of this meeting or inspection is to provide the interested bidder the opportunity to present questions and see the institution's facilities where the services are to be performed. The institutions may require mandatory attendance at the meeting or inspection as a pre-requisite for submitting a proposal. The institutions may not accept a proposal from a bidder that failed to attend a mandatory pre-bid meeting or a mandatory site inspection. **Virtual pre-bid meeting scheduled on February 10, 2022 at 1:00 p.m.**

Call in number: 321-558-7338, Conference ID: 246777853#

WEB ADDRESS: [www.coreamerica.glance.net](http://www.coreamerica.glance.net) Meeting Key: 1995

**A site visit is scheduled on February 14, 2022 at 10:00 a.m.** at the Facilities Building on Metzger Drive.

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

#### **Submission:**

Each vendor submitting a proposal will deliver or cause to be delivered the required elements of the proposal package, sealed in an envelope and clearly marked as a proposal with its 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: Wednesday, March 9, 2022 at 2:00 p.m.**

#### **Signature:**

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

**Vendor's should submit one (1) hard copy of their proposal and one (1) digital copy (flash drive) of their proposal.**

#### **Addenda:**

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

#### **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 proposal in response to this RFP.

#### **Contents of Bid Proposal:**

Subsequent to bid opening, all information submitted by vendor's is response to the RFP 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 institutions reserve the right to make the determination and will advise the vendor's accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The institutions will not honor any

attempt by a vendor either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

By signing this RFP 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 institutions and cooperative purchasing partners and thus have to be made public to allow eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the institutions 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 bid proposals received in response to this RFP.

**Pricing:**

All pricing should be provided per the scope of work/attached cost sheet.

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, vendor's, 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, vendor's shall follow guidelines established by the New Jersey Clean Energy Program and/or requirements set forth in Executive Order #11.

**Exhibits:**

Exhibits A1 and A2 include a building list and the net cleanable square footage breakdown of the different rooms, area types and buildings found at TCNJ.

The Technical Submittal (Exhibit B) contains multiple requests and questions designed to provide the Service Provider the opportunity to present its management plan, differentiators, expertise and professionalism. Each question should be answered as clearly and concisely as possible, with supporting documentation included as attachments where necessary. Along with the Pricing Workbook, (Exhibit C), the Technical Submittal (Exhibit B) must be completed and returned as part of your RFP response.

**Substitutions**

The vendor's may include in their bid substitute materials or equipment or methods in lieu of those specified in the bidding documents. 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 he/she may feel that he/she has two or more types or styles that will meet specifications. Vendor's must determine for themselves which to offer. This may be cause for automatic rejection of bid.

**Multiple Proposals are Not Allowed**

No vendor's 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's 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. Once bids have been opened, the vendor's runs the risk of forfeiting their bid bond.

Submitted proposals shall be valid for at least a 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:

- Any addenda if issued
- Non-Collusion Statement
- Statement of Ownership Disclosure
- Source Disclosure Certification: For all procurements that are "primarily" for services, the vendor's 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 agency'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 RFP, the vendor's must provide a bid bond and a statement of surety with the bid proposal.~~
- ~~THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE – If the RFP is for a public works project, the Vendor's shall submit with the proposal the vendor's Public Work Contractor Registration Act Certificate. Failure to submit a copy of the certificate may be cause for rejection of the proposal.~~
- Vendor Qualifications Sheet
- The College of New Jersey strives to create a diverse environment through a variety of initiatives to make the campus more welcoming to people of all backgrounds. Submit a summary of your organization's policies, procedures and practices aimed at increasing diversity in the workforce. Specify the types of diversity that are important to your organization and the diversity of your workforce. Specify the diversity in the team you select for the College commitment and how that will affect the quality of services provided to the College.
- Completed Exhibit B (Technical Submittal) and Exhibit C (Pricing Workbook in Excel format).

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/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

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

Subcontractors named in a bid or other proposal shall provide proof of business registration to the vendor's, 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 a contracting agency.

- **AFFIRMATIVE ACTION:** The vendor is required to submit a copy of Certificate of Employee Information Report 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) and send it along with a check for \$150 to the NJ Department of Treasury, Division of Purchase and Property, Contract Compliance Unit. Send a copy of the completed form and check to the College.
- Disclosure of Investment in Iran
- 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 - Vendor Certification and Disclosure of Political Contributions:

- In order for your proposal 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 RFP 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 scope of work, contract documents and specifications.

#### **4) CONTRACTUAL TERMS**

- a) Contract administration: The vendor will coordinate all work schedules with the Building Services department once the contract is awarded.
- b) Term of contract as specified in the scope of work shall commence with the formal date of award and shall not exceed thirty-six (36) months.
- c) Proposals 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 vendor 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 vendor 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 RFP shall consist of this RFP, addend to this RFP, the vendors bid proposal and the Notice of Award. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP 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 vendor 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) If awarded a contract your company/vendor will be required to comply with the requirements of P.L. 1975 c.127. (NJAC 17:27).
- k) Record Retention: Pursuant to N.J.A.C. 17:44-2.2, the vendor 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) PROPOSAL EVALUATION:**

Evaluation committee - Bid proposals 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.

Proposals will be judged by the following criteria:

- a) Experience of the vendor in the commodity being bid.
- b) The ability of the vendor to efficiently, accurately, and successfully perform the required services essential to this 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 response to all specification requirements in sufficient detail for the evaluator(s) to analyze the proposal and make sound judgments about it.
- d) Price. The College of New Jersey reserves the right to evaluate price(s) and award contracts, based on the present worth analysis when it is determined to be most advantageous to the College. Vendor's should submit prices exactly as instructed. The College reserves the right to request all vendor's to explain the method used to arrive at any or all prices. The College reserves the right to require vendor's 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 proposal, the Executive Director of Procurement Services may seek clarification from the vendor's 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" proposals from one or more of the vendor's who have submitted a proposal. The number of vendor's 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 vendor's has a right to submit a "best and final."

# TCNJ Custodial SOW

## Statement of Work

### 1.1 Proposal Evaluation Criteria

Proposals will be evaluated including, but not limited to, the following criteria. The criteria are not listed in any particular order.

- Capabilities and experience, with demonstrated success performing similar services
- Overall staffing levels of trained staff members
- Supervisor-to-staff ratios
- Organizational structure and level of management dedicated to the TCNJ account
- References
- Experience with in-house to outsource transitions
- Cost of program
- Oral presentations / finalist interviews

### 1.2 Cleaning Specification

The Cleaning Specification for TCNJ has been put into a **performance-based framework** which allows for a clear and concise understanding of the various customer requirements.

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

### 1.3 Performance-Based Criteria and KPIs

#### **KPI SUMMARY**

*Note: the initial three months of the contract shall be considered a grace period. Penalties shall be waived during this period.*

Key Performance Indicator (KPI)	Performance Standard	Process & Source	Data & Tools	Desired Outcome And Penalties
#1: Service Provider Inspections	Maintain high standard of quality and cleanliness, so that all students, faculty and visitors can enjoy clean, healthy and safe facilities	All major facilities (as defined by TCNJ) shall be inspected each month, and half of the remaining buildings inspected monthly, on a rotating basis.  Service Provider's management team inspects the facilities on an ongoing basis. Regional/Area Manager visits and inspects the campus at least quarterly.	Smart Inspect custodial quality software and automated reports/dashboard	Acceptable scoring range: 87% - 89.99% (generally aligning with APPA 2)  Goal: > 90%  Service Provider is expected to continuously strive for 100% cleanliness.  Failure to upload, failure to reach the minimum score or failure to submit corrective action plan shall be considered non-performance. Two consecutive months of non-

		TCNJ has access to live dashboard of results; reports generated automatically and emailed to TCNJ.		performance shall result in a 1.5% credit on the subsequent month's base invoice. Penalty continues for repeated months of non-performance.
#2: Joint / TCNJ Inspections	Maintain high standard of quality and cleanliness, so that all students, faculty and visitors can enjoy clean, healthy and safe facilities	<p>Service Provider schedules at least one joint inspection walk each month with key TCNJ customers (managers or director of facilities).</p> <p>Additionally, TCNJ's facility team may inspect the facilities on their own, as available.</p> <p>TCNJ has access to live dashboard of results; reports generated automatically and emailed to TCNJ</p>	Smart Inspect custodial quality software and automated reports/dashboard	<p>Acceptable scoring range: 87% - 89.99% (generally aligning with APPA 2)</p> <p>Goal: &gt; 90%</p> <p>Service Provider is expected to continuously strive for 100% cleanliness</p> <p>It will be Service Providers responsibility to upload joint audits. Failure to upload, failure to reach the minimum score or failure to submit corrective action plan shall be considered non-performance. Two consecutive months of non-performance shall result in a 1.5% credit on the subsequent month's base invoice. Penalty continues for repeated months of non-performance.</p>
#3: Third-Party Inspections	Maintain high standard of quality and cleanliness, so that all students, faculty and visitors can enjoy clean, healthy and safe facilities	<p>Third-party consultant actively inspects a cross-section of the facilities throughout the year. Each visit shall include inspecting customer-selected facilities.</p> <p>Service Provider and TCNJ personnel may accompany the third-party inspector, if available.</p> <p>TCNJ has access to live dashboard of results; reports generated automatically and emailed to TCNJ</p>	Smart Inspect custodial quality software and automated reports/dashboard	<p>Acceptable scoring range: 87% - 89.99% (generally aligning with APPA 2)</p> <p>Goal: &gt; 90%</p> <p>Service Provider is expected to continuously strive for 100% cleanliness</p> <p>A 0.5% penalty relating to the base monthly invoice shall apply if Service Provider fails to obtain the minimum QSP score for two consecutive third-party audits</p>
#4: Quality Improvement Plan (QIP)	Participate in a formal process, managed by third-party consultant and performed by the Service Provider, to strive for continuous improvement	<p>Each month, the Service Provider reviews the quality inspection results (KPI's #1, #2, and #3) to develop and submit a QIP. The QIP should also include highlights of key activities, lessons learned, and successes from the previous month.</p> <p>Continuous Improvement Cycle (managed by third-party consultant): On the 2<sup>nd</sup> Wednesday of each month, the Service Provider shall report on the close-out of the previous month's QIP and submit the new QIP based on the most recent quality inspection data.</p>	Third-party consulting will work with Service Provider and TCNJ to co-develop a customized tool or spreadsheet	Monthly "punch list" of corrective actions, based on prior month's quality deficiencies. Identify root causes and training opportunities. QIP shall include a list of deficiencies (lowest scoring buildings or areas, for example), the corrective action, assigned team member, target date, and closeout date/notes/signoff
#5: Quarterly Business Review	Quarterly meetings to review account performance, KPI's,	In-person, 90-minute meetings with TCNJ and Service Provider's account team, conducted each quarter.	Variety of tools and metrics, focusing on key successes and opportunities for	Service Provider is properly prepared for the review, on time, and with the proper team members and KPI data

	major events, successes, staffing, etc.	Third-party consultant may participate as well to help facilitate the discussion and review inspection / QIP KPI's.	improvement, all KPI's, review of the campus calendar / special staffing needs, staffing labor reports, floor work and projects and other topics as selected by TCNJ	
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## **QUALITY ASSURANCE**

During the term of the Agreement, Service Provider shall be required to participate in a web based global quality system. TCNJ plans to utilize the Smart Inspect™ or similar quality system.

Quality assurance activities, such as those associated with participation in a performance-based program, are considered an integral part of the custodial relationship.

During the term of this agreement, the Service Provider shall conduct ongoing quality audits and data uploads using the Smart Inspect™ (or similar) quality inspection app. A cross section of all facilities must be inspected and uploaded each month. Failure to upload and/or failure to reach the minimum score (87%) shall be considered non-compliant. The Service Provider has primary responsibility to schedule and coordinate the audits, communicating the monthly schedule with TCNJ.

When available, a TCNJ representative shall join the Service Provider for the formal quality inspection. TCNJ may use Smart Inspect or a similar program to conduct their own inspections, separate from the Service Provider's inspections.

The Service Provider will be provided with access to the Smart Inspect (or other) web-based auditing platform. The cost of the platform is included as a line item in the Pricing Exhibit. Service Provider must purchase or have access to one iPod Touch, iPhone or iPad, Android or Kindle inspection device for its inspectors.

### **Third-Party Inspections**

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

### **Cleaning Deficiencies**

During the quality inspections, the inspector shall conduct cross-sectional inspections of TCNJ to identify the percentage of items which are free of the following cleaning deficiencies:

- 1) Buildup: any accumulation of soil, alkaline deposits, cleaning agents or floor finish, necessitating interim or restorative cleaning procedures
- 2) 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
- 3) Disorganized: messy, not arranged in an orderly manner
- 4) Dull: lacking a shine or luster

- 5) Dust: any loose extra-fine particles of dust, dirt, or sand
- 6) Filled, over: accumulation beyond acceptable levels
- 7) Filled, Under: depletion beyond acceptable levels
- 8) 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
- 9) Non-operational: not currently operating as intended
- 10) Scuff: removable nicks, scuffs, black marks and heel marks
- 11) 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
- 12) Streak: observable striation caused by a cleaning procedure

#### Maintaining a Quality Success Percentage of 87% or better

During the term of this agreement, the Service Provider is required to maintain a quality success percentage (QSP) of 87% (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 87%.

#### Corrective Action Plan

The Service Provider shall provide a corrective action plan after each month's cleaning quality inspections, regardless of the QSP attained.

#### Non-Compliance

Non-compliance is defined as:

- 1) Failure to obtain the defined minimum QSP score
  - 2) Failure to conduct the required monthly audit
  - 3) Failure to submit corrective action plans
- 1) Failure to obtain the defined minimum QSP Score

During the term of this agreement, the Service Provider is required to maintain a quality success percentage (QSP) of 87%.

- 2) Failure to conduct the required monthly audit

The Service Provider has the primary responsibility to schedule and coordinate, with TCNJ, ongoing audits using the Smart Inspect or similar quality platform. A cross section of all facilities 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, plus

any other primary high-visibility areas. It is recommended that the quality inspection be spread throughout the month, rather than performing the entire inspection on one or two days.

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

### 3) Failure to submit corrective action plans

The Service Provider shall submit monthly corrective action plans to the respective facility managers, outlining the primary quality deficiencies, the plan to address those deficiencies, and the results of the previous month's corrective action.

### Emergency Response Consideration

TCNJ understands that the Service Provider, 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 Service Provider an opportunity to perform the required cleaning of the area or facility impacted by the emergency.

### Team Approach

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

### **SUMMARY OF QUALITY ASSURANCE KPI's:**

- 1) Service Provider shall schedule and conduct ongoing quality inspections, including at a minimum a cross-section of all facilities each month, using the Smart Inspect or similar app
- 2) The overall monthly Quality Success Percentage (QSP) score must be at least 87%
- 3) Submit monthly corrective action plans, based on quality inspection results

Penalties: Failure to meet KPI #1, #2 or #3 for two consecutive months shall result in a 1.5% non-performance credit applied to the second month's invoice. Penalty continues for repeated months of non-performance

## **STAFFING LEVELS**

The Service Provider shall maintain accurate staffing records and be prepared to report and discuss staffing levels during each Quarterly Business Review.

## **FLOOR CARE AND CARPET CARE SCHEDULE**

The Service Provider shall maintain an accurate and updated schedule for restorative floor care and carpet care. This schedule shall include tasks such as stripping and refinishing, scrubbing and recoating, burnishing, carpet extraction, etc., and shall indicate planned dates and actual completion dates, by area.

The Service Provider shall present this schedule at least quarterly during the QBR.

## **OTHER KPI's**

Within the first three months of the agreement, the Service Provider shall work with TCNJ to co-develop other KPI's. These other KPI's may include compliance with TCNJ's work order standards (average completion time), green cleaning compliance (supplies and equipment) and annual cost savings suggestions.

## **1.4 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 Service Provider for its proposed supervisory staff (names, résumés, references, etc.). Service Provider shall put in place an account management team that will have the responsibility to manage all areas within the scope of this agreement. This account team shall consist of (but may not be limited to) the individuals designated below.

### **Account Manager(s)**

- 1) Is fully dedicated (40 hours per week) to TCNJ
- 2) Is available 24 hours, 7 days a week (as appropriate)
- 3) Responds to emergencies within one hour
- 4) Has ultimate responsibility for all activities within the TCNJ account
- 5) Functions as the primary contact with the TCNJ managers and other key personnel as identified
- 6) Institutes escalation procedures necessary to meet the service and quality requirements outside the standard terms of the agreement
- 7) Visits TCNJ facilities as appropriate
- 8) Coordinates TCNJ's requirements within the Service Provider's organization consistent with TCNJ needs and quality expectations
- 9) Updates the TCNJ managers on potential changes in products, services and enhancements to the current program
- 10) Provides TCNJ managers information on resources, educational opportunities and industry trends
- 11) Assists TCNJ managers on other program requirements as directed
- 12) Account manager will immediately resolve any issues or problems discovered as a result of the inspection
- 13) Interface with students and faculty on a regular basis regarding special requests and recent cleaning issues or problems
- 14) Review 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
- 15) Present during QBR's, submit KPI's and oversee the corrective action program

### **Supervisor(s)**

- 1) 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
- 2) Coordinates and acknowledges all activities
- 3) Complete inspection tours to ensure customer complaints, special projects, and periodic

maintenance are completed satisfactorily

- 4) Review project status and periodic maintenance status schedule for routine assignments
- 5) Upon completion of employee's assignments, make 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
- 6) Acts as a key interface with facility management designee(s)
- 7) Coordinates and tracks all activities ensuring compliance to agreed-upon schedules, requirements and quality expectations
- 8) Coordinates all corrective activity Performs quality audits
- 9) Responds to calls within 10 minutes during regularly scheduled working hours, and within 4 hours off-shift
- 10) Perform regular inventory checks to maintain adequate paper product supply levels • Ensures each crewmember understands his or her daily assignment, placing special emphasis on periodic maintenance, occupant complaints and special project assignments
- 11) Additionally, Service Provider's regional and/or area management team shall maintain a regular presence in the facilities, offering support to the onsite team, quality audits and on-site meetings.

## **1.5 Reporting**

The Service Provider 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 Service Provider 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 FTE

### Quarterly

- A dashboard report showing high-level KPIs and data. For example: quality scores (overall and by area), open action items, etc.
- Floor care, carpet care and project work compliance with schedule
- Compliance with work order or other KPI's
- Service Provider shall provide a report summarizing the status of open special projects /

cleaning duties and restorative cleaning tasks

### Annual Vendor Review

Service Provider shall provide TCNJ with:

- Review of all KPI's (see Section 1.2)
- Status of TCNJ's major cleaning activities and projects
- Cost saving and process enhancement opportunities
- Industry trends and outlook

### **1.6 Problem Resolution**

Service Provider 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, Service Provider shall perform such task(s) to a satisfactory completion within twenty-four (24) hours of notice, at no additional charge to TCNJ.

### **1.7 Service Provider Personnel**

**Service Provider shall propose wages and benefits sufficient to attract and retain qualified, motivated individuals and to minimize turnover, absenteeism, and vacancies. This bid should consider building service employees prevailing wage for the employees of contractors and subcontractors furnishing building services in State-owned and State-leased buildings.**

The NJ DOL link for building service employees prevailing wage is: [https://www.nj.gov/labor/wagehour/wagerate/state\\_bldg\\_svc\\_wage\\_determination.html](https://www.nj.gov/labor/wagehour/wagerate/state_bldg_svc_wage_determination.html) (the page provides steps to access the current rates).

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

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

Service Provider employees must wear identifiable uniforms (must be approved by TCNJ) and name tags (must include the Service Provider's name, the employee's full name and the employee's picture included); Service Provider employees must also wear proper Personal Protective Equipment (PPE) at all times where applicable. Service Provider 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 agreement, 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 a custodian's responsibilities to change for a short period of time. This could result in the custodian performing a function not normally within their job description. Service Provider must ensure that employees are

flexible to be able to respond to special circumstances as they arise.

Service Provider agrees that absenteeism of its employees shall not be an excuse for work not performed. In the event an employee of Service Provider is sick or absent (or if there is a vacancy in the position), Service Provider shall supply an adequate, trained and uniformed replacement at no additional cost to TCNJ.

## **1.8 Training**

Service Provider 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 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

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

## **1.9 Paper Products / Consumables / Trash Liners**

Consumable products, paper products and trash liners are **not** included in the base custodial price. Although TCNJ orders and pays directly for these supplies, Service Provider shall be responsible for managing the par levels of all paper products, consumables and trash liners. These shall include, but not necessarily be limited to:

- Trash liners
- Paper towels
- Toilet tissue
- Hand soap
- Sanisac liners
- Feminine Products
- Toilet seat liners (where applicable)

Per USGBC requirements, disposable custodial supplies, paper products and trash bags must meet the minimum requirements (at least 75% by annual cost) of one or more of the criteria included in the Green Cleaning Policy.

Service Provider will implement an inventory control program and provide TCNJ with quarterly reports on usage, current inventory, shrinkage and future requirements.

## **1.10 Chemicals**

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

Service Provider will comply with all OSHA requirements and maintain the appropriate Safety Data Sheets (SDS) wherever it stores chemicals at each TCNJ facility. The Service Provider will also provide the TCNJ managers composite manuals on all SDS. The SDS should be kept current. Upon request, the Service Provider 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 Service Provider 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 vendor 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 Service Provider is meeting the above requirements for the purchase of chemicals and supplies. These reports shall show a breakout of sustainable/non-sustainable products.

The Service Provider shall work with TCNJ on an ongoing basis to test new cleaning supplies, methods, processes and consumables to develop program improvements.

## **1.11 Equipment**

Service Provider shall be responsible for providing and maintaining all equipment and related items for TCNJ; Service Provider shall begin the agreement with all new or 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. All equipment is to be stored safely and out-of-sight in the appropriate designated area(s) when Service Provider's personnel have completed their task.

At the onset of the agreement, Service Provider will provide TCNJ with a list of equipment to be used at the project. This list must be maintained and updated throughout the life of the agreement and shared with TCNJ at the onset of the agreement and upon request. Service Provider shall be responsible for all repairs, including repairs that result from misuse or negligence. Gas power equipment may not be stored inside any building. TCNJ reserves the right to require specific equipment to be utilized to preserve building finishes. The Green Cleaning Policy includes additional equipment-related details and requirements.

## **1.12 Green Cleaning**

To demonstrate its commitment to sustainable greening of its facilities, TCNJ has implemented a comprehensive green cleaning program. TCNJ requires that the Service Provider performs 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 Service Provider shall submit reports or data indicating supply, equipment and other compliance with green cleaning protocol.

### **1.13 Security**

Service Provider shall perform its standard employment screening at no additional cost to TCNJ (including criminal background investigation). Service Provider shall perform a criminal background investigation on any Service Provider 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.

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

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

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

### **1.14 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.

### **1.15 Work Rules**

Employees of Service Provider 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 Service Provider 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 property
- 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. Service Provider is responsible for any costs or liability incurred because of their loss or misuse
- Service Provider's personnel shall leave the premises with all perimeter doors locked upon leaving the building. Service Provider will leave all office doors, conference room doors, kitchen doors, storage doors, etc. in the condition specified

#### **1.16 Day Porters**

The Service Provider shall provide TCNJ with custodial day porters according to best practices and industry experience.

Regardless of the proposed cleaning schedule (day cleaning or night cleaning), Service Provider must provide adequate staffing to perform the "policing" tasks in the specification. Service Provider 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.

The porters shall perform tasks such as policing the restrooms, elevators, break rooms, entrances, food areas and exterior areas and work as directed. The personnel within the "porter" category shall 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. Day 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 Deep Cleaning of Living Spaces**

The **base price shall include a semi-annual deep, restorative cleaning of all living, residential and housing spaces (summer break, plus any units that are vacated during winter break).** The summer deep cleaning shall occur within a very short timeframe, immediately after commencement. Any additional cleaning in the living spaces (e.g., "flips" between summer conferences, end-of-summer refresh cleaning, etc.) shall be invoiced separately.

#### **1.17 Right to Request Certified Payroll**

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

## 1.18 Scheduling of Cleaning

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

The Service Provider shall consider the following important guidelines regarding cleaning schedules:

- Service Provider may propose its own comprehensive staffing model that may include a combination of both day and night custodial responsibilities for existing custodial employees.
- For informational purposes only, TCNJ is providing the current building operating hours and custodial shift scheduling for the 10 listed facilities:

Building	Net Cleanable SQFT	Regular Building Hours of Operation	Summer Break	Other Break Periods	Current Custodial Shifts	Included Services in Base Price
Art & IMM Building	65,702	7am-11pm			4:30am-1pm Monday-Friday	
Brower Student Center	67,712	Fall/Spring semesters 7am-12am 7 days per week	Monday-Thursday 7am-5pm	Monday-Friday 7am-5pm	Monday-Friday 8am-4:30pm & 4pm-12:30am. Saturday & Sunday 8am-4:30pm.	Events support during regular shifts.
Education Building	67,935	7am-11pm			4:30am-1pm Monday-Friday	Roam for check & trash
Music Building	41,060	7am-11pm			Unknown	
Trenton Hall	25,045	7am-11pm			4:30am-1pm Monday-Friday	Roam for check & trash
Social Sciences Building	51,019	7am-11pm			4:30am-1pm Monday-Friday	
TCNJ Library	113,331	Fall/Spring semesters 7:30am-12am 7 days per week			5:30am-10:30pm Monday - Friday	Roam for check & trash
Eickhoff Hall	93,999	7am-11pm			Monday-Friday 8am-4:30pm & limited evening cleaning of non residential areas. Saturday & Sunday (police restroom/ common areas/trash 2x/day)	Respond to weekend emergencies during regular shifts
Travers & Wolfe Halls	273,726	7am-1:00am			Monday-Friday 8am-4:30pm & limited evening cleaning of non residential areas. Saturday & Sunday (police restroom/ common areas/trash 2x/day)	Respond to weekend emergencies during regular shifts

Note: For the TCNJ Library, there are four different sets of hours in any given week: Monday-Thursday, Friday, Saturday, and Sunday each have differing hours. The "Regular Building Hours of Operation" indicates when the entire building will be open on any given day. However, during Extended Study Hours, the Extended Study Area (which includes the entire southern area of the 1st floor (which includes the cafe) and the lobby and labs on the Lower Level) is open, but the rest of the building is closed.

### **1.19 Biohazard Services and Pandemic Response**

The Service Provider shall provide TCNJ with adequate staffing, training, procedures and PPE 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. Service Provider 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. If Service Provider cannot self-perform these services (including the training, specialty equipment, PPE and procedures), it shall maintain a proactive plan and relationship with a specialized subcontractor that can perform these services.

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.

Service Provider shall provide COVID-19 vaccination proof for all employees that come to campus.

### **1.20 Extra Services**

It is imperative that the Service Provider adequately provide coverage for events, construction cleanup and extra services when requested by TCNJ. The Service Provider 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.

### **1.21 Communication**

Service Provider shall provide smart phones and/or Wi-Fi tablets for the account manager(s) supervisor(s), and any lead worker(s). Service Provider shall also implement a method of communication with the day porters and any specialty positions.

### **1.22 Adding Facilities, Employees and Changes to Cleaning Specifications**

At the sole discretion of TCNJ, facilities, employees, or services may be added to or removed from the scope of this agreement, or during the contract term. The following shall apply in these instances:

- **Adding or removing facility(ies).** If an entire facility, or partial facility, is added to or removed from the agreement, the Service Provider shall be required to adjust its pricing to reflect the new square footage at the price per square foot indicated in the Pricing Exhibit. The Service Provider shall be given at least thirty (30) calendar days advance notice before the area requirements of this agreement are increased or decreased.
- **Adding or removing employees.** If an additional day porter, custodian, lead custodian, supervisor or other worker is added or removed from the agreement, 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 Service Provider shall discuss the changes to the cleaning specification 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 Service Provider of upcoming construction, renovation, and/or updates at least thirty (30) calendar days prior to a requested TCNJ cleaning specification revision.

### **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 agreement, except for door glass and adjacent entrance glass/lobby, as well as interior glass, as indicated in the TCNJ Standard Cleaning Specification.

### **1.25 Vehicles**

Service Provider's proposal shall include all vehicles necessary to fully perform the duties included in this specification.

Vehicles shall be maintained in good working order and any repairs shall be the sole responsibility of the Service Provider. Service Provider is responsible for all fuel. Service Provider shall provide a substitute vehicle within eight (8) hours of any vehicle being removed from service for any reason. Service Provider shall park only at locations to be designated by TCNJ.

### **1.26 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 Service Provider's personnel to check all waste removal to provide a deterrent to theft.

### **1.27 Subcontractors**

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

### **1.28 On-Call Coverage**

Service Provider 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.

### **1.29 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, which will be billed separately. All snow equipment and supplies paid for and provided by TCNJ.

### **1.30 TCNJ Work Order System**

TCNJ currently utilizes FAMIS work order management system. The Service Provider will utilize the TCNJ preferred work order management system.

### **1.31 Supplies and Equipment Storage**

Service Provider shall be responsible for receiving all its custodial supplies, equipment and materials, including lavatory products and trash liners, delivered to the campus and shall store all aforementioned items properly and safely in the appropriate designated storage areas.

# TCNJ Custodial SOW

## Standard Cleaning Specification

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

Used in conjunction with the 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 Standard Cleaning Specification is based on a five-day-per-week service schedule. Weekend duties are specially noted below.

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

Frequency Chart	
Examples of Frequency Required	Annual Frequency
Five day service (daily)	260
Four times weekly	208
Weekly	52
Monthly service	12
Quarterly service	4
Semi-Annual service	2
Yearly service	1

**Note 1:** Classroom / lab areas that not occupied during the summer, winter and spring breaks are based on a 36-week year. Therefore, these areas show a “daily” frequency of 180, a “4 times weekly” frequency of 144, and a “weekly” frequency of 36.

**Note 2:** Resident Life areas are based on a 40-week year. Therefore, these areas show a “daily” frequency of 200, a “4 times weekly” frequency of 160, and a “weekly” frequency of 40.

ACADEMIC / ADMIN / ATHLETICS / STUDENT CENTER  
Cleaning Specification

# TCNJ

## Cleaning Specification

### *Admin / Conference / Event*

Task Description	Annual Frequency
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	260
Dust mop floors with microfiber or other approved dust mop.	260
Spot clean carpet using approved carpet spotting equipment and supplies.	260
Spot mop floors to remove visible dirt and spills.	208
Vacuum carpeted traffic lanes and spot vacuum personal workspaces.	208
Dust areas above shoulder level and below knee level.	52
Dust furniture and spot clean all horizontal and vertical surfaces.	52
Spot clean interior partition and door glass.	52
Clean dry eraser board.	52
Fully vacuum all carpeted areas from wall to wall.	52
Damp mop floors to remove dirt and spills.	52
Burnish finished floor; restore as required.	26
Damp wipe trash containers to remove soil and stains.	12
Sanitize telephone receivers.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Extract carpeted areas using approved equipment and supplies.	2
Dust light fixtures to remove exterior dust and cobwebs.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

### *Break / Pantry / Lounge / Game*

Task Description	Annual Frequency
Police break / lounge areas twice daily to spot clean, remove trash, and pick up debris.	260
Refill paper towel and soap dispensers to maintain desired product levels.	260
Empty break room trash; replace liners and tie-off at corners, clean obvious food and spills from exterior of trash container.	260

Dust and damp wipe horizontal and vertical break room, lounge, and kitchenette surfaces including appliances, sinks and furniture. Refill dispenser as needed.	260
Dust mop floors with microfiber or other approved dust mop.	260
Spot clean carpet using approved carpet spotting equipment and supplies.	260
Spot vacuum carpets to remove visible dirt, dust and debris.	208
Spot mop floors to remove visible dirt and spills.	208
Damp mop floors to remove dirt and spills.	52
Fully vacuum all carpeted areas from wall to wall.	52
Burnish finished floor; restore as required.	26
Wash trash containers to remove soil and stains.	12
Dust areas above shoulder level and below knee level.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Dust light fixtures to remove exterior dust and cobwebs.	1
Extract carpeted areas using approved equipment and supplies.	1
Machine scrub hard surface floors.	1
Clean carpets of stains and soils using an approved low moisture method.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1

### *Class and Lab Areas*

Task Description	Annual Frequency
Refill paper towel and soap dispensers to maintain desired product levels.	180
Police classroom for litter and debris, spot clean.	180
Dust mop floors with microfiber or other approved dust mop.	180
Spot clean carpet using approved carpet spotting equipment and supplies.	180
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	180
Clean dry eraser board.	180
Erase chalk board and wash.	180
Spot clean walls, desks, light switches and door handles.	144
Spot mop floors to remove visible dirt and spills.	144
Spot vacuum carpets to remove visible dirt, dust and debris.	144
Empty pencil sharpeners and return.	36
Dust and spot clean furniture and all horizontal and vertical surfaces, including desks.	36
Damp mop floors to remove dirt and spills.	36
Fully vacuum all carpeted areas from wall to wall.	36
Dust areas above shoulder level and below knee level.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	12
Wash trash containers to remove soil and stains.	4
Dust window treatments including horizontal and vertical blinds.	4
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Wash complete non-fabric furniture.	1
Machine scrub hard surface floors.	1
Extract carpeted areas using approved equipment and supplies.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Classroom / Lab Areas - Summer 40% Usage*

<u>Task Description</u>	<u>Annual Frequency</u>
Police classroom for litter and debris, spot clean.	80
Clean dry eraser board.	80
Erase chalk board and wash.	80
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	80
Refill paper towel and soap dispensers to maintain desired product levels.	80
Dust mop floors with microfiber or other approved dust mop.	80
Spot clean carpet using approved carpet spotting equipment and supplies.	80
Spot clean walls, desks, light switches and door handles.	64
Spot mop floors to remove visible dirt and spills.	64
Spot vacuum carpets to remove visible dirt, dust and debris.	64
Fully vacuum all carpeted areas from wall to wall.	16
Damp mop floors to remove dirt and spills.	16
Dust and spot clean furniture and all horizontal and vertical surfaces, including desks.	16
Empty pencil sharpeners and return.	16
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	12
Dust areas above shoulder level and below knee level.	12
Dust window treatments including horizontal and vertical blinds.	4
Wash trash containers to remove soil and stains.	4
Machine scrub hard surface floors.	1
Extract carpeted areas using approved equipment and supplies.	1
Wash complete non-fabric furniture.	1
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Computer / Radio Studio*

<u>Task Description</u>	<u>Annual Frequency</u>
Empty general and recyclable trash; replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	260
Dust mop floors with a water-based chemically treated dust mop.	260
Spot clean carpet using approved carpet spotting equipment and supplies.	260
Fully vacuum all carpeted areas from wall to wall.	260
Spot mop floors to remove visible dirt and spills.	208
Using a backpack, spot vacuum carpets to remove visible dirt, dust and debris.	208
Damp mop floors to remove dirt and spills.	52
Damp wipe trash containers to remove soil and stains.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust light fixtures to remove exterior dust and cobwebs.	1
Dry strip floor using approved dry strip method.	1
Extract carpeted areas using approved equipment and supplies.	1

## *Corridor / Hallway*

Task Description	Annual Frequency
Clean and polish drinking fountains.	260
Empty general trash; replace liners.	260
Spot clean carpet using approved carpet spotting equipment and supplies.	260
Dust mop corridor or open areas with microfiber dust mop.	260
Vacuum corridor carpets.	260
Spot mop floors to remove visible dirt and spills.	208
Damp mop or autoscrub to remove soils due to inclement weather tracking	86
December-March	
Dust corridor furniture, spot clean all horizontal and vertical surfaces including interior and door glass.	52
Dust areas above shoulder level and below knee level.	52
Damp mop or autoscrub to remove soils.	52
Burnish finished floor; restore as required.	26
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Extract using walk-behind unit.	2
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Wash trash containers to remove soil and stains.	1
Machine scrub hard surface floors.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1

## *Custodial Closets*

Task Description	Annual Frequency
Clean custodial room sinks and floors, organize shelves and inspect equipment.	260
Wash trash containers to remove soil and stains.	12
Damp wipe air vents to remove dust, soil and cobwebs.	4
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1

## *Dining / Serving / Food Court*

Task Description	Annual Frequency
Police food service areas twice daily to spot clean, remove trash, and pick up debris.	520
Clean tabletops in dining area using approved spray cleaner.	260
Dust furniture and spot clean all horizontal and vertical surfaces.	260
Dust mop floors with microfiber or other approved dust mop.	260
Empty cafeteria trash; replace liners and tie-off at corners, clean obvious food from exterior of containers.	260

Spot clean carpet using approved carpet spotting equipment and supplies.	260
Damp mop or autoscrub to remove soils.	260
Fully vacuum all carpeted areas from wall to wall.	260
Burnish finished floor; restore as required.	26
Wash trash containers to remove soil and stains.	12
Dust areas above shoulder level and below knee level.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Extract using walk-behind unit.	2
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub hard surface floors.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Elevator*

Task Description	Annual Frequency
Carpeted elevator - Clean elevator walls, doors, carpets, ceiling and stainless steel.	260
Hard surface elevator - Clean elevator walls, doors, hard surface floors, ceiling and stainless steel.	260
Tiled elevator - Clean elevator walls, doors, tile floors, ceiling and stainless steel.	260
Vacuum elevator track.	52
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Machine scrub hard surface floors.	1
Extract carpeted areas using approved equipment and supplies.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Entrances & Lobbies*

Task Description	Annual Frequency
Clean door glass and other adjacent glass areas.	260
Dust furniture and spot clean all horizontal and vertical surfaces.	260
Police, sweep or vacuum entrance and immediate exterior, empty and remove trash, empty urns.	260
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	260
Dust mop floors with microfiber or other approved dust mop.	260
Spot clean carpet using approved carpet spotting equipment and supplies.	260
Vacuum carpeted matting at or near entrance doors.	260
Damp mop floors to remove dirt and spills.	260
Fully vacuum all carpeted areas from wall to wall including edges.	260
Sanitize telephone receivers.	52
Dust areas above shoulder level and below knee level.	52
Burnish finished floor; restore as required.	26
Damp wipe trash containers to remove soil and stains.	12

Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Damp wipe or vacuum light fixtures to remove dust, bugs, etc.	1
Wash trash containers to remove soil and stains.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Extract carpeted areas using approved equipment and supplies.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

### *Exterior Areas*

Task Description	Annual Frequency
Police exterior areas to remove litter.	260
Empty exterior trash, replace liners and tie-off at corners, clean obvious food from exterior of containers.	260
Machine sweep using walk-behind sweeper.	52
Damp wipe trash containers to remove soil and stains.	12

### *Fitness / Weight*

Task Description	Annual Frequency
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	260
Spot clean mirrors to remove fingerprints and smudges.	260
Using an approved disinfectant, damp mop floors.	260
Dust mop, sweep or vacuum to remove dust and debris from hard floors.	260
Apply approved disinfectant to exercise equipment contact surfaces, wipe dry.	260
Dust exercise equipment.	52
Dust areas above shoulder level and below knee level.	12
Wash trash containers to remove soil and stains.	4
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Dust light fixtures to remove exterior dust and cobwebs.	1
Machine scrub hard surface floors.	1

### *Gym / Courts / Track / Deck*

Task Description	Annual Frequency
Dust mop / sweep or vacuum to remove dust and debris from hard pool deck, track, and wood court floors.	260
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	260
Using an approved disinfectant, damp mop pool deck floors.	260
Spot mop court floors to remove visible dirt and spills.	208
Dust furniture and spot clean all horizontal and vertical surfaces.	52

Scrub court and track floors using riding a 40" automatic scrubber.	52
Spot clean opened bleachers in gymnasium when available.	52
Wash trash containers to remove soil and stains.	12
Dust areas above shoulder level and below knee level.	12
Machine scrub with approved disinfectant hard surface pool deck floors.	12
Dust light fixtures to remove exterior dust and cobwebs.	1
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	1

### *High Touchpoint Cleaning and Disinfecting*

Task Description	Annual Frequency
Clean and disinfect high touchpoints in all facilities and areas, using approved products, PPE, safety precautions, dwell time and procedures.	260

### *Laundry*

Task Description	Annual Frequency
Empty general trash; replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	260
Dust mop floors with a water-based chemically treated dust mop.	260
Spot mop floors to remove visible dirt and spills.	208
Damp mop floors to remove dirt and spills.	52
Dust furniture and spot clean all horizontal and vertical surfaces.	52
Dust areas above shoulder level and below knee level.	52
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Wash trash containers to remove soil and stains.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1

### *Library Space / Gallery*

Task Description	Annual Frequency
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	260
Police library spaces for litter and debris; spot clean where needed.	260
Spot clean carpet using approved carpet spotting equipment and supplies.	260
Dust mop floors with microfiber or other approved dust mop.	260
Spot clean walls, furniture, light switches, and door handles. Remove debris and gross soils from study carrels.	208
Spot mop floors to remove visible dirt and spills.	208
Spot vacuum carpets to remove visible dirt, dust and debris.	208
Dust furniture and spot clean all horizontal and vertical surfaces.	52
Damp mop floors to remove dirt and spills.	52

Fully vacuum all carpeted areas from wall to wall.	52
Dust areas above shoulder level and below knee level.	12
Sanitize telephone receivers.	12
Apply restorer and burnish tile floors.	12
Wash trash containers to remove soil and stains.	4
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Machine scrub hard surface floors.	1
Extract carpet areas using approved equipment and chemicals	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

### *Management-Directed Services*

<u>Task Description</u>	<u>Annual 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.	260

### *Medical / Therapy*

<u>Task Description</u>	<u>Annual Frequency</u>
Dust mop floors with microfiber or other approved dust mop.	260
Using an approved disinfectant, damp mop floors.	260
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	260
Dust furniture and spot clean with disinfectant all horizontal and vertical surfaces	260
Sanitize telephone receivers.	260
Clean sink using approved cleaner, refill dispensers, paper and soap.	260
Wash trash containers to remove soil and stains.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	12
Dust areas above shoulder level and below knee level.	12
Dust window treatments including horizontal and vertical blinds.	4
Dust light fixtures to remove exterior dust and cobwebs.	1
Machine scrub hard surface floors.	1

## Offices, General

Task Description	Annual Frequency
Empty general and recyclable trash; replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	260
Dust mop floors with microfiber or other approved dust mop.	104
Spot clean carpet using approved carpet spotting equipment and supplies.	52
Fully vacuum all carpeted areas from wall to wall.	52
Damp mop floors to remove dirt and spills.	52
Dust areas above shoulder level and below knee level.	12
Sanitize telephone receivers. (With occupant approval)	12
Dust furniture and spot clean all horizontal and vertical surfaces.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Wash trash containers to remove soil and stains.	1
Dust interior and exterior of light lenses.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Extract carpeted areas using approved equipment and supplies.	1

## Print / Mail / Copy

Task Description	Annual Frequency
Empty general and recyclable trash; replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	260
Spot clean carpet using approved carpet spotting equipment and supplies.	260
Dust mop floors with a water-based chemically treated dust mop.	260
Spot mop floors to remove visible dirt and spills.	208
Using a backpack, spot vacuum carpets to remove visible dirt, dust and debris.	208
Dust furniture and spot clean all horizontal and vertical surfaces.	52
Dust areas above shoulder level and below knee level.	52
Spot clean telephones and sanitize receivers.	52
Fully vacuum all carpeted areas from wall to wall.	52
Damp mop floors to remove dirt and spills.	52
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Dust light fixtures to remove exterior dust and cobwebs.	1
Shampoo fabric furniture to remove soil and stains.	1
Damp wipe trash containers to remove soil and stains.	1
Extract carpeted areas using approved equipment and supplies.	1
Completely strip and refinish floors, apply three coats of approved floor finish and buff.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Restroom / Locker / Shower*

Task Description	Annual Frequency
Police restrooms. Remove debris; spot clean fixtures, mirrors and floors; replenish supplies.	260
Fully vacuum all carpeted areas from wall to wall.	260
Spot clean carpet using approved carpet spotting equipment and supplies.	260
Police and spot clean shower walls, fixtures, and other surfaces.	260
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.	260
Clean and disinfect shower walls, fixtures, and other surfaces.	260
Dust and spot clean exterior of lockers.	52
Completely damp wipe restroom partitions including high/low areas with disinfectant cleaner.	52
Wash trash containers to remove soil and stains.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	12
Wash locker exteriors only.	4
Wash restroom walls with disinfectant cleaner.	4
Machine scrub restroom floors with germicidal cleaning product.	4
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Extract carpeted areas using approved equipment and supplies.	1
Wash locker interiors using disinfectant cleaner.	1

## *Retail Areas*

Task Description	Annual Frequency
Spot clean mirrors to remove fingerprints and smudges.	260
Dust mop floors with a water-based chemically treated dust mop.	260
Spot clean carpet using approved carpet spotting equipment and supplies.	260
Using a backpack, spot vacuum carpets to remove visible dirt, dust and debris.	208
Spot mop floors to remove visible dirt and spills.	208
Fully vacuum all carpeted areas from wall to wall.	52
Damp mop or autoscrub to remove soils.	52
Damp wipe trash containers to remove soil and stains.	1
Extract carpeted areas using approved equipment and supplies.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Shop Areas*

Task Description	Annual Frequency
Empty plant trash containers and remove to designated location.	260
Fully vacuum all carpeted areas from wall to wall.	52
Spot clean carpet using approved carpet spotting equipment and supplies.	52
Sweep or dust mop all tile floor areas, damp mop high traffic areas, spot mop personal work spaces.	52
Machine scrub hard surface floors.	4
Damp wipe trash containers to remove soil and stains.	1
Extract carpeted areas using approved equipment and supplies.	1

## *Snow Removal*

Task Description	Annual Frequency
direct custodial teams to perform snow and ice removal during inclement weather (15 feet from all entrances and egresses). Provide additional labor, when necessary, which will be billed separately. All snow equipment and supplies paid for and provided by TCNJ.	Re-

## *Stairwells*

Task Description	Annual Frequency
Spot sweep for debris or spot vacuum stairs using a backpack vacuum.	260
Vacuum / dust mop and damp mop stairways, dust vertical and horizontal surfaces and spot clean.	52
Vacuum carpeted stairways, dust vertical and horizontal surfaces and spot clean.	52
Spot clean carpeted stairs using approved carpet spotting equipment and supplies.	52
Damp mop stairways.	52
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Strip and refinish stairways.	1
Using an extraction system, fully clean carpeted stairs.	1
Scrub hard surface stairs to remove soil buildup	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Storage*

Task Description	Annual Frequency
Dust furniture and spot clean all horizontal and vertical surfaces.	4
Damp mop or autoscrub to remove soils.	4
Fully vacuum all carpeted areas from wall to wall.	4
Dust mop or sweep hard-surface floors.	4
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	1
Dust light fixtures to remove exterior dust and cobwebs.	1
Extract carpeted areas using approved equipment and supplies.	1
Completely strip and refinish floors, apply three coats of approved floor finish and buff.	1
Machine scrub hard surface floors.	1

## *Theater / Auditorium*

Task Description	Annual Frequency
Remove all foreign matter and gum from all floor surfaces.	260
Empty general trash; replace liners. Spot clean as required. Remove trash to designated area.	260
Spot clean chairs to remove obvious spills and debris.	260
Spot clean carpet using approved carpet spotting equipment and supplies.	260
Spot vacuum carpets to remove visible dirt, dust and debris.	208
Dust mop all tile floor areas, damp mop high traffic / soiled areas.	208
Dust furniture and spot clean all horizontal and vertical surfaces.	52
Fully vacuum all carpeted areas from wall to wall.	52
Damp mop floors to remove dirt and spills.	52
Dust areas above shoulder level and below knee level.	12
Apply restorer and burnish tile floors.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Dust light fixtures to remove exterior dust and cobwebs.	1
Wash trash containers to remove soil and stains.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Extract carpeted areas using approved equipment and supplies.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Weekend Services*

<u>Task Description</u>	<u>Annual Frequency</u>
Provide cleaning, trash removal, and policing services as required at Brower Student Center and surrounding buildings. Eight hours each Sat. and Sun.	104

RESIDENT LIFE  
Cleaning Specification

## *Admin / Conference / Event*

Task Description	Annual Frequency
Pull general trash, replace liners. Spot clean as required. Remove trash to designated area.	200
Spot clean carpet using approved carpet spotting equipment and supplies.	200
Vacuum carpeted traffic lanes and spot vacuum personal work spaces.	160
Fully vacuum all carpeted areas from wall to wall.	40
Dust areas above shoulder level and below knee level.	40
Dust furniture and spot clean all horizontal and vertical surfaces.	40
Spot clean interior partition and door glass.	40
Clean dry eraser board.	40
Damp wipe trash containers to remove soil and stains.	12
Sanitize telephone receivers.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Extract carpeted areas using approved equipment and supplies.	2
Dust light fixtures to remove exterior dust and cobwebs.	1

## *Break / Pantry / Lounge / Game Room*

Task Description	Annual Frequency
Police break areas twice daily to spot clean, remove trash, and pick up debris.	400
Refill paper towel and soap dispensers to maintain desired product levels.	200
Pull break room trash, replace liners and tie-off at corners, clean obvious food and spills from exterior of trash container.	200
Dust and damp wipe horizontal and vertical break room, lounge, and kitchenette surfaces including appliances, sinks and furniture. Refill dispenser as needed.	200
Spot clean carpet using approved carpet spotting equipment and supplies.	200
Dust mop floors.	200
Spot vacuum carpets to remove visible dirt, dust and debris.	160
Spot mop floors to remove visible dirt and spills.	160
Fully vacuum all carpeted areas from wall to wall.	40
Damp mop floors to remove dirt and spills.	40
Burnish finished floor; restore as required.	20
Wash trash containers to remove soil and stains.	12
Dust areas above shoulder level and below knee level.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Dust light fixtures to remove exterior dust and cobwebs.	1
Extract carpeted areas using approved equipment and supplies.	1
Machine scrub hard surface floors.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1

## *Classroom / Lab Areas*

Task Description	Annual Frequency
Dust mop floors.	200
Refill paper towel and soap dispensers to maintain desired product levels.	200
Pull general, replace liners. Spot clean as required. Remove trash to designated area.	200
Police classroom for litter and debris, spot clean.	200
Clean dry eraser board.	200
Erase chalk board and wash.	200
Spot mop floors to remove visible dirt and spills.	180
Spot clean walls, desks, light switches and door handles.	180
Damp mop floors to remove dirt and spills.	40
Empty pencil sharpeners and return.	40
Dust and spot clean furniture and all horizontal and vertical surfaces, including desks.	40
Dust areas above shoulder level and below knee level.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	12
Wash trash containers to remove soil and stains.	4
Dust window treatments including horizontal and vertical blinds.	4
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Wash complete non-fabric furniture.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1

## *Common Restroom / Locker*

Task Description	Annual Frequency
Police restrooms; remove debris, spot clean fixtures, mirrors and floors, replenish supplies.	200
Clean and sanitize bradley sink and related fixtures. Replenish soap dispenser.	200
Clean and disinfect shower walls, fixtures, and other surfaces.	200
Perform all daily cleaning procedures; apply disinfectant to all fixtures, refill/clean dispensers, pull trash/replace liners, spot clean mirrors, walls, horizontals and partitions, wipe fixtures clean, dust mop / mop floors with disinfectant.	200
Dust and spot clean exterior of lockers.	40
Completely damp wipe restroom partitions including high/low areas with disinfectant cleaner.	40
Wash trash containers to remove soil and stains.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	12
Wash locker exteriors only.	4
Wash restroom walls with disinfectant cleaner.	4
Machine scrub restroom floors with germicidal cleaning product.	4
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Wash locker interiors using disinfectant cleaner.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Computer Room*

Task Description	Annual Frequency
Empty general and recyclable trash, replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	200
Dust mop floors with a water-based chemically treated dust mop.	200
Spot mop floors to remove visible dirt and spills.	160
Damp mop floors to remove dirt and spills.	40
Damp wipe trash containers to remove soil and stains.	12
Apply restorer and burnish tile floors with electric-powered burnisher.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust light fixtures to remove exterior dust and cobwebs.	1

## *Copy / Print / Mail*

Task Description	Annual Frequency
Empty general and recyclable trash, replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	200
Spot mop floors to remove visible dirt and spills.	200
Dust mop floors with a water-based chemically treated dust mop.	200
Dust furniture and spot clean all horizontal and vertical surfaces.	40
Dust areas above shoulder level and below knee level.	40
Spot clean telephones and sanitize receivers.	40
Damp mop floors to remove dirt and spills.	40
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Dust light fixtures to remove exterior dust and cobwebs.	1
Shampoo fabric furniture to remove soil and stains.	1
Damp wipe trash containers to remove soil and stains.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1
Completely strip and refinish floors, apply three coats of approved floor finish and buff.	1

## *Corridor / Hallway*

Task Description	Annual Frequency
Clean and polish drinking fountains.	200
Dust mop corridor or open areas with microfiber dust mop.	200
Pull general trash, replace liners.	200
Damp mop or autoscrub to remove soils due to inclement weather tracking December-March	86
Damp mop or autoscrub to remove soils.	80
Dust corridor furniture, spot clean all horizontal and vertical surfaces including interior and door glass.	40
Dust areas above shoulder level and below knee level.	40

Burnish finished floor; restore as required.	20
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Wash trash containers to remove soil and stains.	1
Machine scrub hard surface floors.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Elevator*

Task Description	Annual Frequency
Carpeted elevator - Clean elevator walls, doors, carpets, ceiling and stainless steel.	200
Tiled elevator - Clean elevator walls, doors, tile floors, ceiling and stainless steel.	200
Vacuum elevator track.	40
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Extract carpeted areas using approved equipment and supplies.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Entrances & Lobbies*

Task Description	Annual Frequency
Clean door glass and other adjacent glass areas.	200
Dust furniture and spot clean all horizontal and vertical surfaces.	200
Pull general trash, replace liners. Spot clean as required. Remove trash to designated area.	200
Police, sweep or vacuum entrance and immediate exterior, empty and remove trash, empty urns.	200
Dust mop floors.	200
Damp mop floors to remove dirt and spills.	200
Spot clean carpet using approved carpet spotting equipment and supplies.	200
Vacuum carpeted matting at or near entrance doors.	200
Fully vacuum all carpeted areas from wall to wall including edges.	200
Sanitize telephone receivers.	40
Dust areas above shoulder level and below knee level.	40
Burnish finished floor; restore as required.	20
Damp wipe trash containers to remove soil and stains.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Damp wipe or vacuum light fixtures to remove dust, bugs, etc.	1
Wash trash containers to remove soil and stains.	1
Extract carpeted areas using approved equipment and supplies.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Exterior Areas*

Task Description	Annual Frequency
Police exterior areas to remove litter.	200
Empty exterior trash, replace liners and tie-off at corners, clean obvious food from exterior of containers.	200
Machine sweep using walk-behind sweeper.	40
Damp wipe trash containers to remove soil and stains.	12

## *Fitness / Weight*

Task Description	Annual Frequency
Pull general trash, replace liners. Spot clean as required. Remove trash to designated area.	200
Spot clean mirrors to remove fingerprints and smudges.	200
Using an approved disinfectant, damp mop floors.	200
Dust mop, sweep or vacuum to remove dust and debris from hard floors.	200
Apply approved disinfectant to exercise equipment contact surfaces, wipe dry.	200
Dust exercise equipment.	40
Dust areas above shoulder level and below knee level.	12
Wash trash containers to remove soil and stains.	4
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Dust light fixtures to remove exterior dust and cobwebs.	1
Machine scrub hard surface floors.	1

## *Garage (if applicable)*

Task Description	Annual Frequency
Pull general trash, replace liners. Spot clean as required. Remove trash to designated area.	200
Police parking garage for litter and debris.	200
Dust areas above shoulder level and below knee level.	4
Dust mop, sweep internal hard-surface floors. Sweep Power Sweep or use blower as available.	4
Pressure wash hard surface floors.	2
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1

## *Custodial Closets*

Task Description	Annual Frequency
Clean custodial room sinks and floors, organize shelves and inspect equipment.	200
Wash trash containers to remove soil and stains.	12
Damp wipe air vents to remove dust, soil and cobwebs.	4
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1

## *Laundry*

Task Description	Annual Frequency
Empty general trash, replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	200
Dust mop floors with a water-based chemically treated dust mop.	200
Spot mop floors to remove visible dirt and spills.	180
Damp mop floors to remove dirt and spills.	40
Dust furniture and spot clean all horizontal and vertical surfaces.	40
Dust areas above shoulder level and below knee level.	40
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Machine scrub hard surface floors.	2
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Wash trash containers to remove soil and stains.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Living Areas*

Task Description	Annual Frequency
Dust furniture and spot clean all horizontal and vertical surfaces.	2
Dust areas above shoulder level and below knee level.	2
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	2
Dust window treatments including horizontal and vertical blinds.	2
Dust mop floors with a water-based chemically treated dust mop.	2
Fully vacuum all carpeted areas from wall to wall.	2
Machine scrub hard surface floors.	2
Perform all daily cleaning procedures; apply germicidal cleaner to all fixtures, refill/clean dispensers, empty trash/replace liners, spot clean mirrors, walls, horizontals and partitions, wipe fixtures clean, sweep and mop floors with germicidal cleaner.	2
Clean and disinfect shower / tub area walls, fixtures, and other surfaces.	2
Remove trash to designated area.	2
Clean refrigerator interior using approved cleaner.	1
Clean kitchen including sinks, walls, cabinets and floors.	1
Dust and damp wipe refrigerator exterior.	1
Completely strip and refinish half of vinyl floors, apply three coats of approved floor finish.	1

Machine scrub and recoat floors with two coats of approved floor finish.

1

### *Loading Dock*

<u>Task Description</u>	<u>Annual Frequency</u>
Dust mop or sweep hard-surface floors.	200
Damp mop or autoscrub to remove soils.	200
Empty general and recyclable trash, replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	200
Spot mop floors to remove visible dirt and spills.	180
Wash trash collection bins to remove soil and buildup.	4

### *Low Usage / Summer*

<u>Task Description</u>	<u>Annual Frequency</u>
Police elevator for litter and debris, spot clean.	60
Police restrooms; remove debris, spot clean fixtures, mirrors and floors, replenish supplies.	60
Police, sweep or vacuum entrance and immediate exterior, empty and remove trash, empty urns.	60
Police stairs for litter.	60
Police carpets and hard surfaces to remove obvious litter and debris.	60

### *Management-Directed Services*

<u>Task Description</u>	<u>Annual 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.	260

## *Medical / Therapy*

Task Description	Annual Frequency
Pull general trash, replace liners. Spot clean as required. Remove trash to designated area.	260
Dust furniture and spot clean with disinfectant all horizontal and vertical surfaces	260
Sanitize telephone receivers.	260
Dust mop floors.	260
Using an approved disinfectant, damp mop floors.	260
Clean sink using approved cleaner, refill dispensers, paper and soap.	260
Spot clean carpet using approved carpet spotting equipment and supplies.	260
Vacuum carpeted traffic lanes and spot vacuum personal work spaces.	208
Fully vacuum all carpeted areas from wall to wall.	52
Wash trash containers to remove soil and stains.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	12
Dust areas above shoulder level and below knee level.	12
Apply restorer and burnish tile floors.	12
Dust window treatments including horizontal and vertical blinds.	4
Hot-water extract carpeted areas using approved equipment and supplies.	4
Dust light fixtures to remove exterior dust and cobwebs.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Offices, General*

Task Description	Annual Frequency
Empty general and recyclable trash, replace liners when soiled or torn. Spot clean as required. Remove trash to designated area.	260
Dust mop floors.	52
Spot clean carpet using approved carpet spotting equipment and supplies.	52
Fully vacuum all carpeted areas from wall to wall.	52
Damp mop floors to remove dirt and spills.	52
Dust areas above shoulder level and below knee level.	12
Sanitize telephone receivers. (With occupant approval)	12
Dust furniture and spot clean all horizontal and vertical surfaces.	12
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Dust window treatments including horizontal and vertical blinds.	4
Wash trash containers to remove soil and stains.	1
Dust interior and exterior of light lenses.	1
Extract carpeted areas using approved equipment and supplies.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1
Completely strip and refinish floors, apply three coats of approved floor finish.	1

## *Stairwells*

Task Description	Annual Frequency
Spot sweep to remove debris or spot vacuum stairs using a backpack vacuum.	200
Vacuum / dust mop and damp mop stairways, dust vertical and horizontal surfaces and spot clean.	40
Damp mop stairways.	40
Dust window treatments including horizontal and vertical blinds.	4
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	4
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	1
Scrub hard surface stairs to remove soil buildup	1
Strip and refinish stairways.	1
Machine scrub and recoat floors with two coats of approved floor finish.	1

## *Storage*

Task Description	Annual Frequency
Dust furniture and spot clean all horizontal and vertical surfaces.	4
Damp mop or autoscrub to remove soils.	4
Dust mop or sweep hard-surface floors.	4
Dust window treatments including horizontal and vertical blinds.	4
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	1
Dust light fixtures to remove exterior dust and cobwebs.	1
Machine scrub hard surface floors.	1
Completely strip and refinish floors, apply three coats of approved floor finish and buff.	1

## *Trash Rooms*

Task Description	Annual Frequency
Remove trash to collection area. Clean trash room floors, spot wash walls.	200
Damp wipe trash containers to remove soil and stains.	12
Completely strip and refinish floors, apply three coats of approved floor finish and buff.	1

## *Weekend Services*

Task Description	Annual Frequency
At least twice per shift, police entrances, common areas and common restrooms. Provide cleaning as required.	104
Empty general and recyclable common area trash, replace liners.	104
Respond to emergencies as requested by TCNJ staff.	104

# TCNJ

## Specification Notes

1. All powered custodial equipment operating with a sound level of less than 70 decibels and be ergonomically designed to minimize vibration.
2. Vacuuming must be performed with (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. Service Provider 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.

# **TCNJ Custodial SOW**

## **Green Cleaning Policy**

This Green Cleaning Policy has been designed to implement a fully comprehensive green cleaning program for TCNJ. 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, service providers 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**

Service Provider will promote healthy hand hygiene by providing soap and soap dispensers in custodial closets, kitchen areas, bathrooms, break rooms and locker rooms. Service providers 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**

Service Provider 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 service providers
  - b. Service providers 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. Service providers must use appropriate personal protective equipment (PPE) f. Chemical dilution systems must be adhered to
  - f. Unnecessary amounts of chemicals should not be stored in the custodial closet
  - g. Only authorized employees will have access to the main storage room
  - h. 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
  - i. Service Provider shall be aware that certain TCNJ facilities require special disposal procedures of cleaning chemicals. Service Provider 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.

- 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.
  - c. 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 Service Provider employees that prepare food for customers must use antimicrobial soaps and/or disinfectants

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

## **Service Provider Training Requirements**

Service Provider 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 Service Provider Training
  - a. Service providers 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. Service Providers 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.
    - i. 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***

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](http://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.

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

## **Low Environmental Impact Cleaning Equipment Policy**

Service Provider 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**

Service Provider 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**

Service Provider will collect building occupant feedback on an ongoing basis to improve its custodial program. TCNJ and/or the Service Provider 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 Service Provider 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.

## Campus Map and Building Details

Included below, for informational purposes, is a campus map followed by a listing of the facilities and their floors. You can also find an informative map online at

<https://tcnj.edu/about/campus-info/campus-map/>

Separately, the net cleanable square footage and fixture count of each facility is attached (Exhibit A1).



**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/bso/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at [CD134@treas.nj.gov](mailto: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](mailto: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](mailto: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
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS "sole officer" after the officer's name.)
- ☐ 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**

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

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**All Equity partners of a Partnership**

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**All Equity members of a LLC**

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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 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial 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](mailto: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 <b>COUNTRY</b>	Reasons why services cannot be performed in <b>USA</b>
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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.

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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/Off eror:

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. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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/Off eror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Off eror Contact Name	Contact Phone Number

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

a. Bid Security – If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of The College of New Jersey.

2. The College will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the College will:

a. Issue an award notice for those offers accepted by the State;

b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the College. In case of default, the College reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5.

Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the bid or Request for Proposal payable to The College of New Jersey, binding the contractor to provide faithful performance of the contract.

2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of The College of New

New Jersey.

The Performance Security must be submitted to the College within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

**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** – It is understood and agreed that in addition to The College of New Jersey, other New Jersey higher education institutions may also participate in this contract at the same pricing, terms, etc.

**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.