MONTCLAIR BOARD OF EDUCATION
MONTCLAIR, NEW JERSEY 07042

CUSTODIAL CLEANING SERVICES
BID

BID# B01-24

Christina Hunt, QPA, CEFM
School Business Administrator/Board Secretary

Submission Date:
Tuesday, July 11, 2023
11:00 a.m.
REQUEST FOR BIDS

Bid Advertisement


Bid No.  B01-24  CUSTODIAL CLEANING SERVICES

All necessary bid documents are located on the Montclair Public School Website:  
https://www.montclair.k12.nj.us/departments/business_office/bid_information

Bids must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/Board Secretary of Montclair Board of Education on or before the date and time indicated below. The envelope is to bear the following information:

<table>
<thead>
<tr>
<th>Title:</th>
<th>CUSTODIAL CLEANING SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Number</td>
<td>B01-24</td>
</tr>
<tr>
<td>Name and Address of the Bidder</td>
<td></td>
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<tr>
<td>Bid Opening Date</td>
<td>Tuesday, July 11, 2023</td>
</tr>
<tr>
<td>Bid Opening Time:</td>
<td>11:00 a.m.</td>
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</tbody>
</table>

The bid envelope must be addressed to

MONTCLAIR BOARD OF EDUCATION
Attn: Christina Hunt, School Business Administrator/Board Secretary
22 Valley Road
Montclair, New Jersey 07042

Location of Bid Opening

MONTCLAIR BOARD OF EDUCATION
22 Valley Road
2nd Floor Conference Room
Montclair, New Jersey 07042

The bid opening process will begin on the advertised date and time at the Montclair Board of Education, 22 Valley Road, Montclair, New Jersey 07042. Bids may also be submitted to the School Business Administrator/Board Secretary or their designee at the bid opening meeting, prior to the advertised date and time. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all bids.
No bids shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

Currently the Board of Education does not accept electronic (e-mail) submissions of bids.

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

Each bid shall be accompanied by a bid bond, cashier’s check, or certified check made payable to the Montclair Board of Education, for ten percent (10%) of the amount of the total bid, however, not to exceed $20,000.

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

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

The Board of Education reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board.

Christina Hunt, QPA, CEFM
School Business Administrator/Board Secretary
ETHICS IN PURCHASING
Statement to Vendors

BOARD OF EDUCATION RESPONSIBILITY

Recommendation of Purchases
The Board of Education desires to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon the quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et seq.

Solicitation/Receipt of Gifts – Prohibited
School officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Board of Education or anyone proposing to do business with the Board.

VENDOR RESPONSIBILITY

Offer of Gifts, Gratuities -- Prohibited
Any vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other things of value of any kind to any official or employee of the Board or any member of the official’s or employee’s immediate family.

Vendor Influence -- Prohibited
No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

VENDOR CERTIFICATION

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.
PROMPTNESS OF PROPOSAL SUBMITTAL
It is the responsibility of the respondent to ensure that their proposal is presented in a sealed envelope at the Office of the School Business Administrator/Board Secretary or designee, prior to the advertised date and time fixed for the receipt of the proposal. This will occur promptly for this proposal on **Tuesday, July 11, 2023, at 11:00 a.m.** No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 a.m. – 4:00 p.m. according to the school calendar. Access to the Business Office may be delayed because of security clearance. Respondents may also submit proposals to the School Business Administrator/Board Secretary or her designee at the proposal opening meeting held in the **Montclair Board of Education, Conference Room, 2nd Floor at 22 Valley Road, Montclair, NJ 07042** prior to the advertised proposal opening date and time. Once again, proposals will not be received after the time designated in the advertisement.

PARKING
Parking in the vicinity of the Board of Education Administration Building is at a premium. Allow enough time to locate a parking space. Be prepared to park two or three blocks from the Board Offices.

Heavy traffic hours by the Board Offices on school days are from 7:30 a.m. to 8:30 a.m., and between 1:40 p.m. and 3:10 p.m. Be aware of parking signs as you may receive a parking ticket or have your vehicle towed.

MAIL
Mail is brought to the Board Offices in mailbags, approximately 10:00 am each day. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately 11:30 a.m.

UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES
Deliveries of this type are usually made from 10:00 a.m. on. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting proposals to the Business Office.

HAND DELIVER PROPOSALS – SUGGESTED PRACTICE
Keeping the aforementioned items in mind, the Board suggests that respondents arrange to hand deliver their proposal to the Office of the School Business Administrator/Board Secretary before the advertised date and time. **Please understand that proposals arriving after the advertised date and time for any reason, cannot be accepted, opened or considered.**
MONTCLAIR BOARD OF EDUCATION

BID DOCUMENT CHECKLIST

A. Documents to be Returned with Bid

1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
3. Assurance of Compliance Statement
4. Bid Guarantee (Bid Bond, Cashier’s Check, or Certified Check)
5. Bid Proposal Form
6. Chapter 271 Political Contribution Disclosure Form
7. Contractor/Vendor Questionnaire / Certification
8. Iran Disclosure Affidavit
9. Non-Collusion Affidavit
10. Statement of Ownership
11. Russia-Belarus Form

The documents listed above when required, are to be submitted with the bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

B. Reminder Checklist

As a courtesy, the Office of the School Business Administrator/Board Secretary has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>1. Have you verified your pricing to ensure accuracy?</td>
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<tr>
<td>2. Have you answered questions fully and accurately?</td>
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<tr>
<td>3. Have you signed all your documents (blue ink)? Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.</td>
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<tr>
<td>4. Have you prepared all documents for submission?</td>
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<tr>
<td>5. Did you make a copy of the bid package for your records?</td>
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<tr>
<td>6. Did you submit a Bid Guarantee? Consent of Surety? (Only if required)</td>
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<td></td>
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<tr>
<td>Did you submit a Consent of Surety? (Only if required)</td>
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<tr>
<td>7. Did you correctly address the envelope?</td>
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<tr>
<td>8. Have you allowed ample time for the bid to reach the Business Office?</td>
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MONTCLAIR BOARD OF EDUCATION

GENERAL SPECIFICATIONS

Christina Hunt, QPA, CEFM
School Business Administrator/Board Secretary
MONTCLAIR BOARD OF EDUCATION

Custodial Cleaning Services

INSTRUCTIONS TO BIDDERS

BIDS ARE TO BE SUBMITTED TO: Christina Hunt, QPA, CEFM
School Business Administrator/Board Secretary
Montclair Board of Education
22 Valley Road
Montclair, New Jersey 07042

BY: 00:00 a.m. PREVAILING TIME ON: Tuesday July 11, 2023

Bids may be submitted by mail, delivery service, or in person. Bids are to be submitted in a sealed envelope and the envelopes will be unsealed and the contents announced at the bid opening meeting.

Bids must be placed in a sealed envelope/package, clearly marked with the Custodial Services on the front of the envelope/package.

Title: CUSTODIAL CLEANING SERVICES
Bid Number: B01-24
Name and Address of the Bidder
Bid Opening Date: Tuesday, July 11, 2023
Bid Opening Time: 11:00 a.m.

Failure to properly label the bid envelope may lead to the rejection of the bid.

BID OPENING MEETING
All bids will be publicly received and unsealed by the School Business Administrator/Board Secretary in the Montclair Board of Education, 22 Valley Road, Montclair, New Jersey 07042, and read beginning at 00:00 a.m. on Weekday, Month 00, 2000. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete and presented to the School Business Administrator/Board Secretary prior to the advertised bid date and time. No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))
1. **AFFIRMATIVE ACTION REQUIREMENTS**

Each company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for $150.00 made payable to the Treasurer, State of NJ and forward a **copy** of the form and check/money order to the Board. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is requested with the submission of the bid/proposal. However, the Board will accept in place of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

**Sample Certificate of Employee Information Report**

![Sample Certificate of Employee Information Report](image)

All respondents are urged to submit with their response, a copy of their firm’s Certificate of Employee Information Report. Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the award of the contract will result in the rejection of the bid/proposal.
2. ALTERNATIVE DISPUTE RESOLUTION PROCESS
All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator’s fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public School Contracts Law. The arbitration of claims is expressly excluded under this contract. These alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process or the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

3. AMERICANS WITH DISABILITIES ACT
The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. §12101 et seq.

The District intends to purchase, wherever available, and practical, goods and materials manufactured in the United States

5. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION, AND BULLYING—CONTRACTED SERVICE
The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable codes and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide the contracted service provider with a copy of the board’s Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

6. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1
N.J.S.A. 10:2-1. Anti-discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor 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.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c.490 (C.18A:18A-51 et seq.).


Please note, The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

A. Bid Guarantee [ ] REQUIRED [ ] NOT REQUIRED

When required, each bid shall be accompanied by a bid bond, cashier, or certified check for ten percent (10%) of the amount of the total contract, but not in excess of $20,000. This guarantee shall be made payable to the Montclair Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and the performance bond (if required) is filed with the Board of Education. The bid number assigned to this bid shall be included on the bid bond, cashier, or certified check. The bid security check for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

Please note: Uncertified business checks, personal checks, or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. Facsimile, rubber-stamped, electronic or digital signatures are not acceptable. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board. The bid guarantee shall include the bid number or solicitation number assigned by the board of education.
The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. A list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The bid number assigned to this bid shall be included on the bid bond, cashier, or certified check. The board will not accept a bid with multiple bid numbers listed on the bid bond.

Failure to submit or sign a bid guarantee by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package shall be deemed cause for disqualification and rejection of the bid.

B. Certificate (Consent) of Surety    ☑ REQUIRED ☐ NOT REQUIRED
When required, each bidder shall submit with its bid, a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such a surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid.

Failure to submit or sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package shall be deemed cause for disqualification and rejection of the bid.

C. Performance Bond    ☐ REQUIRED ☐ NOT REQUIRED
When required, the successful bidder shall furnish a Performance, Payment, and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Montclair Board of Education and shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive, or delayed payments by the Board shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Board shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Board at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Board.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.
The Contractor shall execute a formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment, and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting their bid by the Board.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

8. BID PRICE GUARANTEE – Ninety (90) Days from Award of Contract
When the Board of Education requests bid prices for supplies, materials, or equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of ninety (90) days from the date of the award of the contract. The contractor(s) may extend the bid price guarantee through written permission to the Board of Education.

9. BID PRICES
In the event of a discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if the award is made based on totals.

10. BID PROPOSAL FORM
All bids are to be written in typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection. Bidders are urged to fill out and complete all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid. If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bears the company information.

The Board of Education will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes to the Bid Proposal Form or qualify their bid with conditions differing from those defined in the bid specification documents. If bidders do make changes to the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive N.J.S.A. 18A:18A-2(y).

Bidders are to submit one bid price per item. The Board will not accept multiple bids on an individual basis, nor will the Board accept a “bottom line” or “all or none” bid subject to the bidder receiving the entire contract.

11. BIDDER’S RESPONSIBILITY FOR BID SUBMITTAL
It is the responsibility of the bidder to ensure that their bid is presented to the Office of the School Business Administrator/Board Secretary and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any bid envelope not properly labeled and sealed.
12. BRAND NAME OR EQUIVALENT
Whenever the Board of Education requests a brand name for a particular item, it will consider a “brand name or equivalent”. If the bidder desires to bid on an equivalent item the bidder shall do the following:

a. On the Bid Proposal Form, write in ink next to the item requested, the bidder’s substitute item, including brand name, model number, and full description of the item. This is the only change to the Bid Proposal Form the Board will accept.

b. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the bid opening. The sample item shall be a paper, brochure, or illustrative literature outlining the brand/manufacturer name, model number, and full description of the item.

c. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including the manufacturer’s name, model number, etc.

d. Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.

e. It is the responsibility of the bidder to demonstrate the equivalency of the items offered.

Please note: Bidders are to only bid brand name or equivalent. The Board will not accept multiple bids on individual items.

13. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)
Pursuant to N.J.S.A. 52:32-44, the Board of Education is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor and each subcontractor that is required by law to be named in a bid/proposal/contract have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

A request of the Board of Education
All bidders or companies responding to requested proposals are requested to submit with their response package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey. The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of the contract will result in the rejection of the proposal.

Subcontractors
Prior to contract award or authorization, the contractor shall provide the Board 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 bidder, 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.

**N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.**

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. **2001, c.134** (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. **1977, c.110** (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

**Sample Business Registration Certificates**

![Sample Business Registration Certificate](image-url)
Any prospective bidder who wishes to challenge a bid specification shall file the challenge in writing with the School Business Administrator/Board Secretary no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and have no impact on the Board of Education or the award of a contract.

15. COMPLIANCE WITH ALL LAWS -- Where applicable
Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen’s Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment, and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. The contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances, or regulations shall be provided by the Contractor.

The contractor shall keep themself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

16. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS
Contractors/vendors doing business with the board of education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

- Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)
  Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

- Maintenance of Contract Records—N.J.A.C. 17:44-2.2
  Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).
The contractor/vendor to whom a contract has been awarded 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.

- **Board of Education Requirement**
  In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to products transactions or services rendered under this contract, available to the Board of Education upon request.

17. **CONTRACTS**
- **Award of Contract, Rejection of Bid(s)**
The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

- **Equal Prices**
Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board may award the contract to the vendor whose response, at the discretion of the Board, is the most advantageous, price and other factors considered.

- **Return of Contracts and Related Contract Documents—When required**
Upon notification of the award of the contract by the Board of Education, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor, when required.

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of the award by the Board of Education with the bid security becoming the property of the Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

- **Renewal of Contract; Services**
The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary may negotiate terms for a renewal of the contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation. The Board of Education is the final authority in awarding renewals of contracts.
• Term of Contract
The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

• Purchase Order Required; Notice to Proceed
No contractor or vendor shall proceed with any project, provide any service, or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

18. DEBARMET, SUSPENSION, OR DISQUALIFICATION
The Board of Education will not enter into a contract for work with any person, company, or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred). Pursuant to N.J.S.A. 52:32-44.1 (a), any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All bidders are required to certify on the Contractor/Vendor Questionnaire and Certification form, indicating whether the entity listed on the bid proposal form or any person employed by this entity, nor the person’s affiliates are not debarred from contracting with a Federal government agency, nor debarred from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov)

19. DELETION OF BIDDERS FROM THE BIDDERS’ LIST
The Board of Education will delete the name of vendors from the Board’s list of bidders if on three (3) occasions the vendor did not respond to a request for bids. A letter from the vendors stating “no-bid” will not be considered a “no response to the bid.”

20. DELIVERY
FOB Destination, Freight Prepaid - The contractor, to whom the contract is awarded, retains title and control of goods and selects the carrier, and is responsible for the risk of transportation; title passes to the Board of Education upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Board of Education recognizes two (2) types of delivery:

• Inside Delivery
Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building.

• Spotted Delivery
Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to uncrate, setting up, and assembling items to determine good working order and remove all debris to the satisfaction of the Board of Education.
Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education. If a specialized person is needed to set up, assemble, or erect item, such assembly shall be completed within five (5) school days of the actual delivery date. Failure to assemble, set up, or erect items within the stated time may result in a $100.00 per day assessment against the bidder for each day items are not assembled, set up, or erected.

The Board of Education will not be responsible for any extra delivery costs. All bid prices for materials, goods, and supplies are to include all shipping, freight, delivery, and handling costs. Specific delivery instructions are provided in the General Specifications.

*Please note!* All packages, boxes, cartons, etc., when delivered, must be marked on the outside as to contents, and the Board of Education’s purchase order number must be clearly printed on the packages, boxes, cartons, etc.

**21. DELIVERY GUARANTEE**
The contractor agrees to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications. Failure to deliver the designated items within the prescribed period of time shall cause the Board of Education to deduct penalties as per the schedule listed in the general specifications.

**22. DOCUMENTS, MISSING/ILLEGIBLE**
The bidder shall familiarize himself with all forms provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact the School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit their bid.

**23. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**
All documents submitted with this bid shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.

Forms provided by the Board of Education. Please check your bid package for these forms!

- Acknowledgment of Addenda
- Affirmative Action Questionnaire
- Assurance of Compliance
- Bid Proposal Form
- Chapter 271 Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire /Certification
- Disclosure of Investment Activities in Iran
- Non-Collusion Affidavit
- Russia Belarus Prohibited Activities
- Statement of Ownership
24. ESTIMATED QUANTITIES
The Board of Education intends to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation in the number of items actually ordered because of the budgeting and financial constraints of the school district.

25. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT
The bidders, by submitting a proposal, acknowledge that they have carefully examined the bid specifications, documents, addenda (if any), and the site; and that from their investigation, they have satisfied themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, their obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in their bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

26. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)
A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is $25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds $2,500.00 but is less than $25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is $2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Bidders should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make a material misrepresentation.

- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.

- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if the said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
27. FORCE MAJEURE
Neither party shall be liable in damages for any failure, hindrance, or delay in the performance of any obligation under this Agreement if such delay, hindrance, or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence. Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

28. INSURANCE AND INDEMNIFICATION

When required by the Board of Education, the vendor/contractor to whom the contract is awarded for any service, work, or supply of goods, and, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

**Commercial General Liability** with a $1,000,000 and $2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage, and Products Liability.

**Automobile Liability** with a $1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Automobile liability insurance shall be included to cover any vehicle used by the insured.

**Cyber Security and Privacy Liability** with a $1,000,000 per occurrence or claim.

**Other Insurance Coverage**
- $100,000 Pollution Cleanup
- $50,000 Fire Damage
- $5,000 Medical Expenses
- $4,000,000 Excess Umbrella Liability
- $1,000,000 Sexual Harassment, Abuse or Molestation

Insurance Certificate – When Required
The vendor/contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.

The certificate holder shall be as follows:

Montclair Board of Education  
c/o School Business Administrator/Board Secretary  
22 Valley Road  
Montclair, New Jersey 07042

Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate:

“Montclair Board of Education is named as an additional insured”
WORKERS COMPENSATION
Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States must be available for perusal. The minimum limits are the following unless a greater amount is required by law:

- Bodily Injury by Accident: $1,000,000. Each Accident
- Bodily Injury by Disease: $1,000,000. Policy Limit
- Bodily Injury by Disease: $1,000,000. Each Employee

Indemnification
The vendor/contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorneys fees) in connection therewith on account of the loss of life or property or injury or damage to any 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 the performance by contractor of services under the contract or by a party for whom the contractor is liable. This indemnification obligation is not limited by but is in addition to, the insurance obligations contained in this agreement. The vendor/contractor is to assume all liability of every sort of incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor’s men.

29. INTERPRETATIONS AND ADDENDA
No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary and must be received at least ten (10) days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of bids to be given consideration. Any interpretations and supplemental instructions will be distributed in the form of a written addendum to the specifications. The addendum will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.


Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.
If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders 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 on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal. The Disclosure of Investment Activities in Iran Form is to be completed, certified, and submitted prior to the award of the contract.

31. LIABILITY – COPYRIGHT
The contractor shall hold and save the Board of Education, its officials, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of their contract.

32. LIQUIDATED DAMAGES
Liquidated damages shall be assessed against the contractor in the amount as listed in the General Specifications, and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

33. NON-COLLUSION AFFIDAVIT
A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the bid and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid. The respondent has to further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the respondent.

The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have their signature notarized, and submit the form with the proposal response. Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.
34. PAYMENTS
Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

Payment will be rendered upon completion of services or delivery of full order of goods/materials/supplies. Pursuant to the New Jersey Prompt Payment Law—N.J.S.A. 18A:18A-10.1, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services have been rendered.

35. POLITICAL CONTRIBUTIONS DISCLOSURE – PAY TO PLAY

Annual Disclosure
A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of $50,000 from public entities in a calendar year. It is the business entity’s responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or www.elec.nj.us.

Chapter 271 Political Contribution Disclosure Form
Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- Any State, county, or municipal committee of a political party
- Any legislative leadership committee*
- Any continuing political committee (a.k.a., political action committee)
- Any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to the award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.
The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected officials and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure Form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

36. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS
Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

- **Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)**
  “No board of education will vote upon or award any contract in the amount of $17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.

- **Contributions During Term of Contract -- Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)**
  “Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

“When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

- **Chapter 271 Political Contribution Disclosure Form; Required -- N.J.A.C. 6A:23A-6.3 (a) (4)**
  All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure Form shall be submitted with the response to the bid/proposal. Failure to provide the completed and signed form may be cause for disqualification of the bid/proposal.

37. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS
When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

38. PRODUCT GUARANTEE; NO SUBSTITUTIONS
The contractor shall guarantee that all goods and materials supplied shall be new, unused, and meet the specifications as noted in this bid. The Board of Education will not accept substituted items that deviate from the items listed on the purchase order.

39. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form
The Board of Education may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return the form with the bid and shall furnish all information to the Board as the Board may require to determine the contractor’s ability to perform the duties and obligations as outlined in these specifications.

40. RIGHT TO KNOW LAW
All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Worker and Community Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Workplace, Health, and Safety
Right to Know Unit, CN 368
Trenton, New Jersey 08625-0368

41. RUSSIA OR BELARUS; PROHIBITED ACTIVITIES
The Board of Education shall comply with N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1 (c) which requires a person (or entity) to certify, before a contract is awarded, renewed, amended, or extended, by the Board that the person (or entity) is not identified on a list as a person engaging in prohibited activities in Russia or Belarus. The certification required shall be executed on behalf of the applicable person by an authorized officer or representative of the person. If a person is unable to make the certification required because the person or one of the person's parents, subsidiaries, or affiliates has engaged in prohibited activity in Russia or Belarus, the person shall provide to the Board of Education, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. The certifications provided under this section and disclosures provided under this section shall be disclosed to the public.

The Board has provided within the specifications, a Prohibited Russia Belarus Activities and Iran Investment Activities Certification Form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal. The Prohibited Russia Belarus Activities and Iran Investment Activities Certification Form are to be completed, certified, and submitted prior to the award of the contract.
42. SAMPLES
From time to time the Board may require the submission of samples either before or at the time of the bid, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full-size samples must be submitted no later than the official BID OPENING. Failure to submit said samples may be regarded as a basis for rejecting the bid. Samples may be impounded until the satisfactory completion of the contract. Otherwise, all samples must be picked up by the bidder within thirty (30) days of the award of contracts, or said samples will be presumed abandoned and the School Business Administrator/Board Secretary will dispose of them as seen fit.

43. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)
No business organization, regardless of the form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

44. SUBCONTRACTING; ASSIGNMENT OF CONTRACT
Contractors, service providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of a contract for goods or materials for the Board without first receiving written permission from the School Business Administrator/Board Secretary.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The School Business Administrator/Board Secretary may require the following documents to be secured from all approved subcontractors:

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.
45. TAXES
As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of the said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any labor, services, materials, and supplies furnished to the Board of Education. Contractors may not use the Board’s tax-exempt status to purchase supplies, materials, services, or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies, and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to the New Jersey Division of Taxation—Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board’s tax identification number to purchase supplies, materials, services, or equipment.

46. TERMINATION OF CONTRACT
If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties, and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused by the District by the contractor’s breach of this agreement. The Board may withhold payment due to the contractor and apply the same towards damages once established.

The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement. The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

47. WITHDRAWAL OF BIDS

• Before The Bid Opening
The School Business Administrator/Board Secretary may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary before the advertised time of the bid opening. Any bidder who has been granted permission by the School Business Administrator/Board Secretary to have their bid withdrawn cannot re-submit a bid for the same advertised bid project. That bidder shall also be disqualified from future bidding on the same project if the project is re-bid.
• After The Bid Opening

The Board of Education may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored. The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator/Board Secretary, the Director of Building & Grounds, other interested administrators; and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become the property of the Board of Education.
BID DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section, when required, shall be completed, signed, and submitted with the bid package – Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive (N.J.S.A. 18A:18A-2(y)).

Christina Hunt, QPA, CEFM
School Business Administrator/Board Secretary
ACKNOWLEDGEMENT OF ADDENDA

Bid Number **B01-24**  
Bid Date: **Tuesday, July 11, 2023**

The bidder acknowledges receipt of the hereinafter enumerated Addenda which has been issued during the period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

<table>
<thead>
<tr>
<th>ADDENDA NO.</th>
<th>ISSUING DATES</th>
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</tr>
</tbody>
</table>

☐ No Addenda Received

Name of Company ____________________________________________________________

Address _________________________________________________________________ P.O. Box ______

City, State, Zip Code ______________________________________________________

Name of Authorized Representative _________________________________________

Signature ___________________________ Title ____________________________
AFFIRMATIVE ACTION QUESTIONNAIRE

Bid Number B01-24

Bid Date: Tuesday, July 11, 2023

This form is to be completed and returned with the bid. However, the Board will accept in lieu of this Questionnaire, an Affirmative Action Evidence Certificate of Employee Information Report.

1. Our company has a Federal Affirmative Action Plan approval. □ Yes □ No
   If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report □ Yes □ No
   If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered “NO” to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

   NJ Department of the Treasury Contract Compliance (state.nj.us)

Click on “AA 302 Employee Information Report”
Complete and submit the form with the appropriate payment to:

   Department of Treasury
   Division of Purchase and Property
   Contract Compliance and Audit Unit

The complete mailing address may be found on the Instructions page of Form AA-302

All fees for this application are to be paid directly to the State of New Jersey. A copy of the Employee Information Report and a copy of the check shall be submitted to the Board of Education prior to the execution or award of the contract.

I certify that the above information is correct to the best of my knowledge.

Name: __________________________________________________________________

Signature ___________________________________________ Date _____________________

Title ___________________________________________ Date _____________________

Name of Company___________________________________________________________

City, State, Zip _____________________________________________________________
ASSURANCE OF COMPLIANCE

Contact with Students
There may be times during the performance of this contract, when a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide all students and staff members with a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder’s understanding of the below-listed requirements and further acknowledging the bidder’s assurance of compliance with those listed requirements.

Anti-Bullying Reporting—Requirement
When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

When applicable, the contracted service provider shall provide to the school district prior to commencement of the contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements
When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company ____________________________________________

Name of Authorized Representative _________________________________

Signature ____________________________________________ Date ____________________________
CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

CUSTODIAL CLEANING SERVICES

Bid No. B01-24  Bid Date: Tuesday, July 11, 2023

Name of Company ___________________________________________ PO Box _____________
Address ____________________________
City, State, Zip ____________________________
Business Phone Number (____)_____________ Emergency Phone Number (___) __________
E-Mail ____________________________ FEIN No. __________
Unique Identifier Number __________(if applicable) CAGE Code (if applicable) __________

References – Work previously done for School Districts in New Jersey

Name of District Address Contact Person/Title Phone
1. ____________________________________________ ________________________
2. ____________________________________________ ________________________
3. ____________________________________________ ________________________

Vendor Certifications

Direct/Indirect Interests
I declare and certify that no member of the Montclair Board of Education, nor any officer or employee, or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation
I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission, or compensation, or offered any gift, gratuity, or other things of value to any school official, board member, or employee of the Montclair Board of Education.

Vendor Certifications
I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

Debarment Certification
I certify that my company and any person employed by my company, nor any affiliates are not debarred from contracting with a Federal government agency, nor debarred from contracting with the State of New Jersey.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award, or performance of a government contract.

______________________________
President or Authorized Agent (Print)

______________________________
SIGNATURE
Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities

Relationship to Vendor/ Bidder

Description of Activities

Duration of Engagement

Anticipated Cessation Date

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Version REV. 2.1 2021

This form is to be completed, certified, and submitted prior to the award of the contract.
NON-COLLUSION AFFIDAVIT

CUSTODIAL CLEANING SERVICES

Bid No. B01-24

Bid Date: Tuesday, July 11, 2023

I, ____________________________________ of the City of ________________________________
in the County of ______________________ and the State of ________________________________
of full age, being duly sworn according to law, on my oath depose and say that:

I am ____________________________________ of ________________________________
Title Name of Company

I am the bidder making the Proposal for the above named contract, and I executed the said Proposal
with full authority so to do; that I have not, directly or indirectly, entered into any agreement,
participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or
otherwise taken any action in restraint of free, competitive bidding in connection with the above-named
bid, and that all statements contained in said Proposal and this affidavit are true and correct and made
with full knowledge that the Board of Education relies upon the truth of the statements contained in
said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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

_________________________________________
(Print Name of Contractor/Vendor)

Subscribed and sworn to: ____________________________________________
(Signature of Contractor/Vendor)

before me this ______ day of ______________________, ________.
Month Year

_________________________________________
(Print Name of Notary Public)

My commission expires ______________________ ________________, ________.
Month Day Year

*SEAL*

*STAMP*
STATEMENT OF OWNERSHIP DISCLOSURE

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: __________________________________________________________

City, State, ZIP: _______________________________________________________________

**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** Check the appropriate box

☐ 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 owns 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):

<table>
<thead>
<tr>
<th>Name of Individual or Business Entity</th>
<th>Address</th>
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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.

<table>
<thead>
<tr>
<th>Website (URL) containing the last annual SEC (or foreign equivalent) filing</th>
<th>Page #’s</th>
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</table>

**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 non-corporate 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.**

<table>
<thead>
<tr>
<th>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</th>
<th>Address</th>
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**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 Montclair Board of Education 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 Board of Education to notify the Board of Education 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 Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

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<th>Full Name (Print):</th>
<th>Title:</th>
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<th>Signature:</th>
<th>Date:</th>
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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.
MONTCLAIR BOARD OF EDUCATION

CHAPTER 271
POLITICAL CONTRIBUTION DISCLOSURE FORM

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _________________ (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

<table>
<thead>
<tr>
<th>Date of Contribution</th>
<th>Amount of Contribution</th>
<th>Name of Recipient Elected Official/ Committee/Candidate</th>
<th>Name of Contributor</th>
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</table>

The Business Entity may attach additional pages if needed.

☐ No Reportable Contributions (Please check (√) if applicable.)

I certify that ____________________________________________________________________________ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification
I certify that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent ____________________________________________
Signature ___________________________ Title ____________________________
Business Entity ______________________________________________________

Bid No: 00-00

Bid 01-24 Custodial Cleaning Services
CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26).

This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.
The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE:** This section does not apply to Board of Education contracts.

**N.J.S.A. 19:44A-3(s):** “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”
List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 52:34-25

County Name: Essex
State: Governor, and Legislative Leadership Committees
Legislative District #s: 21, 27, 28, 29, 34, 36, 40
State Senator and two members of the General Assembly per district.

County:
<table>
<thead>
<tr>
<th>County Commissioner</th>
<th>County Clerk</th>
<th>Sheriff</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Executive</td>
<td>Surrogate</td>
<td>Registrar of Deeds</td>
</tr>
</tbody>
</table>

Municipalities (Mayor and members of governing body, regardless of title):

<table>
<thead>
<tr>
<th>Belleville Township</th>
<th>Irvington Township</th>
<th>Orange City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bloomfield Township</td>
<td>Livingston Township</td>
<td>Roseland Borough</td>
</tr>
<tr>
<td>Caldwell Borough</td>
<td>Maplewood Township</td>
<td>South Orange Village</td>
</tr>
<tr>
<td>Cedar Grove Township</td>
<td>Millburn Township</td>
<td>Verona Township</td>
</tr>
<tr>
<td>Montclair City</td>
<td>Montclair Township</td>
<td>West Caldwell Township</td>
</tr>
<tr>
<td>Essex Fells Township</td>
<td>Newark City</td>
<td>West Orange Township</td>
</tr>
<tr>
<td>Fairfield Township</td>
<td>North Caldwell Borough</td>
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<tr>
<td>Glen Ridge Borough</td>
<td>Nutley Township</td>
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</tbody>
</table>

Boards of Education (Members of the Board):

<table>
<thead>
<tr>
<th>Belleville Town</th>
<th>Glen Ridge Borough</th>
<th>Nutley Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bloomfield Township</td>
<td>Irvington Township</td>
<td>Roseland Borough</td>
</tr>
<tr>
<td>Caldwell-West Caldwell</td>
<td>Livingston Township</td>
<td>South Orange-Maplewood</td>
</tr>
<tr>
<td></td>
<td>Millburn Township</td>
<td></td>
</tr>
<tr>
<td>Cedar Grove Township</td>
<td>Montclair Township</td>
<td>Verona Borough</td>
</tr>
<tr>
<td>Essex Fells Borough</td>
<td>Newark City</td>
<td>West Essex Regional</td>
</tr>
<tr>
<td>Fairfield Township</td>
<td>North Caldwell Borough</td>
<td>West Orange Township</td>
</tr>
</tbody>
</table>

Fire Districts: None
PART 1: CERTIFICATION

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury’s website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☐ I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury’s lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)
CONTRACT AMENDMENTS AND EXTENSIONS

☐ I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury’s lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

☐ I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department’s Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

PART 2: ADDITIONAL INFORMATION

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.
PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Montclair Board of Education is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Montclair Board of Education to notify the Montclair Board of Education 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. 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 Montclair Board of Education and that the Montclair Board of Education at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) ___________________________ Title ___________________________
Signature ___________________________ Date ___________________________
APPENDIX A

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

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Appendix A
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division’s website at: http://www.state.nj.us/treasury/contract_compliance/.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.
TECHNICAL SPECIFICATIONS

Christina Hunt, QPA, CEFM
School Business Administrator/Board Secretary
PARTICULAR SPECIFICATIONS FOR CUSTODIAL SERVICES

PURPOSE
It is the intent of these Specifications to cover the complete custodial services to the same or higher degree as they are presently being performed and as described in the following paragraphs and at a minimum frequency as outlined below. All requirements of these Specifications are intended to ensure the highest quality custodial services to maintain district facilities in a safe and clean manner.

Additionally, the contractor must meet the requirements of school administrative personnel and be responsive to the scheduling requests of the District. It is the intent of these specifications to cover Custodial Cleaning Services and such additional services as are required and outlined in these specifications and bid form.

GENERAL REQUIREMENTS
1. Wherever the term “Owner” and/or “Board” are used in this Specification, it refers to the Montclair Board of Education.

2. Wherever the term “Bidder” and/or “Contractor” is used herein, it shall refer to both designators interchangeably.

3. The Custodial Services described herein are considered to be a service.

4. Price will be only one factor in selecting a successful bidder.

5. Contractor agrees to honor the bid for at least sixty (60) days.

6. Contractor shall not assign, transfer, or sublet this contract or any portion thereof without the written consent of the District.

7. Owner reserves the right to modify the contract at any time with appropriate prorated contracted fees.

8. Contractor shall conform to the Federal Occupational and Safety and Health Administration (OSHA) Code of 1970, including all subsequent revisions and amendments. The Contractor shall also be responsible for instructing employees in safety measures to insure compliance with the above state requirements and general practices, at the cost of the Contractor. Contractor must submit written proof of such training to the Board.

9. The Contractor shall assure compliance by its staff with Right to Know, OSHA, EEOC, AHERA and Blood borne Pathogens regulations. The Contractor is responsible for providing all training required for their employees, at no cost to the Board of Education, and must submit written proof of such training, which should include a detailed listing of employees’ attendance, date of training, and corresponding employee signatures of attendance. This information MUST be submitted to the Board for their files. Compliance with these regulations must be adhered to prior to employee’s placement in the District.

10. For the purpose of evaluation, the Contractor must indicate any variations to the Specifications, terms and/or conditions, no matter how slight. If no variations are stated on the Proposal Form(s), it shall be construed that the bidder fully complies with these Specifications.
11. **BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)** Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all bidders shall submit with their bid package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the bid package may be cause for the rejection of the entire bid. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292. A contractor, subcontractor or supplier who fails to provide proof of business registration or false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

12. Person referred to in these specifications as the Director of Building and Grounds shall be an employee of the Board of Education. This individual will serve as the liaison with the contractor’s Resident Manager.

**For the Montclair Board of Education, contractor will furnish an adequate number of qualified, trained full-time custodial and cleaning personnel to provide the specified custodial services as noted under Personnel Assignments.**

**At times, the Board of Education may require additional personnel for other assignments not noted under Personnel Assignments. Additional personnel will be billed at the rate noted on Form of Bid. Contractor must make available a Licensed Boiler Operator in the event this type of substitution is required, which will be billed at the rate noted on Form of Bid, page 67.**

13. **TERMINATION/DAMAGES**

**Termination Without Cause**
Either party shall have the right to terminate this agreement without cause by giving the other party written notice of said termination no less than sixty (60) days prior to the effective date of said termination.

**Termination for Cause**
In the event of any breach of the terms of this contract which, in the discretion of the Board, impacts upon the health, safety or welfare of the Board, its employees or students, then the Board may terminate this contract for cause immediately, provided that before giving such notice of termination a party in writing of its failure to perform and afforded the other party thirty (30) days within which to correct such failure. In such event, the Contractor hereby agrees to waive any Board hearing to which it is entitled.
**Penalties**
Any costs incurred by the Board due to any breach of contract or failure to perform duties under the Contractor shall be paid by the Contractor.

**QUALIFICATIONS OF BIDDER**

a. Start date of incorporation and/or date authorized to do business in New Jersey, date of incorporation and/or authorization and federal and New Jersey identification numbers.

b. Status of corporate history, organization and fiscal responsibility, including banking and credit references.

c. List of current customers of a nature similar to the Board of Education, including for each:
   1. Customer name and location.
   2. Number of square feet being cared for. Contractor must be currently servicing three (3) schools or more and be similar in nature to those being serviced by this specification.
   3. Name and telephone number of responsible person in customer organization.
   4. Submit organizational chart and typical job description for entire work force to be utilized in this school district. Contractor must have a Supervisor of Educational Facilities on staff who will be a responsible person. Provide list of available substitute custodians.

d. Bidder must disclose the name of all public schools custodial/maintenance contracts awarded for the past two years.

e. Bidder must be an established concern, registered to do business in the State of New Jersey for at least five years.

f. Bidder must disclose to the Board of Education all areas of non-compliance to bid specifications which have been brought to the attention of the bidder by the Board of Education during the past one-year period. The Montclair Board of Education may contact any of the school districts that have contracts with the bidder for the purpose of evaluating the quality of service provided and the ability of the bidder to adhere to specifications of the contract. Failure of the bidder to respond to this section and to provide accurate information in response to the above will be grounds to reject the bid as non-responsive.

**SUPPLEMENTARY CONDITIONS**
All services shall be performed in the best and most workmanlike manner; if considered objectionable, a worker shall be removed from the workplace upon notice from the Board.

The Contractor, by submitting a bid, represents and warrants:

1. That he is financially solvent and that he is experienced in and competent to perform the type of work to be so performed and furnished; and,

2. That he is familiar and will comply with all federal and state rules ordinances and regulations, which in any way affect the work of those employees; and,

3. That he has carefully examined the specifications and the site of the work and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other materials which may, in any way affect the work.

4. Contractors are requested to carefully review specifications and if there are any questions call: The Director of Buildings and Grounds (973) 509-4044.
PERSONNEL QUALIFICATIONS

a. The Contractor shall furnish all labor for the accomplishment of all work. Personnel considered not acceptable by the Director of Buildings & Grounds or his designee shall be transferred from the District and replaced with satisfactory personnel with 24 hours of notification. The Board of Education reserves the right to conduct an inspection of the cleaning operations at any time. All cleaning material used in the performance of custodial tasks is to be supplied by the Board of Education.

b. It is mandatory that the reporting employee be on-site 7 ½ hours per workday, which includes one-half (1/2) hour for lunch. We also require 4-hour shifts at the Administration Building, Edgemont School, Nishuane School, Renaissance School and Woodman Field House. It is mandatory that the reporting employee be on-site 7 ½ hours per workday, which includes one-half (1/2) hour for lunch.

c. Contractor is to assign “Approved” personnel to no more than one school building except as noted. Adequate “Approved” substitutes must be on file in the office of the Buildings and Grounds. This will eliminate personnel from working more than a 7-hour shift in one day, unless requested to do so in the assigned building. In the buildings where a 4-hour shift is required, permanent personnel must be assigned to that particular building.

d. The Contractor shall be responsible for requiring a tuberculosis examination for all employees prior to the start of work. Any follow-up resulting from these tests results must be completed before the start of work. If the employee fails the TB test, the employee must be removed from the District until such time they can successfully prove they do not have TB. This test must be renewed every second year of work in the District. School nurses within the Board of Education are not available to provide these services. The cost associated with this requirement is not reimbursable from the Board of Education.

e. All employees must undergo a State Police/FBI background check as required by N.J.S.A. 18A:6-7.1. This requirement is not reimbursable from the Board.

The Contractor is required to adopt a policy wherein all employees must report any arrest or conviction, which relates to any potential criminal, disorderly person, or any other offense requiring disqualification from employment pursuant to N.J.S.A. 18:6-7.1. At that point the employee is required to undergo an updated State Police/FBI background check as required by N.J.S.A. 18A:6-7.1. If this agency disqualifies the employee for continued employment in the school district he/she will be terminated immediately. Contractor must report any findings to the Board immediately upon receipt of such information. In appropriate circumstances, the Board shall retain the right to require the suspension of any employee arrested for any offense enumerated in the N.J.S.A. 18A:6-7.1 pending the outcome of the matter even when such action is not specifically required by law. Copies of background check must be provided to the District.

f. The management company will assume all liability for the acts and/or omissions of the employees.

g. The Contractor shall supply only “APPROVED” personnel to work in the schools. An “APPROVED” employee must meet the following criteria:

1) Successful contractor is required to establish and maintain employee files, with photographs, fingerprints, Montex test results and work authorization in the Office of the Chief Operations Officer or his/her designee and at each cleaning site.
2) Must have “on file” with the Director of Buildings and Grounds or his designee, a negative Criminal History Report.

3) Must have been fingerprinted by the Sagem Morpho Company using the State of New Jersey approved live scan fingerprinting process, at a cost designated by the State of New Jersey.

4) Must have undergone Monteux tuberculosis testing and have “on file” with the Director of Buildings and Grounds or his designee, a negative response to the test. If the test proves positive, then x-rays are to be taken and final results must be “on file” with the Director of Buildings and Grounds, or his designee, to prove negative to tuberculosis. This test must be renewed every second year of work in the District.

5) An updated listing of “APPROVED” personnel must be “on file” with the Director of Buildings and Grounds, and must include their correct assignment and social security number.

6) Any individual arriving at any school who fails to meet the above “APPROVED” status will not be allowed into the school shall be discharged at the Contractor’s expense. All substitute or replacement personnel must also meet these same requirements. Excessive delinquency (failure to report to work) will result in personnel dismissal. If the Contractor cannot supply reliable, qualified regular personnel, the contract will be rescinded.

7) The contractor will be penalized $100 per day for their Resident Manager’s failure to comply with any item noted above.

h. The Board shall furnish time clocks and timecards at each facility. Original timecards will be delivered to the Buildings and Grounds Department by Board of Education personnel on the Monday of each work week. **Payment for hours not registered on timecards will not be made.** The hourly base rate will be deducted for all hours not on-site as substantiated by punch in and punch out hours on the timecards. Contractor will be compensated based on the time punched in/out on the original timecards. Original invoices must be submitted to Buildings and Grounds Department within one (1) month of the work performed in order to be compensated. Timecards or invoices submitted for services performed, older than one (1) month, will not be honored and payment will not be made. This applies to both regular and overtime work performed. The Contractor will not be paid for delinquent timecards or invoices. The Contractor will not financially penalize the workers involved for their tardy accounting practices. Contractor shall be responsible for instructing personnel on how to use the time clocks. Personnel are responsible for punching in upon arrival, upon leaving for lunch, upon returning from lunch and when leaving at the end of the day. The Buildings and Grounds Department will fax, weekly, to the Contractor copies of all timecards, indicating hours worked. The contractor or his designee and their employees may not alter the timecards. Timecards are to stay in the designated school. Contractor or their designee is not allowed to transfer or alter any timecard. Anyone found to have altered their timecard or has been found to be punching in for another employee may be subject to immediate dismissal.

i. In the event of an absence, contractor employees must be instructed to call the Contractor to notify you of an absence. Contractor shall then contact both the school involved and the Buildings and Grounds Department advising of the absence. An “Approved” substitute should then report to the building where the absence has occurred. If a Montclair Board of Education employee is sent to the particular school until an approved substitute for the Contractor arrives, this is considered overtime for the Board of Education reporting custodian. This overtime cost will be deducted from the Contractor’s monthly invoice for the particular school. This overtime cost will be deducted from the Contractor’s invoice for that particular building.
j. The Contractor will furnish an adequate number of qualified, trained cleaning personnel, together with sufficient competent supervision in order to provide the proper custodial services at all times and/or during the prescribed hours. Turnover of personnel must be limited, but in the event it is necessary on a minimal basis such replacements must be fully qualified as noted in this section.

k. The Contractor shall furnish to the Board of Education a complete list of “APPROVED” full time and substitute employees, setting forth their addresses, qualifications, social security number, and assignments. The Contractor agrees to consult with the Board of Education concerning hiring, assignments or dismissal of its employees. The Board further reserves the right to reject any personnel who do not meet District standards before or after the service has been put into effect if the Board determines that any of the Contractor’s personnel has not complied with the District’s directives, rules, polices or the terms of these specifications. The Contractor will immediately terminate such personnel. The Contractor agrees, that upon request by the School District, any employee will be removed who, in the opinion of the School District, is guilty of improper conduct including, but not limited to: insobriety, sleeping on the job, insubordination, tardiness, substandard performance, or improper student relations. The Board of Education or its administrative designee shall have the right to determine finally whether any particular person employed by the Contractor is a satisfactory employee.

l. Submit weekly payroll reports to the Director of Buildings and Grounds.

m. Personnel must be proficient at a sufficient level with the English language to communicate within the level of their work assignments. All personnel shall be able to communicate with clarity, coherence and understanding with all of the staff and visiting personnel.

n. The Board maintains the right to request that the Contractor remove any of its employees from the District for any just cause. The definition of just cause shall be solely determined by the Board.

o. All personnel must be of good moral character and perform in a respectful manner to all property of the Board of Education.

p. It is strictly understood that Bidder and any of the employees of the Bidder shall at no time bring upon the premises any alcoholic beverages or other dangerous controlled substances for consumption, sale, gifts, or for any use in any manner whatsoever. Any breach of this condition will result in immediate termination.

q. The Contractor must supply all personnel with three (3) sets of uniforms. Picture identification badges and clean uniforms must be worn on a daily basis and must be button-down shirts and blue pants. T-shirts or smocks with matching pants will not be acceptable. It is expected that the reporting employee arrive at work with clean clothes and his identification badge on a daily basis. All Contractor employees, while on duty, must wear safety shoes (no sneakers).

r. The Contractor shall provide qualified personnel to perform operative and custodial functions. Personnel must be trained in the procedures of cleaning public school facilities and be familiar with classroom cleaning routines. Turnover of personnel must be limited, but in the event it is necessary on a minimal basis such replacements must be fully qualified as noted in this section.

s. No telephone calls are to be made by the reporting employee using office or classroom telephones. Emergency personal calls may be made if first authorized by the Board of Education’s personnel on site. The Board will be reimbursed by the Contractor for any personal telephone calls made by the reporting employee, using office and/or classroom telephones, which are noted on the Board’s monthly
telephone bills. The bills will be examined to verify whether any personal calls were made by the reporting employee at each school. Total personal call costs will then be deducted from the Contractor's monthly invoices for each school facility for the duration of this contract to deter personal calls being made.

t. The Board of Education reserves the right to interview all Contractor personnel employees on school facility premises and to examine all pay and personnel records pertinent to such employees, including paychecks.

_The School District further reserves the right to reject any personnel who do not meet School District standards before or after the service has been put into effect._

**SUPERVISION**

1. The Contractor shall provide daily and continuous supervision by competent and experienced people. Contractor shall establish and show evidence of an ongoing training program for supervisory and management staff.

2. The Contractor will provide a Resident Manager who will have the responsibility for the Contractor’s operation in the District.
   
   A. The Contractor will have employed the Resident Manager in a supervisory capacity for at least two previous years.
   
   B. When the Resident Manager is appointed, references from the manager’s previous district must be supplied.
   
   C. The Contractor shall provide a suitable replacement Manager in the event that the Resident Manager is absent for more than three (3) consecutive days.
   
   D. The Resident Manager will work during the hours of 3:30 pm – 11:00 pm. Resident Manager is responsible for meeting with each Director of Buildings and Grounds on a daily basis, to discuss schedules and any problems that may be occurring.
   
   E. The Resident Manager must punch in and out daily.
   
   F. The Resident Manager will meet daily with the Director of Buildings and Grounds to review schedules, identify problems, and generally coordinate services.
   
   G. The Resident Manager will complete the forms in Section A and B of this Bid Document and will submit them weekly to the Director of Buildings and Grounds for Review.
   
   H. The Board or their designee shall have input into the selection of the Resident Manager to be assigned to its facilities. The Board also retains the right to request the Contractor for replacement of a Resident Manager for whatever reason the Board deems sufficient. Upon notice of such a replacement request, the Contractor shall assign a new Resident Manager, subject to Board approval, within five working days.

3. The Resident Manager will undertake to initiate, develop and maintain a sound and cordial working relationship with all members of the Board, faculty, administration and staff throughout the District including: routine discourse as to facilities related issues, open solicitation of ideas and involvement in custodial issues as appropriate, and strong two-way communication.

4. A weekly Building Inspection report will be filed each month with the Buildings and Grounds Director (or more frequently if requested). The Resident Manager, the Director of Buildings and Grounds, or in his absence, his designee and the Building Principal will do the building inspection. The purpose of this inspection is to ensure that the buildings are maintained in a safe, clean manner. Final determination of quality and quantity of custodial service under the contract is to be made by the District.

5. The District reserves the right to conduct an inspection at any time and to call to the attention of the
Contractor any incomplete or defective work and require corrective measures is taken within a reasonable amount of time.

6. The school principal, or their designee, and/or the Director of Buildings and Grounds will maintain a daily logbook for all areas of concern between owner and contractor. The Contractor’s Resident Manager will review the log daily and provide written responses.

7. Each employee shall have at least one performance appraisal and review during the first 90 days of employment, and at least semi-annually thereafter. Copies must be made available to the Board upon request.

8. Contractor will provide additional management as needed to assist in the startup of the contract (typically lasting two months).

**WAGES**

The Board of Education believes that consistency, continuity, and training are essential to a competent custodial staff providing a clean safe environment for staff and students.

1. Minimum hourly wage to be paid, for the 2023-2024 school year, shall be $15.00, and increasing the lower of the Current “Index Rate” in effect at the time of the contract renewal from the Division of Local Government Services or 2% for every additional year of the contract. The Montclair Board of Education reserves the right to request documentation of proof that wages have been paid. If it is found that any Contractor pays their workers less than the required wage rates, the Board of Education may terminate the Contractor’s right to proceed with the work, or with that portion involved with the violation, and may carry the work to completion by other means. The Contractor and their Sureties shall be liable for any excess costs resulting for any such cost on account thereof.

2. All bidders must comply with all State and Federal laws, including but not limited to minimum staffing wages, overtime and fringe benefits for contractor’s staff, as may be required by law.

**DESCRIPTION OF FACILITIES FOR THE MONTCLAIR BOARD OF EDUCATION:**

- **Administration Building**, 22 Valley Road, Montclair (24,684 square feet)
- **Buzz Aldrin School**, 173 Bellevue Avenue, Upper Montclair (41,859 square feet)
- **Charles H. Bullock**, 55 Washington Street, Montclair NJ 07042 (84,017 square feet)
- **Edgemont School**, 20 Edgemont Road, Montclair NJ 07042 (34,057 square feet)
- **George Inness School**, 141 Park Street, Montclair (67,987 square feet)
- **Glenfield School**, 25 Maple Street, Montclair (113,693 square feet)
- **Hillside School**, 54 Orange Road, Montclair (89,823 square feet)
- **Montclair High School**, 100 Chestnut Street, Montclair (235,465 square feet)
- **Nishuane School**, 32 Cedar Street, Montclair (64,554 square feet)
- **Renaissance School**, 176 North Fullerton Avenue, Montclair (37,397 square feet)
- **Aubrey Lewis Field Complex**, Essex Avenue, Montclair (11,934 square feet)

**SERVICES**

The Contractor shall:

a. The services set forth on the specifications are for the purpose of description rather than limitations.

b. Provide the labor for all the basic cleaning and special cleaning required for all areas of the buildings.
will be required Monday through Friday. Work to be done as per Specification A and B and not limited to: Clean and polish all furniture, blackboards, whiteboards, wardrobes and cabinets; wax and polish resilient and terrazzo flooring. Include wall washing, high and low dusting and floor dressing. Remove finger marks and markings, toilet paper wads, etc. Clean carpets and remove spots. Dust shades and blinds. Wash all glass and light fixtures as per the specifications.

c. Exercise a high degree of care to prevent unauthorized removals of Board property or the transfer of supplies - arrange for return of lost articles, storage and care for tools, equipment and machines. The Contractor shall reimburse the Board for lost or pilfered articles.

d. Provide a security plan to control and determine the whereabouts and assignments of all personnel during operations.

e. Close and lock all interior doors, close all windows and turn out all lights when buildings are vacated.

f. The School District reserves the right to interview all Contractor’s personnel on school facility premises and to examine all pay and personnel records pertinent to such employees.

g. It shall be a mutual understanding that there will be school activities that will require certain areas within a building that must be cleaned first to accommodate evening activities and special events. Areas may need to be cleaned more than once in a given evening due to scheduled usage. For instance, if a classroom is scheduled for evening programming, the room may need to be cleaned after the school day (swept, garbage removed, etc.) and then require a repeat cleaning after the evening event. On the occasions when daily routine cleaning is not required due to non-use, etc., work hours shall be used for special District directives or recommended cleaning service and related work.

h. Other duties may be required under the scope of this contract to maintain the District’s buildings in a sanitary and safe manner. All duties listed plus others may be assigned are required under the scope of the bid. No additional overtime charges will be paid by the District for these regular duties.

i. Additional overtime charges will be paid only when custodial staff is required to stay past their regular hours due to a scheduled event that extends beyond normal working hours. No other additional charges will be paid by the District unless previously approved in writing by the District.

j. All cleaning completed, nightly and periodically, shall be to the satisfaction of the Director of Buildings and Grounds or his designee.

k. The Contractor must agree that the unloading and distribution of school supplies, food service supplies, school furniture and equipment and custodial activity presently provided for the school lunch program shall be part of basic contract.

l. Contractor’s employees will not disturb papers on desks, open drawers and cabinets, use telephones for personal calls, use radios, television sets, or tamper with any personal property or equipment belonging to the Board of Education, or any person or group using school premises, including, but not limited to, Board personnel, teachers and/or students.

m. Contractor’s employees will report to the Contractor’s supervisors, who, in turn, will report to the District anything out of the ordinary such as doors unlocked, plugged toilets or drains, broken fixtures, lights out, etc.

n. Disposal of all garbage and waste materials will be consistent with the District’s Recycling Program.
o. It is understood that the Contractor’s employees are there to support the school Principal and staff. As such, unscheduled needs will arise from time to time and will need to be met by the Custodial staff.

p. Contractor is responsible for supplying their employees with any kind of safety apparel, which should include, but not limited to, masks, safety boots, gloves and foul weather gear at no charge to the District.

q. The Contractor shall provide a customer satisfaction survey at least twice annually. This survey shall require input from building administrator, building staff, the District’s Director of Buildings and Grounds and the District’s Head Custodian at all facilities where the Contractor has assigned staffing. The contractor must share the results of the survey with the Building Administrator, Director of Buildings and Grounds and the Chief Operations Officer and must be responsive to the findings of the survey.

r. The Board or its designee reserves the right to conduct an inspection at any time and to call to the attention of the Contractor any incomplete or defective work and require corrective measures to be taken within a reasonable amount of time.

s. The Contractor will provide additional management as needed to assist in the start-up of the contract.

t. The Contractor must anticipate employee absences and provide the district with an adequate backup plan for loss of work time associated with terminations, sick time and vacation. It is the expectation of the Board of Education that the minimum staff levels will be maintained at all times during the school year. Therefore, an adequate supply of substitutes must be kept in order to ensure full cleaning coverage during the school year. If Contractor does not provide the district with adequate employees and the District incurs overtime, the District will deduct overtime from Contractor’s monthly invoice.

The Contractor’s employees shall be part of the overall district community and shall be expected to participate in emergency drills and to act as directed in the case of a real emergency. This may include the assignment of specific tasks or assignment to specific locations related to emergency management. Building administrators will be responsible for assigning these roles.

**MONTCALIR BOARD OF EDUCATION - PERSONNEL ASSIGNMENTS**

Contractor's Employees will be needed on a daily basis at the following schools. The estimated number of employees needed is indicated. The number of employees may vary on a daily basis. The district may request employees for the schools not listed here, on an as needed basis. The contractor will be paid the hourly rate bid for an employee. Contractor shall assign employees during the hours noted when school is in session (see Specifications A, B, and C) and to suit cleaning schedule in Specification C:

<table>
<thead>
<tr>
<th>School</th>
<th>Qty</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Building</td>
<td>(.5)</td>
<td>6:00 pm – 10:00 pm</td>
</tr>
<tr>
<td>Buzz Aldrin School</td>
<td>(3)</td>
<td>3:30 pm - 11:00 pm</td>
</tr>
<tr>
<td>Charles H. Bullock</td>
<td>(1)</td>
<td>3:30 pm - 11:00 pm</td>
</tr>
<tr>
<td>Edgemont School</td>
<td>(.5)</td>
<td>3:30 pm – 7:30 pm</td>
</tr>
<tr>
<td>Glenfield School</td>
<td>(3)</td>
<td>3:30 pm - 11:00 pm</td>
</tr>
<tr>
<td>High School</td>
<td>(7)</td>
<td>3:30 pm – 11:00 pm</td>
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<tr>
<td>George Inness</td>
<td>(2)</td>
<td>3:30 pm - 11:00 pm</td>
</tr>
</tbody>
</table>

**MONTCALIR BOARD OF EDUCATION - PERSONNEL ASSIGNMENTS - continued**
The Contractor shall furnish employees as specified to said buildings, during requested hours for the entire period of the contract. The district will only pay for boiler operator when a boiler operator is specifically requested by the district.

Time taken for lunch is included in hours assigned. Lunch may be eaten on the premises, however, only in the Custodial room. Contractor’s employees may not eat in any other part of the facility. Contractor’s employees are required to use time clocks for record keeping of attendance. Timecards are to remain in the individual school staff is assigned to. Montclair Board of Education employees will pick up timecards from the assigned school to be delivered to the Director of Buildings & Grounds for record keeping.

Failure to clean the entire area will result in a back charge to the contractor for the costs incurred by the Board of Education. This back charge will be deducted from the monthly payment to the contractor. The school calendar applicable and as listed shall be applied with exception that all days are whole, no partial hours.

The Contractor must anticipate employee absences and provide the district with an adequate backup plan for loss of work time associated with terminations, sick time, and vacation. It is the expectation of the Board of Education that the minimum staff levels will be always maintained during the school year. Therefore, an adequate supply of substitutes must be kept in order to ensure full cleaning coverage during the school year.

**TRAINING**
The Contractor shall provide qualified personnel to perform custodial duties, plus training to keep them up to date in custodial work. The Contractor shall be responsible for instructing his employees in safety measures to ensure compliance with OSHA requirements and general safety practices, Right to Know and AHERA, operations and maintenance. The Bidder shall also be responsible for instructing employees in safety measures to ensure compliance with the above state requirements and general safety practices.

**INSPECTION TIME LOG**
Contractor's supervisor will have a “Daily Cleaning Log Sheet” filled out nightly and turned in weekly (copy A and B attached).

**EVALUATIONS**
A quarterly written evaluation is made jointly with school district staff and the Contractor for submittal to District administration.

**ADDITIONAL STAFFING**
Any additional services required beyond the base bid during the period of the contract will be subject to approval of the Director of Buildings and Grounds. This permission must be asked for and given in writing. Cost for additional staffing will be billed at the Straight Time/Hour on the Bid Tabulation Sheet.

**INSPECTIONS AND INCOMPLETE WORK**
1) Inspections will be conducted by the Director of Buildings and Grounds or his designee.
2) Contractor must provide a representative to meet with the school staff daily at the beginning and end of the shift.
3) The Director of Buildings and Grounds reserves the right to call to the attention of the Contractor any incomplete or defective work and require necessary corrective measures to be taken immediately.
4) Contractor must tour the buildings completely every night and complete an inspection sheet, to be reviewed by the Principal and Director of Buildings and Grounds or his designee.

CLEAN UP
a. All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each day in lockers or other areas provided for this purpose.

b. Clothes, mops, or brushes containing a residue of wax or other combustible material subject to spontaneous ignition shall be disposed of or stored outside the building in tight metal containers.

c. All dirt and debris resulting from work under this contract, as well as waste solids from vacuum cleaners, shall be disposed of at the completion of work by placing in suitable garbage disposable bags and deposited in the commercial disposal dumpster provided by the. Daily waste solids from the mop pails shall be emptied into the slop sink located in each custodial closet or as otherwise directed.

EQUIPMENT
All existing equipment such as vacuums, floor machines, buffing machines, mops, and hand tools as listed will be made available by the Board of Education. The Resident Manager must make sure that the Contractor’s personnel are properly using and maintaining this equipment. Contractor’s employees must clean out vacuum bags every other day. The repair or replacement of this equipment during the contract term will also be provided by the Board of Education. All rights of ownership will remain with the Board of Education.

SUPPLIES
Personal items, such as toilet tissues, paper towels, hand soaps, and sanitary pads, will be furnished by the Board of Education, along with custodial supplies consisting of shampoo, disinfection chemicals, floor finishes, light bulbs, fluorescent bulbs, incandescent bulbs, trash liners and other related supplies. The Montclair Board of Education Head Custodian or Night Custodian will furnish all supplies to the Contractor’s employees and the Board employee will fill out a daily log as to what was given to the Contractor’s employees and kept on file.

LIGHTS
a. Only those lights necessary for cleaning in those areas where employees are working will be used. All other lights will be turned off.

b. All lights will be turned off in those areas, which have been cleaned with the exception of night security lights, or other lights directed to be left on by the Board of Education.

KINDERGARTEN AND SPECIAL EDUCATION CLASSROOMS:

a. Follow usual classroom cleaning procedures. In addition, Kindergarten and Special Education classrooms are to be thoroughly cleaned nightly with detergent disinfectant to include washing of student desks, tables, and chairs.
## WEEKLY CLEANING CHECKLIST

<table>
<thead>
<tr>
<th>CLASSROOMS</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
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</thead>
<tbody>
<tr>
<td>Did you clean desk tops and table tops?</td>
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<tr>
<td>Did you do an Air Purifier check?</td>
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<td>Did you spot clean windows and white boards?</td>
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<tr>
<td>Did you spot clean pencil marks and graffiti?</td>
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<tr>
<td>Did you clean non porous surfaces?</td>
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<tr>
<td>Did you mop the floors?</td>
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<tr>
<td>Did you empty trash?</td>
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<tr>
<td>Did you refill the sanitizer dispenser if needed?</td>
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<tr>
<td>Did you scrape up any item stuck to floors with putty knife?</td>
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<tr>
<td>Did you disinfect touch points?</td>
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<tr>
<td>Hand Rails</td>
<td>Yes</td>
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<tr>
<td>Light Switches</td>
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<td>Table Tops</td>
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<tr>
<td>Chairs</td>
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<table>
<thead>
<tr>
<th>HALLWAYS</th>
<th>LOBBY</th>
<th>ENTRANCE</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
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</thead>
<tbody>
<tr>
<td>Did you dust mop hallways?</td>
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<td>Did you dust lockers &amp; radiator covers?</td>
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<td>Did you vacuum entrance mats?</td>
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<td>Did you spot clean graffiti?</td>
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<tr>
<td>Did you clean glass and mirrors?</td>
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<tr>
<td>Did you mop hallway floors?</td>
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<tr>
<td>Did you refill the hand sanitizer dispenser if needed?</td>
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<td>Did you disinfect touch points?</td>
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<td>Hand Rails</td>
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<td>Light Switches</td>
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<td>Table Tops</td>
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<thead>
<tr>
<th>RESTROOMS</th>
<th>LOCKER ROOMS</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Did you clean sinks, toilets and shower areas?</td>
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<tr>
<td>Did you clean glass and mirrors?</td>
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<tr>
<td>Did you spot clean graffiti?</td>
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<tr>
<td>Did you refill hand soap dispenser if needed?</td>
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<td>Sinks</td>
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<td>Toilets</td>
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<tr>
<td>Shower Areas</td>
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<tr>
<td>Floors</td>
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| DAILY CUSTODIAL CLEANING LOG |

<table>
<thead>
<tr>
<th>Day</th>
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</thead>
<tbody>
<tr>
<td>Monday</td>
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<td>Tuesday</td>
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<td>Wednesday</td>
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<tr>
<td>Thursday</td>
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<td>Friday</td>
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### SALONES DE CLASES

<table>
<thead>
<tr>
<th></th>
<th>Lunes</th>
<th>Martes</th>
<th>Miércoles</th>
<th>Jueves</th>
<th>Viernes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limpio usted los escritorios y sobres de mesas?</td>
<td></td>
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<td></td>
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<tr>
<td>Verifico usted los purificadores de aire?</td>
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<tr>
<td>Limpio usted las ventanas y tableros blancos?</td>
<td></td>
<td></td>
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<tr>
<td>Limpio usted marcas de lápices y marcas de grafiti?</td>
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<tr>
<td>Limpio usted las superficies no porosas?</td>
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<tr>
<td>Trapeo usted los pisos?</td>
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<tr>
<td>Boto usted la basura?</td>
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</tr>
<tr>
<td>Relleno usted los dispensadores de desinfectante de ser necesario?</td>
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</tr>
<tr>
<td>Removio usted con espátula materiales pegados a los pisos?</td>
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<tr>
<td>Desinfecto usted puntos de alcance?</td>
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</table>

*Maniguetas de puertas, pasa manos, interruptores de luz, sobres de mesas, sillas.*

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### PASILLOS | VESTÍBULO | ENTRADA

<table>
<thead>
<tr>
<th></th>
<th>Lunes</th>
<th>Martes</th>
<th>Miércoles</th>
<th>Jueves</th>
<th>Viernes</th>
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</thead>
<tbody>
<tr>
<td>Trapeo usted los pasillos?</td>
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</tr>
<tr>
<td>Sacudió usted los casilleros y tapas de radiadores?</td>
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<tr>
<td>Aspiro usted los tapetes de entrada?</td>
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<tr>
<td>Limpio usted puntos de grafiti?</td>
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<tr>
<td>Limpio usted los espejos y vidrios?</td>
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<tr>
<td>Trapeo usted los pisos de pasillos?</td>
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<tr>
<td>Relleno usted los dispensadores de desinfectante de ser necesario?</td>
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<tr>
<td>Desinfecto usted puntos de alcance?</td>
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</tbody>
</table>

*Maniguetas de puertas, pasa manos, interruptores de luz, sobres de mesas, sillas.*

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### BANOS | VISITORES

<table>
<thead>
<tr>
<th></th>
<th>Lunes</th>
<th>Martes</th>
<th>Miércoles</th>
<th>Jueves</th>
<th>Viernes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limpio usted lavamanos, inodoros y duchas?</td>
<td></td>
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<tr>
<td>Limpio usted los espejos y vidrios?</td>
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<tr>
<td>Limpio usted puntos de grafiti?</td>
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<tr>
<td>Relleno usted los dispensadores de desinfectante de ser necesario?</td>
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<tr>
<td>Desinfecto usted puntos de alcance?</td>
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</tbody>
</table>

*Maniguetas de puertas, pasa manos, interruptores de luz, sobres de mesas, sillas.*
SPECIFICATIONS B
MONTHLY AND ANNUALLY

1. **Floor Refinishing**
   Floors are to be machine scrubbed (topcoat only) and a thin coat of floor finish applied monthly. Full strip will be done in the summer months. During school holidays and after inclement weather use a floor machine equipped with a buffing brush or pad, spray buff resilient tile and terrazzo floors. After buffing, dust mop the floor as necessary.

2. **Carpet Shampooing and Extracting**
   First impression, heavy traffic, and main walkway twice monthly. All other areas six (6) times yearly.

3. **Damp wipe and polish all furniture monthly.**

4. **Walls, locker exteriors and waste receptacles**
   Thoroughly wash all walls, locker exteriors, and insides of waste receptacles four (4) times yearly.

5. **Venetian blinds**
   Wash Venetian blinds once yearly.

6. **Upholstered furniture**
   Vacuum six (6) times yearly. Shampoo upholstered furniture once yearly.

7. **Library**
   Damp wipe library, shelves, and cupboards twice yearly.

8. **Exterior Windows**
   Wash both sides of exterior windows twice yearly.

9. **Shower and Locker Room Area**
   Concrete ceilings should be cleaned twice annually for mold and mildew with a tub and shower cleaner.

10. **Diffusers**
    Clean and wash diffusers twice yearly.

11. **Wash all interior windows – monthly** (interior windows – not interior side of exterior windows).

12. **Door Frames and light switches – monthly.**

13. **Wash interior window ledges – monthly.**
## ANNUAL AND SEMI-ANNUAL CLEANING SIGN-OFF LIST (SPECIFICATIONS 'C')

### TASK TO BE DONE

<table>
<thead>
<tr>
<th>School ____________________</th>
<th>*Room_____________ AND/OR Location __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task</strong></td>
<td><strong>Completed By</strong></td>
</tr>
<tr>
<td>Remove &amp; clean or replace Univent filter</td>
<td></td>
</tr>
<tr>
<td>Clean, Oil &amp; service operational Univent Parts</td>
<td></td>
</tr>
<tr>
<td>(shared with Boiler Operator who is in charge of this)</td>
<td></td>
</tr>
<tr>
<td>Test run univent to insure proper working condition</td>
<td></td>
</tr>
<tr>
<td>HV Wash (grilles, etc.)</td>
<td></td>
</tr>
<tr>
<td>Light fixtures &amp; replace tubes/lamps</td>
<td></td>
</tr>
<tr>
<td>Walls, cabinets &amp; Casework</td>
<td></td>
</tr>
<tr>
<td>Chalkboards with mild acid solution (be careful)</td>
<td></td>
</tr>
<tr>
<td>Windows (interior/exterior)</td>
<td></td>
</tr>
<tr>
<td>Window frames</td>
<td></td>
</tr>
<tr>
<td>Clean/repair (Venetian blinds) (shades)</td>
<td></td>
</tr>
<tr>
<td>Desks &amp; chairs</td>
<td></td>
</tr>
<tr>
<td>Floors, strip/scrub (no dry scrubbing)</td>
<td></td>
</tr>
<tr>
<td>Tile sealer first coat</td>
<td></td>
</tr>
<tr>
<td>Tile finish first coat</td>
<td></td>
</tr>
<tr>
<td>Tile finish second coat</td>
<td></td>
</tr>
<tr>
<td>Buff polish floors (if required)</td>
<td></td>
</tr>
<tr>
<td>Door windows cleaned (interior/exterior)</td>
<td></td>
</tr>
<tr>
<td>Vacuum/shampoo carpet</td>
<td></td>
</tr>
<tr>
<td>Sand screen wood floor (gym, stage, shops, etc.)</td>
<td></td>
</tr>
<tr>
<td>Apply gym seal first coat</td>
<td></td>
</tr>
<tr>
<td>Apply gym finish second coat</td>
<td></td>
</tr>
<tr>
<td>Lockers cleaned</td>
<td></td>
</tr>
</tbody>
</table>

**Approved by Director of Buildings & Grounds**

**Inspected by Contractor/Date**

**General Notes**

1. All areas require a posting of this form: corridors, classrooms, storage rooms, and stairwells.
2. Toilet, sinks, commodes, and lavatories should be cleaned in summer occupied areas.
3. Contact Director of Buildings & Grounds for advice if necessary.
4. Use goggles when on overhead work.

**After completion, submit completed forms to Director of Buildings & Grounds.**
SPECIFICATIONS D
MISCELLANEOUS RESPONSIBILITIES

It is understood that the Contractor’s Employees are there to support the school principal and staff. As such, unscheduled needs will arise from time to time, and will need to be met by the Contractor’s Employees. Normally recurring miscellaneous duties include:

- Flag raising and lowering
- Securing of facility
- Furniture moving
- Light bulb changing
- Set-ups for meetings and graduations
- Assisting in receiving of supplies
- Lawn Care: debris removal and leaf raking
- Graffiti removal - interior
- Reporting safety hazards
- Scheduling work around evening activities, if applicable
- Other Duties as specified by the Principal

**Relationship with Teachers**
Members of the custodial and maintenance staff shall deal with teachers and the Public in a friendly and cooperative manner. Teachers' requests for special custodial or maintenance services shall be directed to the principal of the school.

**Relationship with Pupils**
Personnel will have occasion for some relationship with pupils. These relations should be on a friendly and dignified plane. Contacts with pupils are not encouraged and should normally be referred to the Board of Education Custodians on duty.

**Procedure for Snow Removal**
Snow removal is primarily the responsibility of the building custodians under the direction of the Head Custodian. Snow removal is normally started as soon as possible after a snowfall.

1. Custodians will remove all snow (sidewalks, walks to building, and entrance ways). When the snow is more than four inches deep, maintenance department equipment will be used to help with snow removal from driveways and parking lots. Custodians will clear walks to the building and the entranceways first. Then the custodians will start clearing sidewalks and continue until the sidewalks are clear.

2. If supplementary assistance is needed, the contractor shall provide employees on the rate based on the unit bid price per hour.

3. Contractor will be paid for snow removal (see form of bid) only when their employees are called in before or after their working hours. During their shift (7 hour or 4-hour shift) contractor employees may be required for snow detail, at no additional cost to the Board.

**Daily Outside Policing**
1. Empty waste receptacles and replace plastic liners.
2. Keep walkways clear of debris.
3. Remove obvious debris from grounds, athletic areas, and parking areas.
4. Pick up all garbage around school and in parking lots.
5. Immediately remove all graffiti. If it cannot be removed by cleaner, notify Head Custodian.
MONTCLAIR PUBLIC SCHOOLS

PROPOSED Schedule 2023-2024

The following holidays will be observed by contracted personnel and, therefore, the buildings will be closed: New Year’s Day, Martin Luther King Day, Presidents’ Day, Good Friday, Eid al-Fitr, Memorial Day (Friday and Monday), Juneteenth, Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, NJEA Conference (2 days), Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve.

Note: Adjustment of given dates may occur

In the event that any of the buildings is temporarily closed due to unforeseen or environmental issues, Contractor shall assign staff to another building as requested by the Montclair Board of Education.
FORM OF BID
MONTCLAIR BOARD OF EDUCATION

The undersigned declare(s) that he/she has examined the specifications and other contract documents, as well as the premises and all laws, ordinances and regulations governing the work, and the propose(s) to provide all materials, labor, transportation and equipment and to perform all work described in the specifications.

2023-2024 SCHOOL YEAR

<table>
<thead>
<tr>
<th>Personnel, unit cost per hour</th>
<th>Straight Time/Hour</th>
<th>MBOE Estimated Hours</th>
<th>MBOE Estimated Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian</td>
<td>$</td>
<td>* 34,160</td>
<td>$</td>
</tr>
<tr>
<td>Resident Manager</td>
<td>$</td>
<td>1,708</td>
<td>$</td>
</tr>
</tbody>
</table>

**Estimated Total Cost $**

*244 Days x 20 Staff x 7 hours and
*244 Days x 5 Staff x 4 hours

**Note: the above estimated total cost is for bonding purposes and bid award.

Additional Services, If Required:
From time to time the District may require additional hours to be worked.

Hourly Rates:
- Boiler Operator $________________________ per hour
- Snow Removal (before or after shift) $________________________ per hour
- Holidays and Weekends $________________________ per hour
- Community Functions/Extra Curricular Activities $________________________ per hour

2024-2025 SCHOOL YEAR

<table>
<thead>
<tr>
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Montclair Board of Education:
The minimum term of this contract is July 1, 2023 or within 30 days after award to June 30, 2024. If the Board of Education determines that the lowest price is for a two-year period then the Board of Education reserves the right to award the contract for the term of July 1, 2023 or within 30 days of award to June 30, 2025. If the Board of Education also determines that the Services are being performed in an effective and efficient manner the Board of Education may extend this contract for up to two one-year or one two-year periods. In order to extend the contract, the Board of Education must approve a resolution and the terms and conditions of the contract must remain substantially the same.

The Montclair Board of Education reserves the right to accept or reject any and all bids and make awards to suit their budget and increase or decrease quantities. **ALL INVOICES MUST BE SUBMITTED MONTHLY WITH ATTACHED FORMS, SIGNED BY THE CONTRACTOR’S SUPERVISOR AND DIRECTOR OF BUILDINGS & GROUNDS.**

NAME OF COMPANY OR CONTRACTOR

SIGNATURE OF AUTHORIZED PERSON

ADDRESS (CITY, STATE, ZIP) TELEPHONE NO. DATE

Bid 01-24 Custodial Cleaning Services
To All Bidders:

REMINDER!

Did you sign all of the bid documents?

All bid documents returned to the Board shall be signed with original signatures. Please try to use blue ink.

The Board will not accept facsimiles, rubber stamps, electronic or digital signatures.

Failure to sign all bid documents may be cause for disqualification and rejection of the bid.

Christina Hunt, QPA, CEFM
School Business Administrator/Board Secretary