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# REQUEST FOR PROPOSALS

*For*

## JANITORIAL SERVICES

Contract No. PW1101

ISSUE DATE: Tuesday, July 19, 2011

**MANDATORY SITE VISIT**  
**Thursday, August 4, 2011 at 10:00 AM Eastern Time**

**PROPOSAL DUE DATE: Thursday, August 18, 2011 by 5:00 PM Eastern Time**

*At the*

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY**

PREPARED BY

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY  
ONE WEST STATE STREET  
PO BOX 991  
TRENTON, NEW JERSEY 08625-0991

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**REQUEST FOR PROPOSALS  
FOR  
JANITORIAL SERVICES**

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**INTRODUCTION**

The New Jersey Schools Development Authority ("NJSDA") is seeking to engage the services of a Firm to provide cleaning services to the NJSDA's Main Office located at 1 West State Street, Trenton, NJ 08625.

The term of this engagement shall be for two (2) years. The Contract term may be extended for one (1) additional year, at the sole option of the Authority.

**A mandatory site visit will be held on Thursday, August 4, 2011 at 10:00 AM** at the NJSDA Main Office, 1 West State Street, Trenton, NJ 08625. All firms wishing to submit a proposal must attend the mandatory site visit. Questions and/or concerns relating to the RFP may be submitted via email to [djohnson@njsda.gov](mailto:djohnson@njsda.gov) by **5:00 p.m. on Friday August 5, 2011**.

**In the event that the NJSDA determines, at its sole discretion, that additional site visits need to be held in order to increase the pool of bidders, it shall schedule subsequent site visits.**

**Responses to this RFP must be received by the NJSDA Main Office by 5:00 p.m. on Thursday, August 18, 2011.**

These documents must be read in their entirety as they define the scope of services and responsibilities of the Firm and the NJSDA. A firm wishing to submit a Proposal for Janitorial Services must review and be thoroughly familiar with all terms and conditions of these documents.

Upon award, the NJSDA shall forward the Agreement for Janitorial Services (the "Agreement") to the selected firm for immediate execution, **without modification**.

This REQUEST FOR PROPOSALS PACKAGE consists of the following items:

1. Request for Proposals
2. Attachment A: Janitorial Services Agreement
3. Attachment B: Fee Proposal Form
4. Attachment C: Moral Integrity Questionnaire

**BACKGROUND**

**Scope of Services**

The services required of the Firm pursuant to this RFP are set forth in the Scope of Services attached as Appendix B to the Agreement, Attachment A to RFP.

**Other Requirements of the Firm**

- (a) **No NJSDA Prequalification**

There is no standard NJSDA pre-qualification requirement applicable to this engagement. Firms must demonstrate experience and qualifications as more fully described in below.

**(b) Prevailing Wage Requirement**

All successful bidders will be required to comply with the New Jersey Building Services Contracts Act, NJSA 34:11-56.58, et. seq., as well as regulations promulgated pursuant to NJSA 34:11-56.69, which are located at NJAC 12:64-1.1, et. seq. The Building Services Contracts Act requires that any contractor furnishing building services for property owned or leased by the State pay not less than prevailing wages for such services, as established by the New Jersey Department of Labor, unless wages less than the prevailing wage are authorized pursuant to NJSA 34:11-56.70.

Pursuant to NJAC 12:64-2.1(3), workers are entitled to annual adjustments corresponding with changes in the prevailing wage.

Pursuant to NJAC 12:64-2.1(4), if any worker employed by a contractor to furnish building services under this contract has been paid less than prevailing wage, the State Treasurer may terminate the contract. Under such circumstances, the contractor and its sureties may be liable for fines and penalties, as well as any excess costs occasioned by the termination.

In accordance with the Building Services Contracts Act, the NJSDA has obtained the prevailing wage rate from the New Jersey Department of Labor in effect for building services at the time of issuance of the bid documents.

As there is a period of time between bid document issuance and the time of contract award, it is the successful bidder's responsibility to confirm with the New Jersey Department of Labor the prevailing wage rates for building services in effect at the time of contract award to ensure compliance with the Building Services Contracts Act. The NJSDA bears no responsibility for changes in wage rates. [http://lwd.dol.state.nj.us/labor/forms\\_pdfs/lssc/mercercer.pdf](http://lwd.dol.state.nj.us/labor/forms_pdfs/lssc/mercercer.pdf)

**(c) Business Registration –**

Pursuant to N.J.S.A. 52:32-44, as amended by P.L. 2004, c. 57, each proposing Firm must provide proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury (the "Division of Revenue") in its Proposal.

Firms may obtain New Jersey Business Registration assistance by going on-line to <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml> or by calling the New Jersey Department of Treasury at (609) 292-1730. Please be advised, however, that business registrations are mailed generally within seven to ten days, so Firms should plan accordingly.

**(d) Political Contributions –**

P.L. 2005, c. 51 amended and supplemented N.J.S.A. 19:44A-20.1 *et seq.*, and superseded Executive Order 134 (2004), addresses the effect of political contributions on State contracting. Accordingly, a selected Firm will be required to respond in a timely fashion to certification and disclosure requirements that will be stated in the Notice of Award issued by the NJSDA. Additionally, Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"),

which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

**Requirements for Selected Firm.** The Firm shall receive a notice of award that will, among other things, notify the Firm that it must submit a Certification and Disclosure of Political Contributions form and Business Entity Disclosure form as provided by NJSDA. Failure to submit these forms in a timely fashion shall be cause for rejection of the Firm.

**Firm's Continuing Obligation to Comply with P.L. 2005, c. 51.** The Firm shall be required on a continuing basis to disclose and report to NJSDA any contributions made during the contract term by the Business Entity on forms provided by NJSDA, at the time it makes the contribution.

**(e) Political Contributions Disclosure -**

Firms are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC"), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3), in the event they receive contracts in excess of \$50,000 from a public entity in a calendar year. It is a Firm's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**(f) Anti-Discrimination Requirements -**

In addition, the Firm shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:5-1 et seq. and all rules and regulations issued there under, including N.J.A.C. 17:27-1 et seq. **Accordingly, a firm shall be required to submit to NJSDA, with its executed agreement, one of the following three documents:**

- (1) appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;
- (2) a certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- (3) an initial employee information report (Form AA302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

**(g) Insurance and Indemnification -**

A successful Firm shall be required to provide evidence of the insurance coverages required in Section 5.1 of the Agreement, Attachment A to this RFP, at the time of execution of the Agreement. **This is a pre-award requirement. Do not submit with Technical Proposal.**

## INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL

Firms responding to the RFP shall thoroughly familiarize themselves with the RFP to ensure responsiveness in their submission. The submission is to consist of the following:

1. Firm Janitorial Experience
2. Organization Chart
3. Approach to Providing Scope of Services
4. Moral Integrity Questionnaire
5. Business Registration

The Firm's Proposal must be organized and presented in the foregoing order and must not exceed forty (40) one-sided 8.5" X 11" pages. Organizational charts, staffing structure, and schedules may be on larger paper. The following items will not count toward the page limit: resumes, required forms, section dividers, and catalogs. Each Proposal will be ranked using the Evaluation Criteria listed in this RFP, with information contained in a Proposal verified as may be necessary.

**Proposal Package Mailing Instructions.** The Firm must submit one (1) unbound original and three (3) bound copies of a Technical Proposal, one (1) original of the corresponding Fee Proposal (in a separate envelope, which is sealed and then placed in the same package with the Technical Proposal), and one (1) original, completed Moral Integrity Questionnaire (in a sealed envelope separate from the package containing the Technical and Fee Proposals). **Proposal Packages** must be received by the NJSDA no later than **5:00 PM on Thursday, August 18, 2011**, as follows:

**If submitting by hand or overnight delivery, at the:**

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY**  
1 West State Street – 1st Floor  
Trenton, New Jersey 08625-0991  
**Attention: Daryl Johnson, Division of Procurement**  
**Subject: Janitorial Services Proposal PW1101**

**If submitting by U.S. Mail, address packages to:**

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY**  
P.O. Box 991  
Trenton, New Jersey 08625-0991  
**Attention: Daryl Johnson, Division of Procurement**  
**Subject: Janitorial Services Proposal PW1101**

**Submissions received after the date and time indicated on the RFP cover sheet will not be considered. Faxed and e-mailed proposals will not be accepted.**

The items that must be addressed in the Technical Proposal that must be submitted are further described below.

### Firm Janitorial Experience

Firm janitorial experience shall be assessed through a brief summary of the firm's general relevant experience through **(a) a brief summary experience, and (b) three specific required case studies**. The case studies must address examples of the proposing firm's past provision of services of the type and scale outlined in the Scope of Services. Thus, the case studies must concisely set forth the basic background information (e.g., dates and location), the scope of services provided, and results of said engagement. **Case studies may be based on contracts with public or private sector clients**. The case studies must describe the effectiveness of the firm, and the methodology used to measure such effectiveness. The firm must identify the name and address of the contracting entity and the name, title and telephone number of a contact person associated with the contracting entity who is familiar with and able to comment on the firm's performance on each project. The experience summary must be 500 words or less; the narrative for each case study 1,000 words or less.

### Organization Chart

The organization chart must include all of the proposed Key Team Members, their titles for the engagement and the firm they represent. In the event the proposing firm is a "joint venture," the proposing firm must indicate from which participating firm each Key Team Member originates. For the purpose of this engagement, a "Key Team Member" is a principal, partner or officer of the firm, project executive, project manager, etc.

### Approach to Providing the Required Scope of Services

Firms must explain in detail their specific approach to providing **each** of the Services specifically required in the Scope of Services.

### Moral Integrity Questionnaire

At the same time as a Proposal is submitted, the Firm **must** also submit to NJSDA one (1) original (and no copies) of a completed Moral Integrity Questionnaire for submission to the New Jersey State Police, in the form attached as Attachment C to this RFP. NJSDA will hold all submitted Questionnaires, unopened, until after all Firms have been ranked, unless special circumstances warrant otherwise. Thereafter, NJSDA staff will forward the Questionnaires of the top-ranked Firms to the New Jersey State Police for review. **Moral Integrity approval is a prerequisite to engagement of the Firm.**

### Business Registration

Pursuant to N.J.S.A. 52:32-44, as amended by P.L. 2004, c. 57, each proposing Firm must provide proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury (the "Division of Revenue"), in its Proposal.

Firms may obtain New Jersey Business Registration assistance by going on-line to <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml> or by calling the New Jersey

Department of Treasury at (609) 292-9292. Please be advised, however, that business registrations are mailed generally within seven to ten days, so Firms should plan accordingly.

### **INSTRUCTIONS FOR SUBMITTING A FEE PROPOSAL**

The firm must submit its Fee Proposal based on a lump sum amount for this Contract.

The Fee Proposal Form is included in Attachment B to this RFP. Firms should submit a lump sum amount for the term, including the initial two (2) year term and potential one (1) year extension.

Please note that the lump sum amount shall include all costs the Firm intends to recoup through compensation under the Agreement, including, but not necessarily limited to, the following: equipment, supplies, employee base salary and vacation, holiday, other leave pay, social security contributions, unemployment taxes, workers' compensation, travel expenses, and any other fringe benefits, payroll burden, and per diem, as well as an appropriately proportionate amount of company overhead and profit.

### **SELECTION PROCEDURES**

Each Proposal will be reviewed to determine responsiveness. Non-responsive Proposals will be rejected without evaluation. Responsive Proposals will be evaluated by a Selection Committee ("Committee") established for this purpose. Evaluations of the Proposals will be made based upon the information provided by the Firm in response to this RFP, and any necessary verification thereof. The Selection Committee members will independently score each Firm's Proposal in accordance with the following evaluation criteria:

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
Firm Janitorial Experience:	
Case Study 1	25
Case Study 2	25
Case Study 3	25
Approach to Providing the Scope of Services	25
<b>TOTAL:</b>	<b>100</b>

The Selection Committee will consist of three (3) NJSDA staff members. Firms will receive a technical score and/or ranking based on the above-described evaluation process, except that, at its sole option, the NJSDA may conduct interviews. Following the interviews, if any, the final technical scores and/or rankings shall be determined, based on the evaluation criteria.

Following the final technical ranking, the Fee Proposals will be opened and reviewed by the NJSDA. Using the Fee Proposals as a guideline, the NJSDA may negotiate compensation that

the NJSDA determines to be fair and reasonable.

Notwithstanding anything to the contrary in the above, the NJSDA has no obligation to make an award and reserves the right to waive any non-material defects, reject all Proposals for any reason and terminate the selection process at any time.

Any Firm attempting to contact government officials (elected or appointed), including NJSDA Board members and NJSDA Staff, in an effort to influence the selection process may be immediately disqualified.



**ATTACHMENT A**

**JANITORIAL SERVICES AGREEMENT**

*{See attached sheets}*

Attachment A

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***AGREEMENT***

*Between the*

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY**

*And the*

**CONTRACTOR**

*For*

**JANITORIAL SERVICES**

**CONTRACT NO.: PW1101**

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THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011, (the "Effective Date") between the New Jersey Schools Development Authority (the "Authority") and \_\_\_\_\_, ("Contractor"), with a principal office location at \_\_\_\_\_.

WITNESSETH that Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to do and perform all of the Services to be performed in accomplishing this Agreement for the Project identified as

Contract Number: PW1101

Project Name: Janitorial Services

in strict and entire conformity with the Terms and Conditions of this Agreement and all Appendices and Attachments hereto and all other documents comprising this Agreement, all of which are hereby made part of this Agreement as fully and with the same effect as if the same had been set forth at length in the body of this Agreement.

Provided that Contractor strictly and completely performs all of the Services specified and all other obligations set forth in this Agreement, and subject only to such increases or decreases as are effectuated by Amendments to the Agreement as provided by the Agreement the Contractor shall receive compensation as set forth in Appendix C of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement:

**CONTRACTOR**

**NEW JERSEY SCHOOLS  
DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
By:  
Title:

Sworn and subscribed to before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name of Affiant

Notary Public of

My commission expires: \_\_\_\_\_, 20\_\_.

Reviewed and Approved

By: \_\_\_\_\_  
Name:

## TABLE OF CONTENTS

	<u>Page</u>
1.0 Definitions	1
2.0 Responsibilities of the Contractor	5
2.1 General	5
2.2 Final Release	8
3.0 Compensation	8
3.1 General Provisions	8
3.2 Invoices	9
3.3 Withholding Payment	10
4.0 Term	10
5.0 General Covenants	10
5.1 Janitorial Service Surety Bond	10
5.2 Insurance	10
5.3 Ownership of Documents	13
5.4 Copyrights and Patents	13
5.5 Confidentiality	14
5.6 Contractual Relationship	14
5.7 Assignment	15
5.8 Mergers and Acquisitions	15
5.9 Mandatory Compliance With Law	16
5.11 Affirmative Action and Non-Discrimination	16
5.12 Anti-collusion	17
5.13 Conflict of Interest	18
5.14 Indemnification	19
6.0 Termination and Suspension	20
6.1 Termination for Convenience of the Authority	20
6.2 Termination for Cause	20
6.3 Suspension for Convenience of the Authority	21
6.4 Authority's Right to Carry Out the Services	22
6.5 Unacceptable Services	22
7.0 Claims	22
8.0 Representations	24

9.0	Authority's Rights and Responsibilities	24
9.1	Authority's Rights	24
9.2	Authority's Responsibilities	25
10.0	Miscellaneous	25
10.1	Notices	25
10.2	Incorporation by Reference	25
10.3	Conflict in Terms	26
10.4	No Waiver of Warranties or Legal/Equitable Remedies	26
10.5	Procedural Requirements	26
10.6	Governing Law	26
10.7	Time of the Essence	26
10.8	Entire Agreement and Amendments	26
10.9	Severability	26
10.10	Waiver of Breach	26
10.11	Execution in Counterparts	26
10.12	Office of Fiscal Integrity	27
10.13	Entry Clearance	27

<b>APPENDIX A:</b>	Special Conditions
<b>APPENDIX B:</b>	Scope of Services
<b>APPENDIX C:</b>	Compensation – Fee Proposal
<b>APPENDIX D:</b>	Disclosure Consent & Integrity Affidavit
<b>APPENDIX E:</b>	Insurance Certificate(s)
<b>APPENDIX F:</b>	Other Documentation

## 1.0 DEFINITIONS

The terms set forth in this Agreement shall have the meanings ascribed to them for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

- 1.1 **“Additional Services”** means Services to be performed by the Contractor which are in addition to the Scope of Services, which Additional Services shall be described and compensated as set forth in an Amendment.
- 1.2 **“Agreement”** means this agreement (and all appendices) between the Authority and the Contractor for the provision of Services, as such agreement may be amended from time to time in accordance with the provisions hereof.
- 1.3 **“Amendment”** means an amendment to this Agreement executed by the Authority and the Contractor.
- 1.4 **“Authority”**, “New Jersey Schools Development Authority”, or “NJSDA” means the public body corporate and politic established in, but not of, the Department of Treasury pursuant to P.L. 2007, c. 137, for the purpose of implementing provisions of the Educational Facilities Financing and Construction Act, N.J.S.A. 18A:17G-1 et seq. The Authority is the Party that has engaged the Contractor pursuant to the Contract.
- 1.5 **“Claim”** means a claim, demand or assertion by one of the Parties to this Agreement, seeking, as a matter of right, adjustment or interpretation of Contractual Documents, payment of money, extension of time or other relief with respect to the terms of the Contractual Documents and shall also mean other disputes and matters in question between the Parties arising out of or relating to the Contractual Documents. This definition shall not apply to the term “Claim” as used in the Scope of Services.
- 1.6 **“Contractor”** means the firm engaged by the Authority under this Agreement to provide Services to the Authority.
- 1.7 **“Contractor Client Manager”** means that person designated by the Contractor to serve as its representative during the Term.
- 1.8 **“Contractor Performance Evaluation Policy and Procedure”** means the Authority’s policies and procedures for evaluating the performance of a Contractor.
- 1.9 **“Contractual Documents”** means all documents setting forth the obligations and responsibilities of the Contractor and the Authority that includes, but is not limited to, the Request for Proposals, the Technical Proposal, this Agreement, the Scope of Services, any Amendments and addenda.
- 1.10 **“Day”** means calendar Day.
- 1.11 **“Deliverables”** means, among other things, services or any other thing the delivery of which, however accomplished, is required of the Contractor, explicitly or implicitly, by the Contractual Documents.
- 1.12 **“DOE”** means the New Jersey Department of Education.

- 1.13 **“Effective Date”** means the date upon which this Agreement has been fully executed by all Parties, as indicated above.
- 1.14 **“Fee Proposal”** means the fee proposal submitted by the Contractor in response to the RFP.
- 1.15 **“Fiscal Year”** means the fiscal year of the Authority, which commences on January 1 of each year and ends on December 31 of the same year.
- 1.16 **“Janitorial Services”** means the services required to be performed by the Contractor pursuant to the Contractual Documents, and includes all other labor, materials and equipment provided or to be provided to fulfill such obligations.
- 1.17 **“Notice to Proceed”** means a form of notice issued by the Authority to the Contractor directing the Contractor to commence performing its responsibilities pursuant to this Agreement.
- 1.18 **“Office of Fiscal Integrity” or “State Police”** means the New Jersey State Police or such other designee of the Attorney General performing the functions and duties of the Office of Fiscal Integrity in School Construction within the Office of the Attorney General pursuant to N.J.S.A. 18A:7G-43, as amended.
- 1.19 **“Parties”** means the Authority and the Contractor, which are the parties to this Agreement.
- 1.20 **“Request for Proposals” or “RFP”** means the request issued by the Authority for proposals for Janitorial Services, including a request for a Technical Proposal and a request for a Fee Proposal.
- 1.21 **“Scope of Services”** means the Scope of Services required to be performed by the Contractor in accordance with the Contractual Documents, as more fully set forth in Appendix B to this Agreement. The Scope of Services may be amended, from time to time, in accordance with the provisions of this Agreement.
- 1.22 **“School Construction Program”** means the program operated by the Authority in order to finance and construct School Facilities Projects pursuant to the Educational Facilities Financing and Construction Act, P.L. 2000, c.72, as amended.
- 1.23 **“School Facilities Project”** means the acquisition, demolition, construction, improvement, repair, alteration, modernization, renovation, reconstruction or maintenance of all or any part of a School Facility or of any other personal property necessary for or ancillary to any School Facility.
- 1.24 **“School Facility”** means and includes any structure, building or facility used wholly or in part for academic purposes.
- 1.25 **“Services”** means the services performed by the Contractor pursuant to the Contractual Documents, and includes all other labor, materials and equipment provided or to be provided to fulfill such obligations. Unless the context indicates otherwise, “Services” shall mean and refer to Janitorial Services.
- 1.26 **“Special Conditions”** means that document attached as Appendix A to this Agreement, and made a part hereof, as such document may be amended from time to time.
- 1.27 **“State”** means the State of New Jersey.



- 1.28 **“Subcontractor”** means the entity with which a Contractor or other subcontractor subcontracts to perform Services for which the Contractor is ultimately responsible.
- 1.29 **“Technical Proposal”** means the Technical Proposal submitted by the Contractor in response to the RFP.
- 1.30 **“Term”** means the term of this Agreement, as set forth in Section 4.0.

## **2.0 RESPONSIBILITIES OF THE CONTRACTOR**

### **2.1 General**

- 2.1.1 In order to provide the Services and Deliverables required, the Contractor shall be responsible for being thoroughly familiar with all Authority formation and governing documents, internal controls, and operations.
- 2.1.2 The Contractual Documents establish the obligations of the Contractor. The Services and Deliverables described in this Agreement establish the minimum obligations of the Contractor.
- 2.1.3 The Services and Deliverables to be provided by the Contractor pursuant to this Agreement shall be performed by the Contractor, its employees, and Subcontractors, if any.
- 2.1.4 The Contractor shall be required to utilize the Key Team Members identified in its Technical Proposal. The Contractor shall notify the Authority in advance of any proposed change in its Key Team Members and shall submit to the Authority, for approval, the name and qualifications of proposed substitutions with equal or superior qualifications at no additional cost to the Authority. No changes in Key Team Members shall be permitted without the prior written approval of the Authority.
- 2.1.5 The Authority may, at his or her option, review from time to time the Key Team Members of the Contractor. If the Authority determines that changes to Key Team Members are necessary, the Contractor will be notified in writing of such need, and the Contractor shall thereupon provide substitutes acceptable to the Authority.
- 2.1.6 The Contractor understands and agrees that any change to this Agreement must be made in writing in the form of an Amendment.
- 2.1.7 Any Services performed by the Contractor, without an Amendment, beyond the Scope of Services shall be done at the Contractor's own financial risk. Additional Services, if any, shall be the subject of an Amendment, and shall be compensated in accordance with terms negotiated at the time of Amendment. Such Amendment shall be executed prior to the performance of any Additional Services.
- 2.1.8 Changes to the Scope of Services require the prior written consent of the Authority and an Amendment. When requesting consent for any such changes, the Contractor must simultaneously notify the Authority of any increase or decrease in compensation associated with such changes; provide a detailed cost break-down of, and justification for, the changes sought; and detail the impact of each change upon its provision of Services and Deliverables. The requirements of this provision are in addition to any other requirements of the Contractual Documents regarding additional compensation.
- 2.1.9 The Contractor shall perform all Services in a good, skillful, and prompt manner. The Contractor shall perform the Services and provide all Deliverables consistent with the level of skill and care ordinarily exercised by members of the Contractor's profession, currently practicing under similar circumstances.

- 2.1.10 Services shall be performed within any applicable Schedule.
- 2.1.11 The Contractor is responsible for the quality, technical accuracy, and timely completion and delivery of all Deliverables. If circumstances will result or may result in a late delivery, it shall be the responsibility and obligation of the Contractor to make the details known immediately to the Authority.
- 2.1.12 The Contractor shall, without additional compensation, cure any errors, omissions, or other deficiencies in the Deliverables. The approval of interim Deliverables shall not relieve the Contractor of fulfilling its obligations under the Contractual Documents. Acceptance or payment for any of the Deliverables shall not be construed as a waiver by the Authority of any of its rights under the Contractual Documents or of any cause of action arising out of the Contractor's performance or non-performance under the Contractual Documents.
- 2.1.13 In the event the Contractor hires, employs or otherwise engages Subcontractors, the Contractor shall be considered the sole Contractor and the sole point of contact with regard to contractual matters under this Agreement. The Contractor assumes sole and full responsibility for the complete performance contemplated by the Contractual Documents, including the performance of all Subcontractors. The Contractor must: (i) where applicable, select only Subcontractors that have been pre-qualified by the Authority, and (ii) obtain the consent of the Authority prior to the engagement of any such Subcontractor.
- 2.1.14 It is expressly understood by the Contractor that approval by the Authority for the subcontracting of any Services under the Contractual Documents shall in no way relieve the Contractor from performing its obligations under the Contractual Documents. The Contractor shall at all times give due attention to the fulfillment of its obligations under the Contractual Documents and shall keep the Services under its control. Consent by the Authority to any subcontracting of any part of the Services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the engagement by the Contractor of the Subcontractor. The Contractor shall be responsible for all Services performed by its Subcontractors, which Services shall conform to the provisions of the Contractual Documents and the requirements of applicable law.
- 2.1.15 For all Services rendered, the Contractor shall, in accordance with generally accepted accounting principles and practices, maintain overhead, cost and accounting records, as well as all other records the Contractor may customarily maintain in its business. Such records shall be maintained and made available for inspection by the Authority and the NJ State Police (or their agents) as to all aspects of the Services provided under the Contractual Documents, whether the Services are performed by the Contractor, its Subcontractor or any other firm. The Contractor shall retain all electronic records for a period of six (6) Fiscal Years following final payment by the Authority or the end of the Fiscal Year in which this Agreement expires, whichever occurs later. After this period, the Contractor may dispose of these records after first offering them (at no cost) to the Authority in writing; the Authority shall have thirty (30) Days within which to accept them.
- 2.1.16 The Contractor agrees that it shall assist and cooperate with the Authority in any legal action or proceeding that is related to or that arises out of or in connection with its performance under the Contractual Documents and in which action or proceeding the Authority and the

Contractor are not named as adverse parties. Such assistance shall include, but not be limited to, testifying as an expert witness or preparing exhibits, reports or models. Any Services provided by the Contractor pursuant to this paragraph shall be deemed Additional Services and shall be compensated as such in accordance with terms negotiated at the time of an appropriate Amendment.

- 2.1.17 The Contractor shall designate a Key Team Member at the Contractor's firm, satisfactory to the Authority, as the Contractor Client Manager. So long as the Contractor Client Manager's performance is acceptable, he or she shall remain in charge of the firm's Services, shall represent the Contractor, and be available for general consultation throughout the Term.
- 2.1.18 The Contractor, to the best of its knowledge, information, and belief, shall abide by all applicable local, state, and national regulatory requirements, as well as all regulations imposed by funding sources (auditing requirements, payroll affidavits, etc.), such as may be identified at the time of execution of this Agreement.
- 2.1.19 Business Registration. The Contractor and any Subcontractor provided to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to N.J.S.A. 52:32-44b, as set forth in Appendix F hereto. The Contractor shall provide written notice to any firm that may become its Subcontractor that it shall not enter into any subcontract with a Subcontractor that has not provided it with proof of such business registration, a copy of which the Contractor shall forward to the Authority, in accordance with N.J.S.A. 52:32-44c. The Contractor shall maintain and submit to the Authority a list of Subcontractors and their addresses, which list must be updated as necessary during the Term. A complete and final version of such list must be submitted to the Authority before final payment for Services shall be made.
- 2.1.20 Payment of Use Taxes. Pursuant to N.J.S.A. 52:32-44g, the Contractor and any Subcontractor of the Contractor, and any affiliate of the Contractor shall collect and submit 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 their sales of tangible personal property delivered into this State. The Contractor shall provide in each contract with a Subcontractor that each such Subcontractor shall collect and submit 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 their sales of tangible personal property delivered into this State. For purposes of this section, "affiliate" shall mean any entity that: (i) directly, indirectly, or constructively controls another entity, (ii) is directly, indirectly, or constructively controlled by another entity, or (iii) is subject to the control of a common entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.
- 2.1.21 Political Contributions. Consistent with the requirements of P.L. 2005, c. 51, N.J.S.A. 19:44A-20.1 et seq., as amended ("Chapter 51")(formerly Executive Order No. 134 (2004)), the Contractor shall, on a continuing basis, have the obligation to disclose and report to the Authority any "contributions" made during the Term of the Agreement by the Contractor or any "Business Entity" associated with the Contractor on the "Disclosure of Political Contribution" form provided by the Authority, at the time such contribution is made. As part of this obligation, the selected firm shall be required to comply with Executive Order No. 117, which was issued to enhance New Jersey's efforts to protect the integrity of government

contractual decisions and increase the public's confidence in government. Executive Order No. 117 builds on the provisions of Chapter 51, which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government contractors.

- 2.1.22 Political Contributions Disclosure. Contractor shall comply with its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC"), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3), in the event it receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).
- 2.1.23 Outsourcing Provisions. In accordance with P.L. 2005, c. 92 (formerly Executive Order No. 129 (2004)), the Contractor shall have a continuing duty to comply with the provisions of P.L. 2005, c. 92, as applicable. If, during the Term, the Contractor or a Subcontractor, who had on contract award declared that Services would be performed in the United States, proceeds to shift the performance of the Services outside of the United States, the Contractor shall be deemed in breach of the Agreement, which shall be subject to termination for cause, unless the Senior Director of the Authority's Division of Procurement & Contract Services shall determine in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the Authority or the State.

## **2.2 Final Release**

The Contractor's acceptance of final payment shall constitute a final release from and waiver of all the Contractor's Claims except for: (i) those Claims the Contractor expressly reserves at the time of application for final payment; (ii) those Claims arising after final payment as a result of actions brought against the Contractor by third parties; and (iii) those Claims arising after final payment due to an alleged breach by the Authority of any Agreement provision that survives after the Term.

## **3.0 COMPENSATION**

### **3.1 General Provisions**

- 3.1.1 Lump Sum. The Contractor shall be compensated over the Term of the Agreement by the Lump Sum set forth in Appendix C.
- 3.1.2 The compensation specified in Appendix C shall compensate the Contractor in full for all Services rendered pursuant to the Contractual Documents.
- 3.1.3 The Contractor shall be paid as invoices are submitted, subject to the provisions of Section 3.2.
- 3.1.4 In the event Additional Services are required pursuant to an Amendment, the Contractor shall be paid on a monthly basis in accordance with the agreed upon reasonable compensation for such Additional Services.
- 3.1.5 The Contractor shall be paid after invoices are submitted and approved. Acceptance or

approval of, or payment for, any of the Services performed by the Contractor under the Contractual Documents shall not constitute a release or waiver of any Claim the Authority has or may have for latent defects, errors, breaches, or negligence.

- 3.1.6 All payments for Services under the Contractual Documents will be made only to the Contractor, and Contractor assumes sole responsibility for payments due any Subcontractor.
- 3.1.7 Unless otherwise set forth in writing by the Authority, the lump sum (Appendix C) shall be firm and not subject to increase during the Term.
- 3.1.8 The Authority assumes no responsibility or liability for costs the Contractor incurred prior to the Effective Date, and thereafter only as explicitly set forth in the Contractual Documents.

### **3.2 Invoices**

- 3.2.1 Invoices for Services shall be submitted on a form approved by the Authority or, if directed by the Authority, shall be submitted electronically via a dedicated website or web page. Invoices shall be accompanied by such supporting documentation as may be required by the Authority.
- 3.2.2 Invoices submitted to the Authority must identify this Agreement's contract number.
- 3.2.3 Invoices submitted to the Authority shall be processed and paid only after the Authority reviews and determines that the Services for which payment is sought have been completed at the times and in the manner specified in the Contractual Documents. The Authority shall not pay invoices if the Authority determines that the Services for which payment is sought are incomplete or unsatisfactory.
- 3.2.4 Each invoice signed by the Contractor and submitted to the Authority shall be a representation by the Contractor that all payments due to its Subcontractors have been made and that all relevant laws and regulations have been complied with.
- 3.2.5 All invoices shall be accompanied by appropriate detailed backup to ensure billing accurately represents work incurred.

### **3.3 Withholding Payment for Unsatisfactory Services or Non-delivery of Deliverables**

- 3.3.1 If the Authority that any Services are incomplete or unsatisfactory, or if the Authority determines that Deliverables have not been delivered at the times and in the manner and form specified in the Contractual Documents, the Authority will either: (i) retain for payment the relevant invoice (or portion thereof) until such time as the Manufacturer has made the necessary corrections/deliveries, or (ii) return the relevant invoice to the Contractor, who shall resubmit the invoice once all of the Services have been completed or corrected or the Deliverables have been delivered.
- 3.3.2 The withholding of any sums pursuant to this Section 3.3 shall not be construed as, or constitute in any manner, a waiver by the Authority of the Contractor's obligation to furnish the items required under the Contractual Documents. In the event the Contractor fails to

furnish these items, the Authority shall have those rights and remedies provided by law and pursuant to the Contractual Documents in addition to, and not in lieu of, the sums withheld in accordance with this Section 3.3.

#### **4.0 TERM**

Unless terminated sooner under Section 6 of this Agreement, the Term of this Agreement shall extend from the Effective Date for a period of two (2) years or until all obligations of the Manufacturer to deliver Services pursuant to this Agreement have been performed to the satisfaction of the Authority, whichever occurs later. The Contract term may be extended for one (1) additional year, at the sole option of the Authority, in which case the Term shall extend from the Effective Date through such additional period or until all obligations of the Manufacturer to deliver Services pursuant to this Agreement have been performed to the satisfaction of the Authority, whichever occurs later.

#### **5.0 GENERAL COVENANTS**

##### **5.1 Janitorial Service Surety Bond**

5.1.1 The Contractor shall, within five days of receipt of a Notice to Award, obtain a Janitorial Service surety bond in an amount equal to \$100,000, and provide a copy of the bond to the New Jersey Schools Development Authority (NJSDA). The Contractor shall pay the cost of the bond. The bond shall provide funds to the NJSDA and or its officers, directors, employees or agents in the event that they suffer any liability, loss, damage or expense as a result of any fraudulent or dishonest act or omission of the Contractor or any subcontractor or any officer, director, employee or agent of the Contractor related to the performance of this Contract.

5.1.2 The bond shall be in a form customarily used in the industry, and shall be written by a surety authorized to do business in the State of New Jersey and that is acceptable to the Agency. The bond shall be in effect at all times during the term of this Contract and any extensions or renewals thereof and for one year following the conclusion of this contract. The bond shall provide funds to the NJSDA and or its officers, directors, employees or agents for any fraudulent or dishonest act or omission, which occurs during the term of the bond regardless of the date the act or omission is discovered, or a claim is made.

5.1.3 The Contractor warrants that it will maintain the required Janitorial Service surety bond coverage as described herein without a lapse in coverage. Failure on the part of the Contractor to furnish such a bond in the time stated, or to maintain the bond in full force and effect during the term of the Contract and any extension or renewal thereof, shall be a material breach of contract and shall be considered cause for the NJSDA to declare the Contractor in default under this Contract. The NJSDA's receipt of such bond or other proof of coverage does not constitute approval of the bond coverage nor does the bond relieve the Contractor from the faithful and honest performance of this Contract.

## 5.2 Insurance

5.2.1 Prior to undertaking any work under this Agreement, the Contractor, at no expense to the Authority, shall obtain and provide to the Authority evidence of a policy or policies of insurance as enumerated below.

5.2.2 The Contractor shall maintain, and/or cause their subcontractors to maintain, at their own cost and expense, the following insurance coverages/policies insuring the Contractor, its employees, subcontractors and agents. The Contractor shall obtain this insurance from insurance companies that are authorized to transact the business of insurance in the State of New Jersey and that are "A- VII" (or better) rated, as determined by A. M. Best Company. In each policy, the Contractor shall have incorporated a provision, in accordance with the laws of the State of New Jersey, requiring written notice to the Authority at least thirty (30) Days prior to cancellation or non-renewal of any insurance coverage required under this Section. The Contractor warrants that if the insurer or coverage is not subject to the provisions requiring (30) day prior notification, that it will notify the Authority in writing of any cancellation or non-renewal of any insurance coverage required under this Section. Any and all deductibles shall be paid by the Contractor. The Contractor warrants that its insurance carriers are accurately informed regarding the business activities of the Contractor and intend to cover those business exposures. All insurance policies, exclusive of Professional Liability and Workers' Compensation, shall name the Authority as Primary Additional Insured and will include a Waiver of Subrogation. In addition, the Contractor may also be required to name other parties as Additional Insureds prior to the initiation of such work, and shall comply with all laws, ordinances, rules and regulations of Federal, State, county and municipal authorities in the performance of said work. The types and minimum amounts of insurance required are as follows:

5.2.2.1 Commercial General Liability Insurance. The Contractor shall maintain Commercial General Liability Insurance (CGL), and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$5,000,000 for each occurrence, \$5,000,000 aggregate limit for products/completed operations and \$5,000,000 general aggregate limit. CGL insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include liability arising out of, occasioned by or resulting from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract in connection with Services performed under this Agreement. The EDA, DB Realty II, the Authority, the State of New Jersey and their respective directors, officers, members, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 (or a substitute form providing equivalent coverage), and under the Commercial Umbrella, if any. In addition, the Contractor may also be required to name other parties as additional insureds prior to the initiation of Services. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Authority.

5.2.2.2 Worker's Compensation Insurance. The Contractor shall, at its own cost and expense, maintain Workers' Compensation and Employers' Liability insurance prescribed by the laws



of the State of New Jersey and any other jurisdiction required to protect employees of the Contractor while engaged in the performance of the Services under this Agreement. Workers' Compensation coverage shall be statutory and the Employers' liability limits (including Umbrella coverage) shall not be less than \$1,000,000 per accident for bodily injury by accident and \$1,000,000 for each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease.

5.2.2.3 Business Automobile Liability Insurance. The Contractor shall, at its sole cost and expense, maintain Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile, including coverage for all owned, non-owned and hired vehicles. The Business Automobile coverage shall be written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage). If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

- 5.2.2 Certificates of Insurance. Attached to this Agreement as Appendix E shall be valid insurance certificates, executed by a duly authorized representative of each insurer, in form and substance satisfactory to the Authority, evidencing compliance with the insurance requirements. An insurance certificate must be submitted to evidence each insurance renewal required by this Section. Failure of the Authority to demand such certificates or other evidence of full compliance with the insurance requirements set forth herein or failure of the Authority to identify a deficiency in the insurance provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at the Authority's sole option. The Contractor shall provide certified copies of all insurance policies, including any and all amendatory endorsements, within ten (10) Days of the Authority's written request for such policies.
- 5.2.3 Liability in Excess of Coverage. By executing this Agreement, the Contractor expressly agrees that any insurance protection required herein or by the Contractor's Documents shall in no way limit the Contractor's obligations under this Agreement or the Contractor's Documents and shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as are available to it under other provisions of this Agreement or the Contractor's Documents or otherwise in law or equity. By requiring insurance herein, the Authority does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on the Contractor's liability under this Agreement.
- 5.2.4 Right to Remedy. If the Contractor fails to obtain and/or maintain the insurance as required in this Section, fails to renew any of its insurance policies as necessary, or in the event any policy is canceled, terminated or modified so that the insurance does not meet the requirements of this Agreement, the Authority may: (i) purchase insurance at the Contractor's sole expense; (ii) refuse to make payment of any further amounts due under this Agreement; (iii) refuse to make payments due or coming due under other agreements between the Contractor and the Authority; (iv) suspend performance by the Contractor under this Agreement; or (v) terminate this Agreement. Any funds retained pursuant to this Section may

be used, at the Authority's discretion, to renew or purchase the Contractor's insurance for the periods and amounts as set forth in this Agreement. In the event the Authority purchases said insurance the Authority may, at its discretion, reduce the Contractor's Compensation under this Agreement by the amount paid for such insurance plus reasonable attorney's fees.

- 5.2.5 Additional Insurance. The Contractor shall also provide such additional types of insurance in such amounts as the Authority shall reasonably require. In the event that any such additional insurance is required, the Contractor shall deliver certified copies of each policy to the Authority within ten (10) days of the Authority's written request for such insurance.
- 5.2.6 Waiver of Subrogation. The Contractor waives all rights of subrogation and recovery against the Authority, agents or employees of the Authority to the extent these damages are covered by the CGL, Business Automobile Liability or Commercial Umbrella Liability Insurance obtained by the Contractor. If the policies of insurance purchased by the Contractor as required above do not expressly allow the insured to waive rights of subrogation prior to loss, the Contractor shall cause them to be endorsed with a waiver of subrogation as required herein.
- 5.2.7 Any deductible or self-insured retention (SIR) applicable to the aforementioned insurance shall be declared to and approved by the Authority and written using ISO endorsement CG 03 00 (or a substitute providing equivalent terms and conditions). The Contractor shall not be permitted to have a SIR larger than \$100,000 unless it obtains the express, written consent of the Authority to the larger SIR. **FAILURE TO COMPLY WITH SECTION 5.1.8 IS A MATERIAL BREACH OF CONTRACT.**

If any of the aforementioned insurance is written on a "claims made basis," the Contractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years after the date of Final Payment by the Authority and the Contractor will provide Certificates of Insurance evidencing continuance of coverage with the original claims made retroactive date. Within the Certificate of Insurance, in the blocks designated "Policy Number," in addition to the policy number, the Contractor shall insert a note "claims made retroactive date \_\_\_/\_\_\_/\_\_\_" (with the date inserted).

## **5.2 Ownership of Documents**

- 5.2.1 In consideration of the Authority's execution of this Agreement and for other good and valuable consideration, all Deliverables, including, but not limited to plans, methods, drawings, specifications, flow charts, reports, all data, diagrams, samples, tests, surveys, models, material, computer discs, evidence, documentation, and all copyrightable materials, gathered, originated or prepared by the Contractor and its Subcontractors during and in connection with the performance of Services; and all copyrights resulting from Deliverables, and in all renewals and extensions of the copyrights that may be secured now or be hereafter in force and effect are instruments of the Contractor's Services performed under the Contractual Documents and, unless otherwise provided, shall be the sole property of the Authority.
- 5.2.2 The Contractor's promotional and professional (or other) materials shall not include Authority confidential or proprietary information, except with the written consent of the Authority.

## **5.3 Copyrights and Patents**

- 5.3.1 If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patent holder. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Deliverables.
- 5.3.2 The Contractor shall defend, indemnify and save harmless the Authority and the State from any and all Claims for infringement by reason of the use of any patented design, device, material or process, or any trademark, copyright, trade secret or any other material protected in any manner from use or disclosure, and shall indemnify the Authority and the State for any costs, expenses and damages that it may incur by reason of an infringement at any time during the prosecution, or after the acceptance, of the Services.

#### **5.4 Confidentiality**

- 5.4.1 All data and information supplied by the Authority or by any other party under an Authority contract or otherwise involved in the School Construction Program and data gathered by the Contractor in fulfillment of the Contractual Documents and any analyses thereof (whether in fulfillment of the Contractual Documents or not), are strictly confidential and shall be solely for use in connection with the School Construction Program, except to the extent the Authority may identify any such as disclosable government records within the meaning of N.J.S.A. 47:1A-1 et seq.
- 5.4.2 The Contractor shall be required to use utmost care to protect the confidentiality of data by, among other things, requiring in Authority of these confidentiality terms and conditions into its contract(s) with Subcontractors, if any, and requiring personnel assigned to provide Services to sign a confidentiality agreement in a form provided by the Authority. Any release of confidential material in any form by the Contractor, its employees, Subcontractors or assignees will be considered a violation of the Contractual Documents. Penalties for violation of this paragraph include, but are not limited to, termination of this Agreement and/or legal action, without the Authority being liable for damages, costs and/or attorney fees. The Contractor shall be liable for any and all damages arising from its breach of this confidentiality provision.

#### **5.5 Contractual Relationship**

- 5.5.1 Nothing in the Contractual Documents shall be construed as creating a contractual relationship between any Subcontractor of the Contractor and the Authority.
- 5.5.2 The Contractor's status shall be that of an independent contractor, not an employee of the Authority. The Contractor agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Authority by reason hereof. The Contractor shall not, by reason hereof, make any Claim, demand or application to any Authority officer or employee for any right or privilege afforded to an Authority officer or employee, including, but not limited to, workers' compensation, unemployment or other insurance benefits, social security coverage, or retirement membership or credit.
- 5.5.3 The Contractor and any Subcontractors engaged by the Contractor under this Agreement are

bound by the terms and conditions of the Contractual Documents.

5.5.4 Nothing contained in this Agreement or the Contractual Documents shall create a contractual relationship with a third party or create a cause of action in favor of a third party against either Party. No individual, firm, corporation, or any combination thereof, which supplies materials, labor, services or equipment to the Contractor for the performance of Services shall become thereby a third party beneficiary of the Contractual Documents.

5.5.5 The Parties hereby bind themselves, their partners, successors, assigns and legal representatives each to the other Party and the other Contractual Documents.

## **5.6 Assignment**

5.6.1 The Contractor shall not assign or transfer its obligations, privileges or rights under the Contractual Documents without the prior written consent of the Authority. Any assignment or transfer of the Contractor's rights under the Contractual Documents without the prior written consent of the Authority shall not relieve the Contractor of any duty, obligation or liability assumed by it under the Contractual Documents.

5.6.2 Notwithstanding anything to the contrary, under no circumstance shall the Contractor assign its right to receive money under the Contractual Documents for any purpose or to any person whatsoever without the prior written approval of the Authority or order of court.

5.6.3 The Authority may elect, in its sole discretion, to assign this Agreement to any other State agency, authority or other State instrumentality, or any local or municipal instrumentality, at any time during the Term of this Agreement, and in such case, the Contractor agrees to continue to perform all of its obligations as set forth in this Agreement. The Contractor shall make no Claim against the Authority in the event of such assignment and shall execute such certificates, documents and instruments as may be reasonably requested by the Authority to effect such assignment.

## **5.7 Mergers, Acquisitions, and Dissolutions**

5.7.1 If, subsequent to the execution of this Agreement, the Contractor proposes to merge with or be acquired by another firm or in the event of a proposed dissolution by the Contractor, the Contractor shall immediately notify the Authority and shall submit documentation to the Authority describing the proposed transaction.

5.7.2 The Authority, in its sole discretion, may approve the continuation of this Agreement following the proposed merger, acquisition or dissolution or terminate this Agreement for cause. The Authority will notify the Contractor of its decision within thirty (30) Days of receipt by the Authority of documentation from the Contractor describing the proposed transaction.

5.7.3 If the Authority approves a merger or acquisition, the Contractor shall submit to the Authority: (i) corporate resolutions prepared by the Contractor and the new entity ratifying acceptance of the Contractual Documents; (ii) information necessary to ensure that the new entity satisfies the Authority's pre-qualification policies and procedures, where applicable; (iii) the names and addresses of all owners and potential owners which hold or may acquire

five percent (5%) or more of its stock or interest; (iv) any new or changed Federal Employer Identification Number(s); (v) acknowledgment of the assumption of the Contractual Documents by the new entity; and (vi) any other information the Authority may require.

- 5.7.4 If the Authority approves a dissolution, the Contractor shall submit to the Authority: (i) a copy of the corporate resolution, or the written statement of the partnership, general partner, receiver or custodian thereof, or the written agreement of the principal parties of a joint venture to dissolve the corporation, partnership or joint venture, respectively; (ii) information necessary to ensure that the new entity satisfies the Authority's pre-qualification policies and procedures, where applicable; (iii) any new or changed Federal Employer Identification Number(s); (iv) acknowledgment of the assumption of the Contractual Documents by the new parties; and (v) any other information the Authority may require.

## **5.8 Mandatory Compliance With Law**

- 5.8.1 The Contractor must comply during the Term with any and all Federal, State and local laws in effect or hereinafter promulgated that apply to performance by the Contractor under the Contractual Documents.
- 5.8.2 Each and every provision required by law to be inserted in the Contractual Documents shall be deemed to have been inserted therein. If any such provision has been omitted or has not been correctly inserted, the Contractual Documents shall be amended, upon application of either Party, to provide for such insertion or correction.
- 5.8.3 If the Authority determines that the Contractor has violated or failed to comply with applicable Federal, State or local laws with respect to its performance under the Contractual Documents, the Authority may withhold payments for such performance and take such action that it deems appropriate until the Contractor has complied with such laws or has remedied such violation or non-compliance to the satisfaction of the Authority.
- 5.8.4 The Contractor's compliance with the legal requirements of this Section 5.8 and any other applicable laws, regulations or codes is mandatory and cannot be waived by the Authority.

## **5.9 Affirmative Action and Non-discrimination**

- 5.9.1 The Contractor and its Subcontractors shall abide by affirmative action rules established by the New Jersey Department of the Treasury at N.J.A.C. 17:27-1.1 et seq. under P.L. 1975, c. 127, the small business set-aside rules for the procurement of goods and services established by the Commerce and Economic Growth Commission at N.J.A.C. 17:14-4.1 et seq. and by Executive Order No. 71 (2003), and the affirmative action program established by the Authority pursuant to Section 48 of the Educational Facilities Financing and Construction Act, P.L. 2000, c. 72, and any rules and regulations associated therewith.
- 5.9.2 The Contractor shall not discriminate in employment and shall abide by all anti-discrimination laws, including those set forth in New Jersey's Law Against Discrimination, N.J.S.A. 10-5.1, et seq., and all rules and regulations promulgated thereunder. During the performance of this Term Contract, the Contractor agrees as follows:

- 5.9.2.1 The Contractor and its Subcontractors, 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- 5.9.2.2 The Contractor and its Subcontractors, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- 5.9.2.3 The Contractor and its Subcontractors, where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's (and the Subcontractor's) commitments under New Jersey's Law Against Discrimination, N.J.S.A. 10-5.1, *et seq.* and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.9.3 The Contractor shall abide by the provisions of the Americans With Disabilities Act, 42 U.S.C. § 12101 *et seq.*, with respect to its employment practices.
- 5.9.4 The Contractor shall comply with the *MacBride* principles of nondiscrimination in employment, or have no business operations in Northern Ireland, under N.J.S.A. 52:34-12.2.

## **5.10 Anti-collusion**

- 5.10.1 The Contractor, by executing this Agreement, does hereby warrant and represent that this Agreement has not been solicited, secured or prepared, directly or indirectly, in a manner contrary to the laws of the State; and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Services by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, direct or indirect, to any employee, officer, or board member of the Authority.
- 5.10.2 In the event of a breach or violation of this Section 5.10, the Authority may, at its sole option: (i) terminate this Agreement without the Authority being liable for damages, costs and/or attorney fees; and/or (ii) deduct from amounts otherwise payable by the Authority pursuant to

this Agreement.

## **5.11 Conflict of Interest**

- 5.11.1 The Contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to: (i) an Authority officer or employee with which the Contractor transacts, or offers or proposes to transact, business; or (ii) any member of the immediate family (defined by N.J.S.A. 52:13D-13i) of any such Authority officer or employee; or (iii) any partnership, firm or corporation with which such Authority officer or employee is employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- 5.11.2 The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Authority officer or employee from the Contractor shall be reported in writing forthwith by the Contractor to the State Attorney General and the State Ethics Commission.
- 5.11.3 The Contractor shall not directly or indirectly undertake any private business, commercial or entrepreneurial relationship (whether or not pursuant to employment, contract or other agreement, express or implied) with, or sell any interest in the Contractor to, any Authority officer or employee having any duties in connection with the purchase, acquisition or sale of any property or services by or to the Authority; and shall not undertake any such relationship with, or sell any such interest to, any person, firm or entity with which such Authority officer or employee is employed or associated, or in which such Authority officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationship subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the officer or employee and upon a finding that the present or proposed relationship presents neither an actual conflict of interest, nor the potential for, or appearance of, such a conflict of interest.
- 5.11.4 The Contractor shall not influence, attempt to influence, or cause to be influenced any Authority officer or employee in such officer's or employee's official capacity in any manner that might tend to impair the objectivity or independence of judgment of said officer or employee.
- 5.11.5 The Contractor shall not cause or influence or attempt to cause or influence, any Authority officer or employee to use or attempt to use such officer's or employee's official position to secure unwarranted privileges or advantages for the Contractor or any other person.
- 5.11.6 Under N.J.S.A. 52:34-19, it is a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the Authority. It is the policy of the Authority to treat the offer of any gift or gratuity by the Contractor, its officers or employees, to any person employed by the Authority as grounds for debarment or suspension from submitting proposals and providing work or materials to the Authority.
- 5.11.7 The provisions cited in this Section 5.11 shall not be construed to prohibit an Authority officer or employee from receiving gifts from or contracting with the Contractor under the

same terms and conditions as are offered or made available to members of the general public subject to any guidelines or Code of Ethics that the State Ethics Commission and the NJSDA have promulgated or may promulgate.

## **5.12 Indemnification**

- 5.12.1 To the fullest extent permitted by law, the Contractor shall indemnify, protect, defend and save harmless the State of New Jersey, the Authority, as well as their respective agents, servants, officers, directors and employees, from and against any loss, damage, injury, cost or expense; and from and against any Claim, demand, liability, lawsuit, judgment, action or other proceeding arising, to arise from, in connection with, or as a result of any of the following:
- 5.12.1.1 the negligent acts or omissions of the Contractor, its agents, servants, officers, employees, Subcontractors or any other person acting at the Contractor's request, subject to its direction, or on its behalf;
  - 5.12.1.2 the loss of life or property, or injury or damage to the person, body or property of any person or persons whatsoever, that arises or results directly or indirectly from the negligent performance of the Services or delivery of Deliverables by the Contractor, its agents, servants, officers, employees, Subcontractors or any other person acting at the Contractor's request, subject to its direction, or on its behalf;
  - 5.12.1.3 any gross negligence, default, or breach, of the Contractor, its agents, servants, officers, employees, Subcontractors or any other person acting at the Contractor's request, subject to its direction, or on its behalf;
  - 5.12.1.4 violation of or non-compliance with federal, State, local and municipal laws and regulations, ordinances, building codes (including without limitation the Americans with Disabilities Act, the Occupational Safety and Health Act ("OSHA") and the Environmental Protection Act) in connection with the performance or non-performance of, or arising out of conditions created or caused to be created by, the Contractor, its agents, servants, officers, employees, Subcontractors or any other person acting at the Contractor's request, subject to its direction, or on its behalf; and
  - 5.12.1.5 use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in performing Services.
- 5.12.2 The Contractor's indemnification obligation is not limited by, but is in addition to, the Contractor's insurance obligations contained in this Agreement.
- 5.12.3 The Contractor agrees that any approval by the Authority of the Services performed, or Deliverables provided by the Contractor shall not operate to limit the obligations of the Contractor under the Contractual Documents; and that the Authority assumes no obligations to indemnify or save harmless the Contractor, its agents, servants, employees, or Subcontractors against any Claims that may arise out of its performance or nonperformance under the Contractual Documents; and that the provisions of this indemnification clause shall in no way limit the Contractor's obligations under the Contractual Documents, nor shall they



be construed to relieve the Contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contractual Documents or otherwise at law or equity.

5.12.4 This Section 5.12 shall survive the termination of the Contract.

## **6.0 TERMINATION AND SUSPENSION**

Nothing contained in this entire Section 6.0 shall limit the Authority's right to recover any and all costs and damages resulting from Contractor failure to perform the Services in a satisfactory manner.

### **6.1 Termination for Convenience of the Authority**

6.1.1 Performance by the Contractor of its obligations under the Contractual Documents may be terminated by the Authority in accordance with this Section 6.1 in whole or in part, whenever the Authority, in its sole discretion, determines that such termination is in its best interest.

6.1.2 Any such termination shall be effected by delivery of a written "Notice of Termination" specifying the extent to which the Services under the Contractual Documents are terminated and the date upon which such termination becomes effective.

6.1.3 If so terminated, the Contractor shall be entitled only to that proportion of the compensation that the Services actually and satisfactorily performed by the Contractor bear to the total Services to be rendered under the Contractual Documents, less payments previously made.

6.1.4 The Authority may negotiate with the Contractor to establish an amount of compensation for the Contractor's costs incurred in the close-out of the Contractual Documents.

6.1.5 Upon termination for convenience, the Contractor shall furnish to the Authority, free of charge, such close-out reports, documents, and materials as the Authority may reasonably require.

### **6.2 Termination for Cause**

6.2.1 Without prejudice to any other remedy, the Authority may terminate this Agreement if the Contractor: (i) disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; (ii) refuses or fails to supply enough properly skilled workers or proper materials; (iii) fails to make payments to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; (iv) fails to maintain or produce any records required by the Contractual Documents to be so maintained or produced; (v) fails to cooperate with the Authority where such cooperation is deemed necessary by the Authority for the implementation of the Contractual Documents; (vi) fails to obtain and properly maintain the level of insurance coverages outlined in Section 5.1; (vii) assigns or transfers its obligations, privileges or rights under the Contractual Documents without the prior written consent of the Authority; (viii) makes any misrepresentation or conceals any material fact; or (ix) commences or has commenced against it any action under the United States Bankruptcy Code or any state or federal insolvency law, the commencement of which, in the Authority's judgment, may impair the ability of the Contractor to perform its obligations under the Contractual Documents; or (x) violates or breaches the Contractual

Documents or any provision or material term thereof. For all such causes of termination, except those contained in subsections (viii) and (ix), the Contractor may avoid termination if, within seven (7) Days of Notice of Termination, it commences correction of such default, neglect or violation, with diligence and promptness, fully curing same within the time prescribed by the Authority within the Notice of Termination; failure to do so shall result in termination of this Agreement.

- 6.2.2 Upon termination by the Authority pursuant to this Section 6.2, the Authority may, without prejudice to any other rights or remedies of the Authority, complete Services by whatever methods the Authority may deem appropriate.
- 6.2.3 In the event this Agreement is terminated for cause pursuant to this Section 6.2, the Authority reserves the right not to make any further payments to the Contractor and may require the Contractor to repay all or a portion of the monies already paid; and the Contractor shall be obligated to take any steps necessary to enable the Authority to complete the Services itself, or for the Authority to engage another Contractor to complete the Services at the Contractor's own expense for the portion that exceeds the amount that would have been paid to the Contractor for completing the Services.
- 6.2.4 No action by the Authority pursuant to this Section 6.2 shall operate to waive or release any Claim the Authority may have against the Contractor under the Contractual Documents.

### **6.3 Suspension for Convenience of the Authority**

- 6.3.1 The Authority shall have the right to defer the beginning, or to suspend the whole or any part, of the Services whenever, in the sole discretion of the Authority, it is necessary or expedient for the Authority to do so. The Authority shall give written notice to the Contractor of such suspension of performance of the Services and upon receipt of such notice, unless otherwise directed in writing by the Authority; the Contractor shall immediately discontinue all Services, except as may be deemed necessary by the Authority or his/her.
- 6.3.2 In the event of a suspension by the Authority pursuant to this Section 6.3, compensation shall be determined as follows:
  - 6.3.2.1 If the Authority determines that the Services have been suspended for a period cumulatively totaling less than ninety (90) Days, there shall be no additional compensation paid to the Contractor.
  - 6.3.2.2 If the Authority determines that the Services have been suspended for a period cumulatively totaling ninety (90) Days or more, and if the Authority determines that the suspension has resulted from no fault of the Contractor, the Parties shall amend this Agreement to cover the remaining Services to be performed. Such Amendment shall provide a compensation adjustment in an amount deemed proper by the Authority and Contractor after review of the Contractor's submissions relating to the increased costs actually incurred by the Contractor as a direct result of the suspension. No such Amendment will change other Contractual Documents terms.
- 6.3.3 When the Authority has determined that a suspension is the fault of the Contractor, the Authority may, at its sole option, suspend all payments to the Contractor. Payment may be

reinstated by the Authority upon completion of the Services in accordance with the other provisions of this Agreement and the other Contractual Documents provided, however, that there shall be no upward adjustment in direct or indirect costs or in any other costs. Alternatively, the Authority may terminate this Agreement pursuant to Section 6.2, above, or carry out the Services as provided for in Section 6.4, below.

#### **6.4 Authority's Right to Carry Out the Services**

- 6.4.1 If the Contractor fails to perform any obligation imposed under the Contractual Documents, and fails within seven (7) Days after receipt of written notice to commence and continue correction of such failure with diligence and promptness, the Authority may take steps to remedy such failure without prejudice to any other remedy the Authority may have. In such case, an appropriate written notice shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such failure, including compensation for other Professional Services Contractor additional services made necessary by such failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Authority upon demand.
- 6.4.2 Any action by the Authority under this Section 6.4 shall be without prejudice to the Authority's rights under the Contractual Documents and shall not operate to release the Contractor from any of its obligations under the Contractual Documents.

#### **6.5 Unacceptable Services; Duty to Cure Errors and Omissions**

- 6.5.1 The Authority shall give the Contractor written notice as soon as practicable after it becomes aware of an error or omission by the Contractor. If the Authority determines that any Service delivered is unacceptable, in quality, timeliness, or any other condition, due to error, omission or failure to comply with requirements of the Contractual Documents, the Contractor shall correct and revise the unacceptable Services under the Authority's direction at no cost to the Authority. The corrected and revised Services shall be resubmitted to the Authority for approval.
- 6.5.2 The Contractor shall be liable to Authority for all damages to Authority caused by Contractor errors or omissions. The Contractor shall reimburse Authority for all costs incurred by Authority as a result of such errors and omissions, including interest and other expenses.

#### **7.0 CLAIMS**

All Claims by the Contractor against the Authority shall be governed by the following provisions.

- 7.1 **General.** The parties agree that this contract shall be deemed to be governed by and in accordance with the New Jersey Tort Claims Act, N.J.S.A. 59:1.1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the New Jersey False Claims Act, N.J.S.A. 2A:32, et seq. (collectively "the Acts"), such that a claim against the NJSDA shall be treated in the same manner as a claim against the State of New Jersey under the Acts. All notice, claims and limitations periods set forth in the Acts shall apply to claims by the Contractor against the NJSDA

7.2 **Notice of Claim.** The Contractor shall file notice of its Claim on a form provided by the Authority, which form shall be completed in its entirety and signed by the Contractor. Incomplete forms will be rejected and have no effect. Submission of completed notice forms shall constitute compliance with the notice provisions of the New Jersey Contractual Liability Act if such notices are provided within the time limits established by N.J.S.A. 59:13-5.

7.3 **Review of Claims.** The administrative process for review of Claims is sequential in nature and mandatory. The Authority's Claims procedure is composed of the following steps:

- Step One: Review by the Authority
- Step Two: Non-binding Mediation

Completion of the two (2) steps of Claims review is a mandatory prerequisite to the initiation of litigation by either Party.

7.4 **Compliance with Claim Review Procedure.** Each Claim will begin its review at Step One. A Claim will not proceed to the next step unless the Contractor submits a written objection to the prior step and requests that its Claim proceed to the next step. If at any step in the process a Claim is resolved, the Contractor must sign a full and final release as to any and all matters arising from the Claim.

7.5 **Step One: The Authority's Review.**

7.5.1 The Contractor must provide to the Authority the required forms as required by this Section to comply with the New Jersey Contractual Liability Act in order to begin the Authority's administrative process for the review of Claims. The Contractor shall also submit to the Authority all documentation supporting the Contractor's Claim. The documentation provided to the Authority will serve as the basis for evaluation of the Contractor's position regarding the Claim throughout Step One of the administrative process. The Contractor shall submit additional information upon request of the Authority. No formal action will be taken by the Authority unless and until the Authority receives complete Claim documentation from the Contractor.

7.5.2 **Authority Review and Decision.** At the option of the Authority, a meeting may be scheduled with the Contractor and the Authority to discuss the Claim. The Authority shall render its decision regarding the Claim in writing within sixty (60) Days of the receipt of the complete supporting documentation or within sixty (60) Days of any meeting with the Contractor and the Authority, whichever is later. This time limit may be extended by mutual agreement of the Parties or by the Authority, when additional time is required by the Authority to properly review and respond to the Claim. The Contractor, within fifteen (15) Days of the receipt of the decision by the Authority, shall accept or reject the Authority's decision in writing. If the Contractor neither accepts nor rejects in writing the Authority's decision within fifteen (15) Days, the Claim will be considered withdrawn from the administrative process and there will be no further administrative remedy available to the Contractor for the subject Claim.

7.6 **Step Two: Non-Binding Mediation.** If the Contractor rejects in writing the decision of the Authority, there is no further automatic administrative review of the Claim. Within fifteen

(15) Days after issuance of the Authority's decision, the Contractor may request in writing that any or all outstanding Claims, which include any or all Claims that have been processed through Step One of the Claim resolution process, and that were neither withdrawn nor considered withdrawn from the process be submitted to Step Two and proceed to non-binding mediation. Such request shall be sent to the Authority. No Claim will proceed automatically to Step Two and the Contractor must make a specific written request that the Claim be elevated to Step Two for review. The cost of non-binding mediation shall be shared equally by the Contractor and the Authority. The mediator shall be selected by the Authority, with the concurrence of the Contractor. The rules for the mediation shall be agreed to by the Authority, the Contractor and the mediator prior to the start of the mediation. If the Parties fail to agree on the rules for the non-binding mediation, the mediation will not proceed and Step Two review will be deemed completed.

## **8.0 REPRESENTATIONS**

The Contractor hereby represents as follows:

- 8.1** The Contractor is financially solvent, able to pay its debts as they become due and possessed of sufficient working capital to complete the services required and perform its obligations under this Agreement.
- 8.2** The Contractor is able to furnish the workplace, tools, materials, supplies, equipment and labor necessary to complete the Services and perform all of its obligations under the Contractual Documents, and has sufficient experience and competence to do so.
- 8.3** The Contractor is authorized to do business in the State of New Jersey and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and the Services it will be performing.
- 8.4** The Contractor's execution of and performance under this Agreement are within its duly authorized powers.
- 8.5** The Contractor certifies that it has satisfied itself, from its own investigation, of the conditions to be met, and that it fully understands its obligations and agrees that it will not make any Claim for, or have right to, cancellation or relief from the Contractual Documents without penalty because of its misunderstanding or lack of information.
- 8.6** The Contractor certifies that all representations made by it in any of the Contractual Documents are true, subject to penalty of law. The Contractor understands and agrees that its knowing or intentional violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact may be cause for termination of this Agreement. The Contractor understands and agrees that the Contractor's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact shall serve as a legal bar to the Contractor's enforcement of its rights under the Contractual Documents, including any and all Claims at law or equity.
- 8.7** The Contractor and any firm it has subcontracted has provided to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to L. 2001, c. 134, as set forth in Appendix E, and the Contractor shall not enter into any subcontract

with a firm that has not provided it and the Authority with proof of such valid business registration.

## **9.0 AUTHORITY'S RIGHTS AND RESPONSIBILITIES**

### **9.1 Authority's Rights**

- 9.1.1 The Authority shall have the right to perform Services and to award contracts in connection with same that are not part of the Contractor's responsibilities under this Agreement.
- 9.1.2 The Authority shall have the right, in its sole discretion, to accept or reject personnel provided by the Contractor. The Contractor shall make a timely and prompt resubmittal to provide other personnel to replace any that are rejected by the Authority, both at the initial submittal or upon any subsequent rejection or substitution of personnel.
- 9.1.3 The Authority shall have the right to establish and maintain a Contractor Performance Evaluation Policy and Procedure. The Contractor's performance under this Agreement shall be evaluated by the Authority and shall be a factor used in the technical scoring of the Contractor with respect to any future submission by the Contractor in response to a Request for Proposals by the Authority. This evaluation shall consider, among other things, the Contractor's ability to provide all required Services.
- 9.1.4 The Authority's approval, acceptance, use of or payment for all or any part of Contractor's Services hereunder shall in no way alter the Contractor's obligations hereunder.
- 9.1.5 The Authority and the State Police reserve the right to audit the records of the Contractor and its Subcontractors in connection with all matters related to the Contractual Documents. If, as a result of such audit, the Contractor is discovered for any reason to owe any money or refund to the Authority, the Authority may reduce the Contractor's invoice amount to an amount considered commensurate with the actual services provided.
- 9.1.6 The Authority and their agents have the right to request, and the Contractor agrees to furnish free of charge, all information and copies of all records, documents or books relating to the provision of Service, which the Authority, or their agents may request. The Contractor shall allow representatives of the Authority and their agent(s) to visit the office(s) of the Contractor periodically, upon reasonable notice, in order to review any information, records, documents or books related to the Contractual Documents or to otherwise monitor any Services being performed.

### **9.2 Authority's Responsibilities**

The Authority shall, on a timely basis, provide the Contractor with such information in its possession and/or control as may reasonably be necessary for the performance of the Services within the agreed upon time frame.

## **10.0 MISCELLANEOUS**

- 10.1 Notices.** All notices or other communications required under this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid or by FedEx or similar guaranteed

overnight courier and shall be deemed to have been given on the Day after depositing in the mail or with such overnight courier. Notices shall be addressed as directed in Appendix A (Special Conditions). Electronic transmission of information may be required, as may be set forth in the Scope of Services.

**10.2 Incorporation by Reference.** This Agreement incorporates by reference, as if set forth herein, all of the Contractual Documents in their entirety, including but not limited to this Agreement and its appendices; the Request for Proposals and the responses thereto; and any Amendments and any addenda.

**10.3 Conflict in Terms.** In the event of a conflict in terms among the Contractual Documents, the following order shall prevail for purposes of interpretation:

- 10.3.1 Appendix A (Special Conditions)
- 10.3.2 Appendix B (Scope of Services)
- 10.3.3 Agreement (excluding Appendices)
- 10.3.4 Proposals

**10.4 No Waiver of Warranties or Legal/Equitable Remedies.** Nothing in the Contractual Documents shall be construed to be a waiver by the Authority of any warranty, expressed or implied, or any remedies at law or equity, except as specifically and expressly stated in a writing executed by the Authority.

**10.5 Procedural Requirements.** The Contractor shall comply with all written procedural instructions that may be issued from time to time by the Authority.

**10.6 Governing Law.** This Agreement and all other Contractual Documents, and any and all litigation arising therefrom or related thereto, shall be governed by the applicable laws, regulations and rules of the State of New Jersey without reference to conflict-of-laws principles.

**10.7 Time of the Essence.** All time limits as stated in the Contractual Documents are of the essence.

**10.8 Entire Agreement and Amendments.** This Agreement and the other Contractual Documents represent the entire and integrated agreement between the Contractor and the Authority and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement and all other Contractual Documents may be amended only by written instrument signed by both the Contractor and the Authority. Should the Contractor at any time find existing conditions that would make modification in requirements desirable, it shall promptly report such matters to the Authority for consideration.

**10.9 Severability.** In the event that any provision of any Contractual Document shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

**10.10 Waiver of Breach.** In the event that any provision of any Contractual Document should be breached by any party and thereafter waived by any party, such waiver shall be limited to the particular breach so waived by any party and shall not be deemed to waive any other breach. Any consent by the Authority to a delay in Contractor's performance of any obligation shall apply only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction. And any

delay in the Authority's enforcement of any remedy in the event of a breach by the Contractor of any term or condition of the Contractual Documents or any delay in the Authority's exercise of any right under the Contractual Documents shall not be construed as a waiver.

**10.11 Execution in Counterparts.** This Agreement and any other Contractual Document, where applicable, may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**10.12 Office of Fiscal Integrity.** The State Police (or its agents) may, at its discretion, investigate, examine and inspect the activities of the Contractor and all other parties involved with the Services. The State Police (or its agents) may require the Contractor or any other party involved with the Services to submit duly verified reports, which shall include such information and be in such form as the NJ State Police (or its agents) may require. In addition to the foregoing, the State Police (or its agents) may investigate, examine, inspect, or audit in any manner and at such times as the State Police deems necessary. The Contractor shall include in any and all contracts with Subcontractors a provision requiring such Subcontractors to permit the NJ State Police (or its agents), in its discretion, to investigate, examine, inspect or audit in any manner and at such times as the NJ State Police (or its agents) deems necessary.



**APPENDIX A**

**SPECIAL CONDITIONS**

A.1 Notices shall be addressed as follows:

Authority: New Jersey Schools Development Authority  
1 West State Street  
Trenton, NJ 08625  
Attention: Joseph Tate

Contractor:

## APPENDIX B

### SCOPE OF SERVICES

- 1) **Location**
  - a) New Jersey Schools Development Authority 1 West State Street Trenton, New Jersey 08625
- 2) **Cleaning Areas by floors**
  - a) Main lobby including Board Room
    - i) 3100 square feet
    - ii) 2 Elevators
    - iii) 2 Bathroom
    - iv) 1 Kitchen area
    - v) Glass doors
  - b) 2nd floor
    - i) 11,882 sq feet
    - ii) 2 bathrooms
    - iii) 1 kitchen area
    - iv) Foyer
  - c) 3rd floor
    - i) 11,283 sq feet
    - ii) 2 bathrooms
    - iii) 1 kitchen area
    - iv) Foyer
  - d) 4th floor
    - i) 11,646 sq feet
    - ii) 2 bathrooms
    - iii) 1 kitchen area
    - iv) Foyer
  - e) 5 th floor
    - i) 10,915 sq feet
    - ii) 2 bathrooms
    - iii) 1 kitchen area
    - iv) Foyer
  - f) 6th floor
    - i) 12,287 sq feet
    - ii) 4 bathrooms
    - iii) 2 kitchen area
    - iv) Foyer
    - v) Includes 6th Mezzanine
  - g) Upper and Lower Back Mezzanine
    - i) 7045 sq feet
    - ii) 2 bathrooms
    - iii) 2 kitchen area
    - iv) Foyer
    - v) Back Elevator

### Square Footage Area

NJSDA makes no representations, guarantees or warranties that the square foot measurements or other information as appears above are accurate or complete. They are the NJSDA's best estimate. Bidders can verify the estimates at their own expense. Accordingly, NJSDA shall not create or be deemed to create any obligation or liability upon itself with the bidder(s) for any reason whatsoever and each bidder, by submitting a bid proposal to this RFP, expressly agrees to this understanding and shall not hold NJSDA liable or responsible therefore. No price adjustments can or will be made by NJSDA as a result of any bidder's lack of information or awareness of the actual square footage to be cleaned under this contract.

### Office Space General Description

This includes all offices, hallways, foyers, stairways, closets, meeting rooms, conference rooms, lounges, elevators, lobbies, foyers, stairwells, copy rooms, storage rooms and all rest rooms.

## Cleaning Standards

The contractor must provide cleaning as thoroughly and frequently as specified to meet the quality standard in this RFP. Performance ratings will be based on actual results. Failure to meet the level of cleanliness standards shall lead to formal complaints and possibly cancellation of the contract.

### Minimum acceptable standards:

#### **a) Clean, Dust or Damp Wipe:**

- i) Free of dust, dirt, wax build up, smudges, marks, spots, stains, or film.
- ii) Thoroughly cleaned and dusted from the complete surface from corner to corner and including corners, edges, sides, top, bottom of the surfaces, molding, crevices, ledges and any hardware attached.
- iii) Free from spots, smudges, stains, watermarks and rings. No dust streaks.
- iv) Damp wiping must be dried to provide a uniform appearance.
- v) Wipe Dry: Drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance.

#### **b) Sweeping and Damp Mopping:**

- i) All floors shall be cleaned and free of dirt from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors.
- ii) No dirt shall be left on landings, on stair treads or on carpet and flooring adjacent to the area being swept and/or mopped.
- iii) There shall be no trash or foreign matter under floor mats, desks, tables, chairs or receptacles.
- iv) Gum, scuffs and other matter is to be removed by spot cleaning.

#### **c) Sweeping and Scrubbing**

- i) The floors, stairs and landing shall be properly prepared, thoroughly swept, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors.
- ii) Clean and free of dirt and debris, no water streaks, no mop marks, no gum, tar or other substances on the floor surface.

- iii) Scrubbing shall be performed. Edges, corners, and stair treads must be clean and free of dirt.
  - iv) Debris and build up, hand scrubbing may be required.
  - v) Stair treads must be free of any wax, treads cannot be slippery. Properly rinsed and dry mopped to present an overall appearance of cleanliness.
  - vi) Special attention shall be given to floors in restrooms near urinals and commodes for elimination of odors and stains. Appearance shall be uniformly clean.
- d) Vacuum:**
- i) Thoroughly clean dust and dirt from complete carpet or fabric partitions, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors.
  - ii) Normal daily-- back pack vacuum ok
  - iii) Bi-Weekly— Thoroughly brush vacuum all carpets.
- e) Metal Polishing:**
- i) Metal polishing may be performed by damp-wiping and drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance.
  - ii) However, if a uniform polished appearance is not produced, the appropriate metal polish must be used for the type of metal surface based on the manufacturer's recommendations and industry standards.
- f) Sinks, Urinals and Toilets:**
- i) Inside of stalls, bowls and urinals, outside, top, bottom (underside) and sides of fixtures including all hardware shall be clean and free of dirt, mold, mildew, streaks, stains or any buildup of matter.
  - ii) Free of odor.
- g) Window Washing and Glass Cleaning:**
- i) All glass shall be clean and free of dirt, grime, streaks, tape, sticky substance, cobwebs, excessive moisture, smudges and prints.
  - ii) Glass shall not be cloudy. Surrounding walls, woodwork and trim shall be thoroughly wiped free of drippings and other watermarks.
- h) Spot Cleaning:**
- i) All walls, floors, carpet, furniture, fabric and metal partitions are to be free of marks, stains, spots, spills, smudges, gum, tar and other foreign matter.
  - ii) Cleaned area must blend into surrounding area.
- i) Floor Buffing:**
- i) Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, scuff marks, gum, tar, and other foreign matter.
  - ii) Floor should be buffed to a uniform shine.
- j) Cleaning Blinds:**
- i) All blinds are to be free of all dirt, debris, smudges, stains and streaks. Cords and ropes are to be clean and free of all dirt, debris, smudges and stains.
- k) Computer and other electronic/electric office equipment:**
- i) Must be dusted with a feather duster only. The contractor must NOT clean PC's, computer equipment with cloth, paper towels or liquid sprays, oils, water etc. of any kind.
- l) Ceiling Diffusers:**
- i) Thoroughly vacuum with HEPA vacuum and wet wipe to remove all debris.

- m) **Tasks NOT Included:** Maintenance tasks that are not part of the scope of work in this RFP include the following:
- i) . Cleaning acoustical ceiling tiles and tile tracks.
  - ii) Cleaning of electronic and electric office equipment (dust only) .

### **NJSDA Minimal Daily and Weekly Standards**

#### **1. Restrooms**

##### **a. Frequency – Daily**

- i. Scour and scrub toilet and urinal with fresh solution of germicidal cleaner.
- ii. Scour and scrub sinks with fresh solution of germicidal cleaner.
- iii. Sweep and wash all floors with fresh solution of germicidal cleaner.
- iv. Wash and polish mirrors.
- v. Fill all dispensers for paper, soap and personal products.
- vi. Spot clean all walls and partitions. Clean all spots and marks.
- vii. Remove all trash. Damp-wipe or, if needed wash receptacles with a fresh solution of germicidal cleaner and wipe dry. Replace all used liners with replacement trash liners. Ensure no odor and clean appearance.

##### **b. Weekly—**

- i. Mopping and scrub floor

#### **2. Kitchens**

##### **a. Frequency – Daily**

- i. Scour and scrub sink with disinfectant cleanser.
- ii. Scrub counter tops with disinfectant cleaner.
- iii. Sweep and then damp mop all vinyl and tile floors with disinfectant cleaner.
- iv. Damp wipe and spot clean the walls, cabinets, exterior of refrigerators.
- v. Clean coffee pots and all other appliances.

##### **b. Weekly—**

- i. Refrigerators interiors damp wiped with disinfectant
- ii. Mopping and scrub floor

#### **3. Office & Cubes**

##### **a. Frequency – Daily**

- i. Dust all wood, vinyl and plastic furniture, lamps and accessories. All open spaces on desks and conference tables are to be thoroughly cleaned using a cloth to wipe clean all dust. Marks and rings shall be cleaned with a water dampened cloth. (no chemically treated cloths allowed).
- ii. Damp wipe all horizontal surfaces, ledges and windowsills. Dust all office equipment. No cloth dusting allowed on equipment.
- iii. Vacuum all carpet, floor mats, baseboards, edges, chairs, fabric furniture and under desks. Backpack vacuum can be used for daily use.

##### **b. Bi-Weekly—**

- i. Thoroughly brush vacuum all carpets.

#### **4. Common Areas, lobby**

**a. Frequency – Daily**

- i. Dust and damp mop all non-carpeted floors. Spot scrub marks and stains.
- ii. Sweep and damp-mop non-carpeted stairways and landings and vacuum carpeted stairways and landings. Dust all railings, ledges and doors.
- iii. Dust and clean all glass, mirror, metal surfaces and railings.

**b. Bi-Weekly—**

- iv. Thoroughly brush vacuum all carpets.

**5. Waste and Recycle Cans**

**a. Frequency – Daily**

- i. Remove all trash from trash receptacles. Damp wipe all wastebaskets and receptacles and then replace liners.
- ii. Wash trash receptacles as needed to ensure no odor and a clean appearance. Trash is to be moved to the appropriate dumpster by the end of each cleaning shift.
- iii. Recycle materials (bottles, cans, cardboard, plastics and mixed paper) are to be placed in appropriate hampers and dumpsters.
- iv. Recycling receptacles are to be washed as needed to ensure no odor and a clean appearance.

**6. Elevators**

**a. Frequency – Daily**

- i. Damp wipe elevator door, walls and ceilings.
- ii. Vacuum elevator floors. Polish Brass.

**Semiannual Tasks – Defined**

**a) Rest Rooms**

- i. Scour and scrub the entire sink, seat, toilet and urinal, toilet partitions, tiles and dispensers with scented germicidal cleaner unless otherwise advised by NJSDA Contract Manager.
- ii. Sweep and then machine scrub the entire floor. Rinse thoroughly and wash with disinfectant and germicidal cleaner.
- iii. Scour and scrub all baseboards, edges of floors and stalls.
- iv. Scour and scrub all vents.
- v. Wash all lighting shields. Damp wipe all lighting fixtures.
- vi. Clean and polish all- metal kick plates, railings, hinges, latches, hooks, handles and shelves.
- vii. Wash all vinyl furniture with disinfectant cleaner.
- viii. Scrub all trash and waste receptacles with disinfectant and deodorizing cleaner.
- ix. Clean all ceiling and wall diffusers with a HEPA vacuum.

**b) Office/Cubes**

- i. Dry extract carpets in high traffic, track off and funnel areas. Treat with stain repellent.
- ii. Clean all vinyl and rubber backed floor mats using detergent and -a hot water extraction device.

- iii. Clean polish and shine all metal and wood surfaces.
- iv. Vacuum and damp wipe all light shields in the main hallways and meeting rooms.
- c) **Stairways, risers and landings**
  - i. Scrub stairways, risers and landings. Remove dirt and wax build up along edges.
- d) **Ceiling and wall diffusers**
  - i. Clean all ceiling and wall diffusers with a HEPA vacuum.
- e) **VCT**
  - i. Strip non-carpeted floors and floor finish using the methods and materials as specified in the manufacturer's recommended maintenance instructions. Clean residue from walls, kick plates, edges and baseboards. Contractor is to supply materials. NJSDA Contract Manager will supply the manufacturer's directions if available. Manufacturer's directions must be followed exactly if supplied.
  - ii. All other non-carpeted floors without specific instructions, shall be stripped, use wet dry vac to remove stripping, rinsed twice, sealed and apply four coats of high quality non-slip floor finish. The floors shall be buffed to a uniform luster. Clean residue from walls, kick plates, edges and baseboards.

#### **Additional expectations**

#### **Overview**

The contractor will have direct responsibility for the completion and quality of all janitorial services. The contractor may provide janitorial services directly with his own staff or may subcontract these services to qualified firms after obtaining express written authorization from the NJSDA; specifically NJSDA Contract Management.

#### **a) Contractor Responsibility**

- i. The contractor is solely responsible for the provision of all management personnel, supervisors, labor, equipment, materials and supplies necessary to complete the required work.
- ii. The contractor must perform all tasks in strict accordance with the tasks and frequency descriptions as noted with this RFP.
- iii. All tasks must be performed in accordance with all applicable RFP requirements. Failure to satisfactorily -perform any tasks in accordance with the RFP provisions and/or at the frequency specified will subject the contractor to formal complaint process and possible cancellation of the contract.

#### **b) Cleaning Related Requirements**

- i. The contractor must furnish all necessary supervision, labor and personnel, cleaning equipment, materials and supplies required to provide janitorial services as described in the RFP.
- ii. The contractor personnel must be physically able to do their assigned work. NJSDA shall require the contractor to remove employees who are found to be incompetent, excessively tardy/absent or who abuse NJSDA property in any way.
- iii. All personnel must be capable employees who are thoroughly trained and qualified to do the work assigned to them.

#### **c) Janitorial Supplies**

- i. The contractor must supply all janitorial supplies, including all paper products; toilet tissue, hand towels, hand soap, plastic wastebasket and trash can liners, toilet seat covers- and sanitary napkin liners.
- ii. Contractor must supply and maintain all dispensers in good working order. When dispensers become damaged or missing, the contractor shall supply a new dispenser if approved by NJSDA Contract Manager.
- iii. Contractor will provide a high quality of environmentally friendly janitorial supplies to NJSDA buildings.

**d) Working Supervisor**

- i. The contractor shall designate one employee as the working supervisor for daily cleaning shifts. This employee will be the principal crew chief with full responsibility for directing the entire custodial crew working at the building

**e) NJSDA Cleaning Communication Log**

- i. A communication binder will be setup to assist the NJSDA Facilities staff and the contractor communicates an issues or special tasks needed or done.
- ii. The Working Supervisor will be required to daily check the binder for NJSDA comment and to document special task/weekly/semi-annual task completed.
- iii. A copy of the NJSDA Cleaning Communication Log is on ~~pages 10-12~~.

**f) Recycling**

- i. NJSDA enthusiastically support and participates with the New Jersey Mandatory Source Separation and Recycling Act as well as Executive Order No. 11. The successful Management Firm will assist the NJSDA in complying with the energy efficiency practice requirements of Executive Order No. 11.
- ii. The Management Firm will submit a report to NJSDA every six (6) months outlining the types, volume and dollar amounts of recycled products, energy efficient products, renewable energy products, low toxicity products and alternatives to products that contain PBTs, and other products manufactured through environmentally sustainable methods purchased during the previous six months.
- iii. Contractor must empty recycling container(s) in the proper recycling hamper(s) or storage bin(s) on a daily basis.
- iv. Cardboard boxes are to be flattened and placed in designated containers.
- i. Contractor must empty commingled (cans & bottles) recyclables in designated container located outside of the building.

**g) Trash and recycling containers**

- i. Collected trash and recycling containers will not be allowed to accumulate in public areas of the building.

**h) Holidays**

- i. The following holidays will be observed for the contractor:
  - New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day



- ii. In addition to the holidays listed above, NJSDA employees usually do not occupy the buildings on the following State Holidays. These days can be considered for annual and semi-annual task work to be performed by the contractor under the contract. Advance arrangements are required for security and building access:

Martin Luther King, Jr. Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Columbus Day

General Election Day

Veterans Day

Special Events

From time to time, at the request of NJSDA, the contractor may be required to adjust the sequence of the daily cleaning schedule to accommodate special events and unusual work hours.

#### **Security Requirements**

- i. NJSDA reserves the right to ban any person from entering NJSDA facilities during hours that the facility is closed for normal business. Any cleaning personnel banned from a NJSDA facility shall be banned from all State facilities.
- ii. The contractor's working supervisor shall be present on any NJSDA occupied floor that has janitorial cleaning personnel present. This supervisor shall continually monitor personnel to make certain that the cleaning personnel do not enter, tamper, disturb, sit at, or remove, any items from desk drawers, desktops, cabinets, shelves, files, or any area that janitorial personnel are not specifically assigned to clean.
- iii. Working supervisor shall also make certain that cleaning personnel do not use any telephones or office equipment that is not specifically provided for their use. The contractor's working supervisor must report any violations of these provisions within twenty-four (24) hours of the discovery. The report shall include the name of the person implicated, a detailed account of the incident, where the incident occurred and the name of the supervisor. Any recovered items suspected of being stolen from NJSDA shall be submitted with the report.
- iv. The working supervisor shall actively and directly monitor and supervising the janitorial staff to assure that all prescribed tasks are completed in an acceptable manner.
- v. The contractor shall be responsible for any thefts, damage or telephone calls that are proven to be attributed to the contractor's personnel.
- vi. The contractor's personnel shall take their breaks in the cafeteria or assigned break area only. No food or drink shall be consumed in any State work area by cleaning personnel.
- vii. All contractor personnel assigned to NJSDA facilities shall wear a uniform supplied by the contractor bearing the contractor's logo or other company identification.
- viii. Any contractor's employee reporting to work without a uniform and company identification badge will not be permitted to remain in the building.
- ix. All contractor's personnel assigned to NJSDA shall wear uniforms of the same color and design. The company's name must be visible at all times.
- x. All contractor's personnel shall wear a laminated picture identification on their uniform issued by the contractor. The identification shall clearly display the individual's first and last names, printed in block letters underneath the picture. The contractor's logo shall also appear on the picture side

- of the card. The individual's date of birth, identification number, and signature shall be included on the back of the identification card.
- xi. The contractor's personnel arriving for work shall not carry purses, packages, or any containers that could be used to conceal any NJSDA property beyond the confines of the break area and rest rooms.
  - xii. A working supervisor may, in the presence of the NJSDA security guard, examine all items removed from NJSDA facility by the contractor's personnel upon request.
  - xiii. Access to NJSDA facilities shall be controlled by NJSDA security systems and processes.
  - xiv. The contractor's personnel shall not prop open any doors, or otherwise compromise fire safety or security, to facilitate entry and egress for trash removal or any other purposes.
  - xv. Applications for employment for cleaning positions shall not be accepted, and prospective employee interviews shall not be conducted in State facilities.
  - xvi. NJSDA reserves the right to terminate the contract with the contractor at any time due to breaches in security caused by the contractor's personnel.
  - xvii. The contractor's personnel must observe all regulations in effect at NJSDA, While on NJSDA property; employees are subject to the control of NJSDA.
  - xviii. Under no circumstances will the contractor or his personnel represent themselves as employees of NJSDA.
  - xix. The contractor must supply and maintain a current list of all employees used on the contract. It must include the employee's full name, date of birth and social security number. When new personnel are assigned this information must be given to NJSDA Operation Management immediately and clearly identified as an update to the initial list.
  - xx. The contractor shall provide and maintain sign-in time sheets for each Employee. Employees shall sign-in every time they enter the building and sign out each time they leave.
  - xxi. The contractor is fully responsible for the conduct of their employees on NJSDA premises. If there is any need for intervention by NJSDA supervisory personnel because of behavior / security breaches or general misconduct / the contractor shall immediately remove the employee from the premises and replace this employee on a permanent basis. Further occurrences will result in termination of the contract.
  - xxii. All security procedures established by NJSDA must be observed by the contractor and contractor's personnel.

NJSDA Cleaning Communication Log

DATE \_\_\_\_\_

Supervisor \_\_\_\_\_

6M

Rest Rooms	Cleaner _____	SDA _____
Kitchen, Counter	Cleaner _____	SDA _____
Office & Cubes	Cleaner _____	SDA _____
Common Areas, lobby, Waste and Recycle Cans	Cleaner _____	SDA _____
<b>SPECIAL TASK DONE</b>		<b>SDA COMMENTS/REQUESTS</b>

_____	_____
_____	_____
_____	_____
_____	_____

6<sup>th</sup> Floor

Rest Rooms	Cleaner _____	SDA _____
Kitchen, Counter	Cleaner _____	SDA _____
Office & Cubes	Cleaner _____	SDA _____
Common Areas, lobby, Waste and Recycle Cans	Cleaner _____	SDA _____
<b>SPECIAL TASK DONE</b>		<b>SDA COMMENTS/REQUESTS</b>

_____	_____
_____	_____
_____	_____
_____	_____

5<sup>th</sup> Floor

Rest Rooms	Cleaner _____	SDA _____
Kitchen, Counter	Cleaner _____	SDA _____
Office & Cubes	Cleaner _____	SDA _____
Common Areas, lobby, Waste and Recycle Cans	Cleaner _____	SDA _____
<b>SPECIAL TASK DONE</b>		<b>SDA COMMENTS/REQUESTS</b>

_____	_____
_____	_____
_____	_____
_____	_____

4<sup>th</sup> Floor

Rest Rooms	Cleaner _____	SDA _____
Kitchen, Counter	Cleaner _____	SDA _____
Office & Cubes	Cleaner _____	SDA _____
Common Areas, lobby, Waste and Recycle Cans	Cleaner _____	SDA _____
<b>SPECIAL TASK DONE</b>		<b>SDA COMMENTS/REQUESTS</b>

_____	_____
_____	_____
_____	_____
_____	_____

**3<sup>rd</sup> Floor**

<b>Rest Rooms</b>	Cleaner _____	SDA _____
<b>Kitchen, Counter</b>	Cleaner _____	SDA _____
<b>Office &amp; Cubes</b>	Cleaner _____	SDA _____
<b>Common Areas, lobby,</b>	Cleaner _____	SDA _____
<b>Waste and Recycle Cans</b>	Cleaner _____	SDA _____

**SPECIAL TASK DONE**

**SDA COMMENTS/REQUESTS**

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**2<sup>nd</sup> Floor**

<b>Rest Rooms</b>	Cleaner _____	SDA _____
<b>Kitchen, Counter</b>	Cleaner _____	SDA _____
<b>Office &amp; Cubes</b>	Cleaner _____	SDA _____
<b>Common Areas, lobby,</b>	Cleaner _____	SDA _____
<b>Waste and Recycle Cans</b>	Cleaner _____	SDA _____

**SPECIAL TASK DONE**

**SDA COMMENTS/REQUESTS**

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**UPPER MEZZ**

<b>Rest Rooms</b>	Cleaner _____	SDA _____
<b>Kitchen, Counter</b>	Cleaner _____	SDA _____
<b>Office &amp; Cubes</b>	Cleaner _____	SDA _____
<b>Common Areas, lobby,</b>	Cleaner _____	SDA _____
<b>Waste and Recycle Cans</b>	Cleaner _____	SDA _____

**SPECIAL TASK DONE**

**SDA COMMENTS/REQUESTS**

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**LOWER MEZZ (HR)**

<b>Rest Rooms</b>	Cleaner _____	SDA _____
<b>Kitchen, Counter</b>	Cleaner _____	SDA _____
<b>Office &amp; Cubes</b>	Cleaner _____	SDA _____
<b>Common Areas, lobby,</b>	Cleaner _____	SDA _____
<b>Waste and Recycle Cans</b>	Cleaner _____	SDA _____

**SPECIAL TASK DONE**

**SDA COMMENTS/REQUESTS**

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**1<sup>st</sup> Floor**

<b>Rest Rooms</b>	<b>Cleaner</b> _____	<b>SDA</b> _____
<b>Kitchen, Counter</b>	<b>Cleaner</b> _____	<b>SDA</b> _____
<b>Office &amp; Cubes</b>	<b>Cleaner</b> _____	<b>SDA</b> _____
<b>Common Areas, lobby,</b>	<b>Cleaner</b> _____	<b>SDA</b> _____
<b>Waste and Recycle Cans</b>	<b>Cleaner</b> _____	<b>SDA</b> _____
<b>Elevators</b>	<b>Cleaner</b> _____	<b>SDA</b> _____

**SPECIAL TASK DONE**

**SDA COMMENTS/REQUESTS**

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**APPENDIX C**

**COMPENSATION – FEE PROPOSAL**

*{See Attached Sheets}*



filed by the Contractor with the Authority.

- D. The Contractor certifies that, if applicable, any change in the information provided by the Contractor in its prequalification application currently on file with the Authority will be immediately reported to the Authority.
- E. The Contractor certifies that, if applicable, it shall immediately notify the Authority and the State Police if any director, partner, officer, employee of the Contractor or any shareholder owning 5% or more of the Contractor's stock:
  - 1. Is the subject of investigation involving any violation of criminal law or other federal, state, or local law or regulation by any governmental agency; or
  - 2. Is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
  - 3. Is convicted of any crime under state or federal law, or of any disorderly persons offense or misdemeanor involving a business-related offense.
- F. The Contractor hereby waives any objection it might otherwise raise permitting the State Police to investigate, examine and inspect all activities related to the Agreement pursuant to Public Law 2000, Chapter 72, Section 70, as amended. The Contractor further releases and holds harmless the State Police, the Authority, and the State of New Jersey. All statements contained in the Contractor's Technical Proposal and Fee Proposal and in this waiver and consent are true and correct, and made with full knowledge that the Authority and the State of New Jersey rely upon the truth of the statements contained in this affidavit in awarding the Agreement.

Sworn and subscribed to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Notary Public of

\_\_\_\_\_  
Print Name of Principal

My commission expires: \_\_\_\_\_, 20\_\_.





(NO COLLUSION)

I SWEAR AND AFFIRM that the Contractor has not directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the Program; that the prices in the Fee Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition; that the prices have not been knowingly disclosed directly or indirectly by the Contractor to any other firm submitting a Proposal, unless otherwise required by law; that no attempt has been made by the Contractor to induce any other person or business entity to submit or not submit a Proposal for the purpose of restricting competition; AND

(NO DISCRIMINATION)

I SWEAR AND AFFIRM that the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, gender or sexual orientation and has complied and will continue to comply with all State and Federal laws and Executive Orders respecting non-discrimination; AND

(PREVAILING WAGE)

If applicable, I SWEAR AND AFFIRM that the Contractor shall or has complied with the New Jersey Contractor Registration Act, Public Laws 1999, Chapter 238 and the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, with respect to the Program and any contracts related to school construction entered into on behalf of the State of New Jersey, except those contracts not within the contemplation of these acts; AND

I SWEAR AND AFFIRM that all statements contained in the Contractor's Technical Proposal and Fee Proposal and this Affidavit are true and correct; and all such statements have been made with full knowledge that the Authority and the State of New Jersey rely upon the truth of the statements contained in this Affidavit in awarding the Agreement.

Sworn and subscribed to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Notary Public of

\_\_\_\_\_  
Print Name of Principal

My commission expires: \_\_\_\_\_, 20\_\_.

**APPENDIX E**

**INSURANCE CERTIFICATE(S)**

*{See Attached Sheets}*

**APPENDIX F**

**OTHER DOCUMENTATION**

*{See Attached Sheets}*

- 1. BUSINESS REGISTRATION**
- 2. PL 2005, CHAPTER 51 APPROVAL**
- 3. EO129 CERTIFICATION**

**ATTACHMENT B**

**FEE PROPOSAL FORM**

**JANITORIAL SERVICES**

Lump Sum Monthly Charge (months 1 through 24)      \$ \_\_\_\_\_

Lump Sum Monthly Charge (months 25 through 36)      \$ \_\_\_\_\_

Please note that the lump sum amount shall include all costs the Contractor intends to recoup through compensation under the Agreement, including, but not necessarily limited to, the following: equipment, supplies, employee base salary and vacation, holiday, other leave pay, social security contributions, unemployment taxes, workers' compensation, travel expenses, and any other fringe benefits, payroll burden, and per diem, as well as an appropriately proportionate amount of company overhead and profit.

I am duly authorized to sign this Price Proposal on behalf of the named firm.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C**

**MORAL INTEGRITY QUESTIONNAIRE**

<b>NEW JERSEY STATE POLICE/SDA QUESTIONNAIRE          NEW JERSEY SCHOOL DEVELOPMENT AUTHORITY          PROCUREMENT &amp; CONTRACT SERVICES          1 WEST STATE STREET, P.O. BOX 991          TRENTON, N.J. 08625-0991</b>		
<b><u>CHECK ALL THAT APPLY:</u></b> <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> VENDOR/SUPPLIER	<b>CHECK ONE:</b> <input type="checkbox"/> INITIAL <input type="checkbox"/> RENEWAL	<b><u>FEDERAL TAX ID #</u></b> _____
<b>BUSINESS LEGAL NAME AND ADDRESS:</b>           <b>“DOING BUSINESS AS” NAME(S):</b>	<b><u>TELEPHONE #</u></b>  _____	<b>DUNS # (if known)</b>  _____
	<b><u>FAX #</u></b>  _____	<b>TYPE OF BUSINESS:</b> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> L.L.C. <input type="checkbox"/> OTHER (SPECIFY) _____
	<b><u>E-MAIL ADDRESS</u></b>  _____	
	<b><u>WEB ADDRESS</u></b>  _____	
<b>If the books and accounts of the Applicant Business Concern are not at the above address, disclose the address of the location where the books and accounts are kept:</b>	<b>NEW JERSEY COMMERCE &amp; ECONOMIC GROWTH COMMISSION</b> <input type="checkbox"/> SBE REGISTRATION (Attach copy) <input type="checkbox"/> MBE REGISTRATION (Attach copy) <input type="checkbox"/> WBE REGISTRATION (Attach copy)	

**CONTACT PERSON**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

NOTE: Accurate, truthful and complete information will help speed the review of your questionnaire and expedite action on your Business Concern's application to be FISC Bureau approved. If there is not enough space on this form to give a complete answer, attach additional sheets of paper. Please be sure that each additional sheet includes the Applicant Business Concern's name and Federal Tax ID Number to identify the page as yours and that you clearly identify the question you are answering. This application will not be sufficient to merit prequalification if you fail to provide additional information if requested to resolve questions about any of the disclosures made in this questionnaire.

**FOR CORPORATIONS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS ONLY**

Name of Registered Agent in New Jersey: \_\_\_\_\_

Address of Registered Office in New Jersey: \_\_\_\_\_

If the Applicant Business Concern is a corporation, provide the following:

Date Incorporated: \_\_\_\_\_ State in which incorporated: \_\_\_\_\_

NJ Corporate ID: \_\_\_\_\_

IF NOT A N.J. CORPORATION, SUBMIT A COPY OF THE CERTIFICATE OF AUTHORITY TO PERFORM WORK IN N.J. AS ISSUED BY THE N.J. DEPARTMENT OF THE TREASURY, DIVISION OF REVENUE, COMMERCIAL RECORDING.

1. How long has the Applicant Business Concern done business under its present name? \_\_\_\_\_ years
2. List each other name the Applicant Business Concern has done business under in the past ten (10) years:  
D/b/a: \_\_\_\_\_ Dates Name  
Used: \_\_\_\_\_  
D/b/a: \_\_\_\_\_ Dates Name  
Used: \_\_\_\_\_  
D/b/a: \_\_\_\_\_ Dates Name  
Used: \_\_\_\_\_

3. At any time during the past five (5) years, has the Applicant Business Concern shared office space, warehouse space, yard, plant or shop facilities, staff, equipment, telecommunications or other assets with any other business concern? (If yes, disclose the name of the other business concern and provide a description of the sharing arrangement, including the location of the facilities.)  
 Yes       No

**DISCLOSURE OF OWNERS AND KEY PERSONS**

“Key Person” means any individual employed by the Applicant Business Concern in a supervisory capacity or empowered to make discretionary decisions with respect to bids and/or contracts within the State of New Jersey. “Key Person” also means any person who owns a beneficial interest of 10% or more in the business concern, and the managing members of limited liability companies and corporate directors and officers (e.g., president, vice presidents, secretary and treasurer).

For purposes of this questionnaire, “supervisory capacity or empowered to make discretionary decisions” means able to bind the Applicant Business Concern to New Jersey bids and/or contracts of \$50,000 or more and/or authorized to sign checks to make payments of \$50,000 or more in connection with New Jersey contracts.

4. Use this table to enter identifying information for each individual who is a “Key Person” of the Applicant Business Concern. **Identify any entity or business concern that owns a beneficial interest of 10% or more as well. For entities or business concerns, disregard birth date and provide federal tax identification number instead of social security number.**

Name (Last, First, Middle)	Address	Birth Date (MM/DD/YYYY)	Social Security Number*	Position	Ownership %

\*Disclosure of Social Security Number is voluntary. However, disclosure will help speed review and action on your application to be prequalified.

**AT ANY TIME DURING THE PAST TEN (10) YEARS, HAS THE APPLICANT BUSINESS CONCERN:**

5. Been indebted to an individual or entity, other than a bank or other commercial lending institution, in the cumulative amount of \$100,000 or more? (If yes, give details, including the name of each party to the transaction, the date and the amount of indebtedness.)       Yes       No
6. Loaned monies generated by this business concern, in the cumulative amount of \$100,000 or more, to another business concern or individual? (If yes, give details, including the name of each party to the transaction, the date and the amount of the indebtedness.)       Yes       No



7. Had an injunction, order or lien entered against it in favor of any government agency including, but not limited to, judgments or liens based on taxes assessed or fines and penalties imposed by any government agency? (If yes, give details, including name of the government agency, caption, date, case number or docket number, and disposition. Be sure to note any judgments or liens that have not been fully satisfied.)  Yes  No
8. Been a party in any civil litigation or administrative proceeding alleging violation of any of the following: antitrust statutes; racketeering statutes; environmental laws; laws banning workplace discrimination; laws governing wages, hours or labor standards; laws governing the conduct of occupations, professions or regulated industries; or any other law indicating a lack of business integrity or honesty? (If yes, give details, including the nature of the claims and defenses, the caption, date, case number or docket number, and name of the court or agency before which the case is pending or before which it was heard and current status.)  Yes  No
9. Paid a fine or otherwise paid to settle any of the allegations listed in Question 8, whether with or without an admission of responsibility? (If yes, give details, including the caption, date, case number or docket number, and name of the court or agency before which the case was brought.)  Yes  No
10. Been denied any license, permit or other similar authorization required to engage in the business concern's trade(s) or professional discipline(s), or has any such license, permit or similar authorization been suspended or revoked by any agency of federal, state or local government? (If yes, give details, including name of the licensing or permitting agency, caption, date, case number or docket number, and disposition.)  Yes  No
11. Been suspended, debarred, disqualified, denied a classification rating or prequalification or otherwise been declared not responsible to bid on or to perform work on any public contract or subcontract? (If yes, give details, including name of the contracting agency, caption, date, case number or docket number, and disposition.)  Yes  No
12. Been required by an agreement or settlement with any governmental agency (including any school board) to refrain from bidding or proposing on any public contract? (If yes, describe the agreement and give the name of the government agency, date, caption and case number or docket number, if any.)  Yes  No
13. Been required to engage a monitor or independent private sector inspector general (IPSIG) as a condition of being classified or prequalified, or as a condition of any contract award, or as a condition for being permitted to complete a contract? (If yes, describe the agreement and give the name of the government agency, date and the name of the monitor or IPSIG.)  Yes  No
14. Been indicted or otherwise charged as a defendant, or named as an unindicted co-conspirator, alleged to have committed any crime or offense other than a motor vehicle offense? (If yes, give details, including the conduct alleged, the caption,



That I am \_\_\_\_\_ of \_\_\_\_\_, that I  
am duly authorized to  
*(title)* *(business concern name and Federal Tax ID*  
*Number)*

submit this FISC Bureau Questionnaire ("Questionnaire") on behalf of the Applicant Business Concern,  
and that I have read and understood the nineteen (19) questions asked in the previous three (3) pages..

I represent and state that the information given in response to each question is full, complete and  
truthful. Further, I represent and state that truthfully answering this Questionnaire is an event  
entirely within my control.

I recognize that all the information submitted is for the express purpose of inducing the State of  
New Jersey to award a contract and/or allow the Applicant Business Concern to participate in  
school facilities projects financed through the Educational Facilities Construction and Financing  
Act as a prime contractor or subcontractor. I understand and agree that the Questionnaire and any  
attachments filed with the State of New Jersey shall become the property of the State.

I acknowledge that the State of New Jersey may, by means it deems appropriate, determine the  
accuracy, truth and completeness of the statements made in this Questionnaire and any  
attachments submitted with it and the statements made in any application or request for  
classification or prequalification made to the Department of Treasury, Division of Property  
Management and Construction and the attachments thereto. Therefore, I authorize the State of  
New Jersey to contact any entity or person named in this Questionnaire for purposes of  
determining the accuracy, truth and completeness of the information supplied by me on behalf of  
the Applicant Business Concern. If required, a photocopy of this affidavit shall be considered as  
effective and valid as the original as evidence of the permission given by the Applicant Business  
Concern for others to release information to the State for purposes of verifying the accuracy, truth  
and completeness of the information supplied by me.

I represent that the foregoing statements made by me are true. I am aware that if any of the foregoing  
statements made by me are willfully false, I am subject to punishment. Further, I am aware that a false  
statement or omission made in connection with this application may subject me to civil and criminal  
penalties available at law and is sufficient cause for denial of the application, revocation of a prior  
approval or termination for cause of any school facilities project contract that may be awarded to the  
Applicant Business Concern.

Sworn and subscribed to before me

on this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_

\_\_\_\_\_  
(Notary Public: Not an officer of the  
firm)

\_\_\_\_\_  
SIGNATURE

Name: \_\_\_\_\_  
(PRINT OR TYPE)

SSN: \_\_\_\_\_  
(or Alien Registration Number or Date of Birth)

Affix Corporate  
Seal  
if Applicable