



**ROWAN UNIVERSITY/RUTGERS CAMDEN BOARD
OF GOVERNORS**

RFP # 2020-02

JANITORIAL SERVICES FOR JOINT HEALTH SCIENCES CENTER

Issued by

Rowan University/Rutgers – Camden Board of Governors

On Behalf Of

Joint Health Sciences Condominium Association, Inc.

RFP Issued: July 15, 2020

Vendor Questions Due: August 5, 2020

Proposals Due: August 17, 2020

Board Meeting: September 8, 2020

Conditional Notice of Intent to Award Contract: September 9, 2020

Contract Executed: September 18, 2020

Commencement Date: October 1, 2020

The above dates are provided to prospective bidders for planning purposes only. These are estimated timeline dates and do not represent firm commitment dates by which the Board will take action.

ROWAN UNIVERSITY / RUTGERS CAMDEN BOARD OF GOVERNORS

NOTICE TO PROPOSERS RFP # 2020-02

JANITORIAL SERVICES FOR JOINT HEALTH SCIENCES CENTER

The Rowan University/Rutgers-Camden Board of Governors (“Board”) is authorized to manage the Joint Health Sciences Center (“JHSC”) on behalf on the Joint Health Sciences Center Condominium Association, Inc. (“Association”). The Association is the contracting party for all goods and services required for the operation of the JHSC. The Board is soliciting proposals (“Proposals”), on behalf of the Association, for janitorial services required for the JHSC, as more fully described in the Scope of Services. For additional information, visit the Board’s website at rurcbog.com. The Board may be reached via phone weekdays between the hours of 8:30 am to 4:30 pm at (856) 203-6757 or via email at smcandrew@rurcbog.com.

One (1) original and four (4) copies of the Proposal must be submitted to the Board’s office at 201 South Broadway, Suite 440, Camden, New Jersey 08103, on or before **2:00 PM on August 17, 2020 (Eastern Daylight Time)**. Late submissions will be rejected.

A **Pre-Bid Conference** and walk through will be held at the JHSC beginning at **10:00 AM on July 29, 2020 (Eastern Daylight Time)**. **ATTENDANCE IS STRONGLY ENCOURAGED.**

All questions regarding this RFP shall be submitted no later than **4:30 PM on August 5, 2020 (Eastern Daylight Time)** to Sandra McAndrew. No telephonic questions or contacts are permitted. All questions must be submitted in writing via facsimile addressed to Sandra McAndrew at (856) 203-6757, or email at smcandrew@rurcbog.com.

Proposals are being solicited by the Board through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. The contract will be awarded by the Board at a public meeting, in accordance with the criteria set forth in the Request for Proposals and in accordance with applicable laws. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31, et. seq. and N.J.A.C. 17:27, et. seq.

GENERAL INFORMATION

Joint Health Sciences Center

The JHSC is a 95,000+/- square foot academic and research facility Broadway and Martin Luther King Boulevard in Camden, New Jersey used by Rowan University (“Rowan”), Rutgers University-Camden (“Rutgers”) and Camden County College (“CCC”). The JHSC contains, among other things, dedicated laboratory facilities and research equipment of a specialized nature.

The JHSC is managed by the Board on behalf of the Association. The members of the Association are Rowan, Rutgers and CCC. The Association has contracted with a Facility Manager to oversee the day-to-day operations of the JHSC.

The RFP

The Board is soliciting Proposals, on behalf of the Association, for janitorial services required for the JHSC, as more fully described in the Scope of Services contained in Exhibit “A” (the “Services”). Building renderings and floor plans are contained in Exhibit “B.”

The successful bidder will be a qualified business engaged by the Association as an independent contractor to perform the Services.

Term

The successful bidder will perform the Services for an initial term of one (1) year. In addition, the Board, in its sole discretion, may extend the term for an additional one (1) year period.

Statement of Qualifications

All prospective bidders shall submit a statement of qualifications. All information submitted by prospective bidders is considered part of their Proposals. Prospective bidders are required to inform the Board if there are any material changes to any information submitted as part of its Proposal..

Bid Price

Bidders must submit a fee proposal for the Services. The Board does not reimburse for expenses.

Business Registration

Bidders must provide as part of their response to this RFP proof of a valid Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgs/service/html.

Ownership Disclosure

Pursuant to N.J.S.A. 52:25-24.2, in the event that the bidder is a corporation, partnership or limited liability company, the bidder must complete and execute an Ownership Disclosure Form and submit it with its proposal. A bidder's failure to submit a completed and executed Ownership Disclosure Form will result in the rejection of the proposal as non-responsive and preclude the award of a contract to the bidder.

In the alternative, to comply with N.J.S.A. 52:25-24.2, a bidder with any direct or indirect parent entity that is publically traded may submit the name and address of each publically traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publically traded entity as of the last annual filing with the Federal Securities and Exchange Commission, or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also submit links to the websites containing the last annual filings with the Federal Securities and Exchange Commission, or the foreign equivalent, and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.

Other Bid Requirements

Bidders must provide as part of their response to this RFP the following certifications and disclosures:

- Disclosure of Investment Activities in Iran.
- Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- Equal Employment Opportunity/Affirmative Action Evidence.
- MacBride Principles Form.
- Request for Taxpayer Identification Number and Certification (IRS Form W-9).

To assist bidders, the Board has provided Vendor Forms on its website for use by bidders in complying with all required certifications and disclosures described in this RFP. All such certifications and disclosures must be submitted as part of the bidder's response to this RFP. A bidder's failure to submit the required certifications and disclosures may result in the rejection of the Proposal as non-responsive and preclude the award of a contract to the bidder.

Proposal Evaluation Criteria

Pursuant to the Board's procurement policy, the following criteria will be used to evaluate the Proposals:

1. The committee evaluating Proposals submitted in response to the RFP will review the information contained in the proposals, any supplemental information provided by bidders, and information gathered during interviews with bidders, if conducted. The evaluation committee will consider the following factors in ranking the Proposals:
 - a) Compliance with the requirements stated in the RFP;
 - b) Experience specific to the Services;
 - c) Experience performing similar Services for public entities in the State of New Jersey and the City and County of Camden;
 - d) Understanding the Service requirements and presenting a plan to fulfill such requirements;
 - e) Financial and human resources to perform the Services; and
 - f) Cost to perform the Services.
2. Following its receipt of Proposals and the Board's evaluation of the responses, the Board may, in its sole discretion, schedule interviews with some bidders, no bidders, or all bidders, as determined by Board's evaluation committee. These interviews will be for the purpose of clarification, verification of evaluations, review of personnel, etc. Upon a decision to interview a bidder, the Board may ask the bidder being interviewed to include specific personnel from its staff to attend. If selected for an interview, bidders will be contacted to schedule the date and time of the interview.
3. In accordance with applicable law, the Board expressly reserves the right (i) to reject any submission which is not in compliance with the terms of the RFP or any part thereof, (ii) to request clarifications of a document or the contents thereof submitted in response to this RFP, (iii) to terminate this RFP, and (iv) to terminate or modify the process at any time. In addition, the Board reserves the right to allow for a clarification by a bidder, as may be permitted by law and which is in the best interest of the Board.
4. The Board expressly reserves the right, in its sole and absolute discretion, to waive any non-material provisions or informalities of this RFP in accordance with applicable law.

5. The Board reserves the right, in its sole discretion, to waive minor elements of non-compliance of any bidder's submission with regard to the requirements outlined in this RFP.

Contract Award

1. Award of a contract for the Services will be conditioned on the successful bidder entering into a contract with the Board that will contain, among other provisions specific to the Services, the terms set forth in Exhibit C.
2. The Board reserves the right to solely determine, at any time, not to proceed with or discontinue the Services, or any portion of the Services upon notice if the Board determines that such action is in the Association's best interest based upon budgetary and fiscal considerations.
3. The Board retains the discretion to modify, expand or delete any portion of the Scope of Services outlined in this RFP, in accordance with applicable law.
4. The award of the Contract under this RFP is subject to the approval of the Association and approval of Board at its public meeting.
5. Any bidder attempting to contact government officials (elected or appointed) or any member or staff of the Association or the Board in an effort to influence the selection process shall immediately have its proposal summarily rejected and disqualified.
6. Any Proposal submitted in response to this RFP will be considered an offer by the bidder to perform the Services in accordance with the provisions of the RFP. By submitting a Proposal in response to this RFP, the bidder agrees to hold its bid offer open for at least 60 days after the response due date. Any provision in a Proposal that attempts to limit or condition the time that a bid offer is open for consideration by the Board will not be binding on the Board. The Board may, in its sole discretion, and subject to applicable law, upon good cause shown to the Board's satisfaction, allow a bidder to withdraw its bid after submission.
7. Any unsuccessful bidder may protest a contract award by the Board. In order for a protest to be timely, it must be submitted to the Board within ten (10) business days of receipt of the unsuccessful notification. The notifications will be sent via email and letter via regular US mail delivery. In order to be considered complete, a protest must: (i) identify the protestor, (ii) identify the contract award that is being protested, (iii) specify all grounds for the protest (including all arguments, materials and/or documents that support the protest), and (iv) indicate whether an oral presentation is requested, and if so, the reason for the oral presentation. A Hearing Officer will be designated by the Board's Chief Executive Officer. The designated Hearing Officer will review all timely and complete protests and will have sole discretion to determine

if an oral presentation by the protester is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will write a report making a recommendation regarding the merits of the contract award protest. The protestor will receive a copy of the "Hearing Officer's Report" and be given a ten (10) business day "Exceptions Period" to refute the findings of the Hearing Officer. The "Hearing Officer's Report" and any exceptions submitted by the protestor will be submitted to the Board for a final decision to award the contract.

It is the Board's intent not to award the contract for the Services until it has completed all the review procedures described above. If, however, in the Board's sole discretion, it is determined that such an award is necessary to support the efficient operations of the JHSC, the contract may be awarded. The decision by the Board to make a final award of the contract will be a final action that is appealable to the Appellate Division of the Superior Court of New Jersey.

8. Proposals submitted in response to this RFP will be available, upon request, for public inspection. The Board will make every effort to maintain confidentiality of information submitted as part of a Proposal that is explicitly designated by the bidder as "Confidential and Proprietary." However, all bidders are cautioned that the Board is subject to the provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. and the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA") and are bound by the requirements of both statutes and relevant case law.

9. Proposals can be released to the public during the protest period or after contract award under OPRA or the common law right to know as established under New Jersey case law. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when a good faith legal and/or factual basis for such assertion exists. Any proprietary and/or confidential information contained in a proposal will be redacted by the Board; however, the Board reserves the right to make a determination as to what is proprietary or confidential and will advise the bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The Board will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the bidder's assertion of confidentiality to which the Board does not concur, the bidder shall be solely responsible for defending its designation and the Board shall have no responsibility therefore.

Proposal Deadline

One (1) original and four (4) copies of the bid proposal must be submitted to the Board on or before 2:00 PM on August 17, 2020 (Eastern Time). Late bids will not be considered.

Exhibit A

JOINT HEALTH SCIENCES CENTER JANITORIAL SERVICES RFP – SCOPE OF SERVICES

The Scope of Services shall consist of the following:

Section 1. Housekeeping and Sanitation:

- 1.1 Except as otherwise stated, Contractor shall be responsible for cleaning and waste removal throughout the JHSC according to the standards set forth in Section 2 below.
- 1.2 Floors, walls, windows, doors and surfaces shall be cleaned and disinfected.
- 1.3 All equipment and materials necessary for cleaning and disinfecting shall be provided by the Contractor. The Contractor shall provide the Facility Manager a list of all cleaning products. The Board has the right to reject any cleaning products that do not meet the standards established by the Centers for Disease Control (CDC) and/or the New Jersey Department of Health for mitigation of COVID-19 (“COVID-19 Standards”).
- 1.4 Equipment provided by the Contractor to be utilized in providing the Services shall include, but not be limited to: industrial vacuum cleaners, industrial shop wet vacs, industrial carpet shampoo machines, industrial scrub/wash machines, mops and pails, and carts. The Board reserves the right to inspect the equipment and to require replacement of equipment that is not in proper operating condition or is not suitable for the performance of the Services.
- 1.5 Consumable supplies provided by the Association shall include, but are not limited to: toilet paper, toilet seat covers, paper hand towels, sanitary napkins, plastic wastepaper basket liners, plastic garbage bags and liquid hand soap.
- 1.6 Contractor will refill dispensers with toilet paper, toilet seat covers, liquid hand soap, paper hand towels as needed. These consumable supplies shall be provided by the Association per Section 1.5.
- 1.7 Contractor shall provide that all cleaning supplies be stored on location and properly labeled in accordance with “Right to Know” standards.

- 1.8 Contractor shall supply identification cards approved by the Board and building access cards issued by the Board for Contractor's employees to perform the Services.
- 1.9 Employees of the Contractor shall wear clean uniforms that clearly identify them as cleaning service personnel. The Contractor shall supply and maintain the uniforms. Employees will display ID cards at all times.
- 1.10 Contractor shall maintain all janitor closets and storage rooms provided by the Board in a safe, clean, neat and orderly manner. The closets shall be kept free of any offensive odors. Closet doors shall be closed and locked.
- 1.11 Contractor shall remove all collected refuse and debris using a Contractor provided cart and deposit it in the areas designated by the Board. Contractor's employees shall not carry full trash bags that may leak residue onto floors. Contractor shall notify the Facility Manager when dumpsters need to be emptied before they are at capacity. Areas around the dumpsters shall be kept neat and clean at all times.
- 1.12 All trash shall be removed and placed in the dumpsters daily. No trash shall be left inside the JHSC overnight.
- 1.13 Contractor shall assign an experienced Supervisor for the JHSC to supervise the janitorial staff. The Supervisor shall continuously inspect work being performed to ensure quality standards. The Supervisor shall tour the JHSC at the end of each work day/night to ensure that the work has been performed according to the specifications.
- 1.14 The Supervisor shall meet with the Facility Manager on a monthly basis to review overall performance of the Services. The Supervisor shall meet with the Facility Manager on an as-needed basis to resolve any performance issues.
- 1.15 Contractor shall assign a Contract Supervisor. The Contract Supervisor shall participate in regular meetings with the Facility Manager and the Board to conduct a general review of the Services. The Contract Supervisor shall resolve technical problems and prepare work schedules in compliance with the contract requirements. The Contract Supervisor shall be responsible for the establishment and continuation of an approved quality control program. The Contract Supervisor shall submit monthly reports to the Facility Manager that identifies any safety or maintenance issues that need to be addressed.

Section 2. Cleaning and Maintenance Standards:

- 2.1 Frequency of cleaning at the JHSC shall be daily, Monday through Friday, unless otherwise noted.
- 2.2 All wood surfaces are to be dusted with a dry 'scratch-resistant' cloth, then wiped in the direction of the grain with lemon oil, and then wiped a second time with a dry 'scratch-resistant' cloth.
- 2.3 All surfaces shall be cleaned and sanitized in accordance with COVID-19 Standards. Surfaces that require special cleaning products or techniques will be identified by the Facility Manager.
- 2.4 Floors will be swept clean and mopped using products that meet COVID-19 Standards and the floor manufacturers' recommendations.
- 2.5 High touch surfaces (door handles, elevator buttons, handrails, etc.) will be frequently cleaned and sanitized in accordance with COVID-19 Standards.
- 2.6 Restrooms will be cleaned and sanitized in accordance with COVID-19 Standards:
 - 2.6.1 Floors and Tiles: Floors, base moldings and grout will be swept clean and wet mopped using a germicidal detergent. The floors will be clean and free of debris including, but not limited to, dirt, water streaks, mop marks, string, gum, tar and other foreign matters. Stains shall be wiped from walls and metal partition bases.
 - 2.6.2 Metal Fixtures: Wash and polish all mirrors, powder shelves, bright work (including exposed piping below wash basin, towel dispenser, receptacles and any other metal accessories). Contractor shall use only non-abrasive non-acidic material to avoid damage to metal fixtures.
 - 2.6.3 Ceramic Fixtures: Scour, wash and disinfect all basins, bowls and urinals with germicidal detergent solution, including walls near urinals. Special attention must be taken to inspect and clean areas of difficult access, such as underside of toilet bowl rings and urinals, to prevent build-up of calcium and iron oxide deposits. Wash both sides of toilet seats with approved germicidal solution and wipe dry. Toilet seats to be left in an upright position.
 - 2.6.4 Wall and Toilet Partitions: Damp wipe all toilet partitions and modesty screens, and any adjacent walls using approved germicidal solution. All surfaces are to be wiped dry so that all wipe marks are

removed and surface has a uniformly bright appearance. Dust the top edges of all partitions, ledges and mirror tops.

2.6.5 Receptacles: Empty all trash, sanitary napkins, etc. and damp wipe all containers.

2.6.6 Dispensers: Fill all dispensers, including toilet paper, toilet seat covers, hand towels, soap, and sanitary napkins. Replace lined disposal bags in receptacles.

2.7 Lobby and Entrances, Corridors, Stairways:

2.7.1 Carpeted Floors: All traffic area carpeted floors are to be vacuumed, baseboards will be wiped with a treated cloth after vacuuming, and carpet and baseboards will be spot cleaned when necessary. Shampoo carpet as needed.

2.7.2 Hard Surface Floors: Mopped with a treated dust mop, buffed and maintained as needed to preserve and retain uniformly bright appearance, with particular attention to edges, corners and behind doors. All spills and stains will be removed with damp mop or cloth. No abrasive cleaner will be used. The floors shall be cleaned and polished in accordance with manufacturers' recommendations.

2.7.3 Walls: Using only clean water or mild cleansing agent where necessary. No abrasive cleaner will be used.

2.7.4 Doors and Jambs: Use only clean water or mild cleansing agent where necessary. Rinse with clear water and dry.

2.7.5 Glass Doors and Partition Walls: All glass doors and partition walls/panels will be spot-cleaned to remove any finger marks, smudges or stains and will be left in a uniformly clean and bright condition, free of dust and streaks.

2.7.6 Miscellaneous Metalwork: All metalwork such as metal doors, hardware and frames, railings, metal lettering and other accessories will be wiped clean, polished and will be left in a uniformly clean and bright condition, free of dust and streaks.

2.7.7 Elevators: Elevator doors and frames will be wiped down removing all dust marks, finger marks, smudges, spills and stains and left in a uniformly clean and bright condition. Elevators will be wiped clean of all dirt and debris removed from door tracks.

2.7.8 Stairways: Sweep wet/dry mop all stairways on nightly basis, hard surface areas as necessary to maintain a safe and inviting environment.

Section 3. Schedule of General Cleaning:

Offices, Classrooms, Entrance, Reception Areas and Other Common Areas:

		<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>As Needed</u>
1.	Clean and polish desks/conference tables	X			
2.	Clean and polish water coolers	X			
3.	Clean and wipe down all surfaces	X			
4.	Clean and dust all office equipment	X			
5.	Dust computer monitors		X		
6.	Dust all partitions and keep free of dust		X		
7.	Dust picture frames and wall hangings		X		
8.	Wipe all moldings and door jams	X			
9.	Wipe baseboards to remove dust		X		
10.	Dust blinds, window sills		X		
11.	Dust recessed lighting		X		
12.	Eliminate all cobwebs		X		
13.	Wipe air grills and vents with damp cloth			X	
14.	Vacuum all carpeted areas	X			
15.	Wipe down all chairs and bases (fabric & leather)	X			
16.	Disinfect all telephones	X			
17.	Clean wall plates and spot clean walls	X			
18.	Empty all trash cans and replace with clean liners	X			
19.	Clean front vestibule and door glass, inside and outside	X			
20.	Remove and clean entrances mats		X		
21.	Sweep walks directly in front of Facility	X			
22.	Spot clean carpets				X
23.	Make sure furniture is neat and situated properly	X			
24.	Make sure all materials are stacked neatly	X			
25.	Sweep total uncarpeted area of each contracted unit including stairwells and elevators	X			
26.	Clean passenger elevator walls	X			
27.	Wet mop all floors with a disinfectant detergent		X		
28.	Strip and wax floors as applicable				X
29.	Clean glass doors	X			

Restrooms

		<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>As Needed</u>
1.	Clean and sanitize all urinals & toilets with disinfectant	X			
2.	Clean and disinfect tops and sides of toilet seats	X			
3.	Clean tops and sides of all partitions	X			

4.	Clean mirrors and countertops	X			
5.	Wipe down all fixtures and towel holders	X			
6.	Wipe walls, doors, and vents		X		
7.	Sweep and mop floor with disinfectant	X			
8.	Clean and disinfect outside of trash receptacles	X			
9.	Refill all dispensers as needed	X			

Kitchen and Eating Areas:

		<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>As Needed</u>
1.	Clean tables, counters and chairs with disinfectant	X			
2.	Wipe down outside of appliances and scour sink	X			
3.	Empty trash and replace with new liners	X			
4.	Sweep and mop floors with disinfectant	X			
5.	Wipe walls down with a germicide		X		
6.	Vacuum all carpeted areas	X			
7.	Strip and wax floors as applicable				X

Carpet Cleaning:

		<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>As Needed</u>
1	Spot clean carpets				X
2	Steam clean all carpeted areas				X

Window Cleaning:

		<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	
1.	Inside glass cleaning				quarterly

Laboratories:

		<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>As Needed</u>
1.	Remove trash	X			
2.	Clean windows and floors	X			

Exhibit B

BUILDING RENDERINGS AND FLOOR PLANS

**FLOOR PLANS CAN BE FOUND ON SOLICATIONS PAGE BELOW RFP
JANITORIAL SERVICES.**

Exhibit C

STANDARD CONTRACT TERMS AND CONDITIONS

- I. The contractor certifies that it understands and agrees that the following terms and conditions (collectively the Standard Terms and Conditions") are incorporated into any contract awarded by the Board.
- II. In the event the terms and conditions within the contractor's proposal conflict with the Standard Terms and Conditions, the Standard Terms and Conditions will govern.
- III. The contractor's status pursuant to the contract shall be that of an independent contractor and not an employee of the Board.

Laws requiring mandatory compliance by all Board contractors:

1.1 BUSINESS REGISTRATION

The contractor must possess a Business Registration Certificate (BRC) from the New Jersey Department of the Treasury, Division of Revenue in the State of New Jersey. All sub-contractors of the contractor must provide the contractor with a copy of a current and valid BRC. The contractor must forward the BRC of all subcontractors to the Board prior to any subcontractor starting work under the contract.

1.2 ANTI-DISCRIMINATION

The contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:6-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.

1.3 AMERICANS WITH DISABILITIES ACT

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

1.4 COMPLIANCE WITH N.J.S.A. 19:44A-20 .13 et seq. ("Pay to Play" Act).

The Board will provide the selected contractor with a "Vendor Certification and Disclosure of Political Contribution" form" to complete. The Board will forward the completed Form to the State Treasurer or his designee for review pursuant to the Act. In the event the State Treasurer determines that the Act precludes a contract award to the selected contractor, a contract award will not be made. In the event a contract award is made, the contractor is under a continuing duty to disclose all contributions that may be made during

the term of the contract. In such event, the contractor must immediately complete the Continuing Disclosure of Political Contributions Form and submit the completed Form to the Board.

1.5 POLITICAL CONTRIBUTION DISCLOSURE BY CONTRACTOR

If the contract is in excess of \$17,500, the contractor must comply with P.L. 2005, c.271, by completing and submitting to the Board the required Chapter 271 Vendor Certification and Political Contribution Disclosure Form, before the effective date of the contract. Failure to comply with this political contribution disclosure requirement may result in the cancellation of the contract award and/or imposition of financial penalties by the New Jersey Election Law Enforcement Commission ("ELEC"). Additional information about this requirement is available from ELEC at 888-313-3532 or at <http://www.elec.state.nj.us>.

1.6 CONTRACTOR ANNUAL ELECTION DISCLOSURE OBLIGATION

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3, if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 886--313-3532 or at <http://www.elec.state.nj.us>.

2.1 LIABILITY; COPYRIGHT

The contractor shall hold and save the Board and the State of New Jersey, their respective officers, agents, servants and employees, harmless from liability of any nature or kind if any copyrighted or copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or are used in the performance of this contract.

2.2 INDEMNIFICATION

The contractor shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the Board, and the State of New Jersey, including their trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments , costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services provided under this contract.

This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained herein.

2.3 BONDING AND INSURANCE REQUIREMENTS

The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. All insurance coverage is subject to the approval of the Board and shall be issued by an insurance company authorized to do business in the State of New Jersey. The selected bidder shall provide the Board certificates of insurance for all coverage and renewals thereof that must provide that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Board. All insurance required herein shall contain a waiver of subrogation in favor of the Board. All insurance required herein, except Workers' Compensation, shall name the Board as an additional insured. The insurance coverages to be provided by the contractor for the term of the contract and any agreed upon extension thereof shall be as follows:

- a) Commercial General Liability insurance insuring against claims on account of loss of life, bodily injury or property damage arising during the Contract and having a combined single limit of coverage for bodily injury and property damage in the amount of \$3,000,000. Each such policy shall further provide for blanket contractual liability, broad-form property damage and personal liability coverage.
- b) Business Automobile Policy (any auto), with a limit of \$1,000,000 each accident.
- c) Worker's Compensation insurance with statutory limits and Employer's Liability coverage with limits of \$500,000 each accident.

The limits for the Commercial General Liability, Business Automobile and Worker's Compensation/Employer's Liability coverages required above, respectively, may be provided as a single limit or as a single limit and an umbrella provided that the umbrella policy meets all the terms and conditions contained herein, and is provided on a follow-form basis.

All such insurance shall be provided by an insurance company or companies qualified to do business in the State of New Jersey financially capable of fulfilling the requirements of such policies and rated "A" and "IX" to the extent reasonably obtainable but, in no event, less than "A-" and "VIII" by A.M. Best or in one of the two highest rating categories by Moody's and S&P. Each policy shall be of such form and contain such provisions as are generally considered standard for the type of insurance involved.

3.1 CONTRACT TERMINATION

a) Change of Circumstance:

Notwithstanding any provision or language in this contract to the contrary, where the needs of the Board significantly change, or the contract is otherwise deemed no longer to be in the Board's interest, the Board may terminate the contract upon 30 days written notice to the contractor.

b) For cause:

Where the contractor fails to perform or comply with the contract, the Board may terminate the contract upon notice to the contractor with a 10 day opportunity to cure the failure.

Where a contractor fails to cure the failure or continues to perform the contract poorly as demonstrated by documented late delivery, poor performance of service, short-shipping etc., the Board may terminate the contract upon 10 days' notice to the contractor without a further opportunity to cure.

In the event the contract is terminated due to changed circumstances, the contractor will be compensated by the Board for goods and/or services satisfactorily performed and accepted in accordance with the contract, up to the date of termination.

In the event the contract is terminated due to cause, the Board may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the Board may deduct the difference in price from any monies due the terminated contractor or, if no monies are due the terminated contractor, the difference in price shall be an obligation owed the Board by the terminated contractor.

4.1 SUBCONTRACTING OR ASSIGNMENT

The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Board. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract. Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the Board.

5.1 TAX CHARGES

The Board is exempt from State sales or use taxes and Federal excise taxes. Prices charged must not include such taxes.

6.1 PAYMENT TO CONTRACTOR

Payment for goods and/or services purchased by the Board will be made to the contractor within 30 days of the later of an acceptable invoice from the contractor or the Board's acceptance of the contracted products and/or services.

7.1 NOTICES

All notices required under the contract shall be in writing and shall be validly and sufficiently served by the Board upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor's proposal. Notices from the contractor to the Board shall be addressed and mailed by certified mail to the attention of the Chief Executive Officer, 200 Federal Street, Suite 146, Camden New Jersey 80103.

8.1 CLAIMS

Claims asserted shall be subject to the New Jersey Tort Claims Act, N.J.S.A.59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13 1, et seq.

9.1 APPLICABLE LAW

The contract and all litigation arising from or related to the contract shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

10.1 MODIFICATION OF CONTRACT

No contract awarded may be amended or modified, nor may any obligation thereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

11.1 INVALIDITY; INTERPRETATION

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the remaining provisions hereof shall be construed in such manner so as to preserve the validity hereof to the greatest extent possible. The captions and paragraph headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of, or aid in interpretation of any of the provisions hereof.