



ROWAN UNIVERSITY/RUTGERS CAMDEN BOARD OF GOVERNORS

RFP # 2022-06

RE-BID: 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: November 21, 2022

Vendor Questions Due: November 29, 2022

Proposals Due: December 6, 2022

Board Meeting: December 13, 2022

Conditional Notice of Intent to Award Contract: December 16, 2022

Contract Executed: December 27, 2022

Commencement Date: January 03, 2023

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 # 2022-06

RE-BID: 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 of 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, along with a digital copy on a flash drive 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 December 6, 2022 (Eastern Daylight Time)**. Late submissions will be rejected.

All questions regarding this RFP shall be submitted no later than **3:30 PM on November, 29, 2022 (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) 379-3953, 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 located at 201 S. Broadway in Camden, New Jersey used by Rowan University ("Rowan"), Rutgers University-Camden ("Rutgers"), the Cooper Medical School of Rowan University, Camden County College ("CCC") and the Rowan University/Rutgers-Camden Board of Governors ("Board"). 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 service for an initial term of one (1) year. The Board may, in its sole discretion, extend the initial term for up to two (2) additional one-year extensions, or such shorter period as the Board may determine in its discretion.

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/services/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 publicly 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) Qualifications, experience and/or training specific to the engagement;
 - c) Experience performing engagements for public entities, educational institutions, public boards, or institutions involved in health sciences in the State of New Jersey and the City and County of Camden;
 - d) Understanding the requirements of the engagement and presentation of a plan to fulfill such requirements within the time parameters;
 - e) Financial and human resources to perform the engagement;
 - f) Cost to perform the engagement, including reasonableness;
 - g) Registration and qualifications as a small, socially/economically disadvantaged, minority and/or women-owned, veteran-owned and service disabled veteran-owned businesses, subject to applicable legal requirements and limitations.
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 protestor 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, along with a digital copy on a flash drive must be submitted to the Board on or before **2:00 PM on December 6, 2022** (Eastern Daylight 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 on a regular basis 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.

- 1.16 Contractor shall assign a day porter during regular business hours to clean / disinfect as needed. This person can perform contract work during that time period.

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:

		Daily	Weekly	Monthly	As Needed
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 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			
30.	Clean glass partitions			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 of exterior window glass cleaning				Semi-annual

Laboratories:

		<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	
1.	Remove regular trash	X			
2.	Clean door glass	X			
3.	Clean glass partitions / interior windows			X	
4.	Sweep floors	X			

5.	Clean / Mop floors		X		
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HVAC Penthouses:

		Daily	Weekly	Monthly	
1.	Remove regular trash		X		
2.	Sweep floor		X		
3.	Clean / mop floor			X	

Exterior Parking Areas & Landscaping:

		Daily	Weekly	Monthly	
1.	Pick up trash & debris		X		

Exhibit B

BUILDING RENDERINGS AND FLOOR PLANS

The Joint Health Sciences Center is 96,000 square feet. The four-story section of the building's floors are 16,500 SF, and the three-story section of the building's floors are 10,000 SF. Floor plans can be found on the Joint Board's "Solicitations" website below the RFP for Janitorial Services at <https://rurcbog.com/solicitations/>,

Exhibit C

ROWAN UNIVERSITY/ RUTGERS CAMDEN BOARD OF GOVERNORS

STANDARD CONTRACT TERMS AND CONDITIONS

- I. The contractor certifies that it understands and agrees that the following terms and conditions (collectively the "Board's 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 Board's Standard Terms and Conditions, the Board's 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:

2.1 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.

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

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

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

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

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

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

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-2.13 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.n.j.us>.

1.7 DIANE B. ALLEN EQUAL PAY ACT

- A. Any employer, regardless of the location of the employer, who enters into a contract with a public body to provide qualifying services to the public body shall provide a report to the Commissioner of Labor and Workforce Development, in a form issued by regulation promulgated by the commissioner, of information regarding the compensation and hours worked by employees categorized by

gender, race, ethnicity, and job category. Data regarding compensation and hours worked by employees shall be reported in the form by pay bands to be established by regulation promulgated by the commissioner. The commissioner may establish a standard presumption for the number of hours worked by a fulltime employee or by a part-time employee for whom an employer does not track actual hours worked. An employer shall provide a report for each establishment of the employer.

- B. Any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the commissioner, through certified payroll records required pursuant to P.L.1963, c.150 (C. 34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. The employer shall provide the commissioner, throughout the duration of the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C. 34:11-56.25 et seq.).
- C. The commissioner shall retain the information provided by the employer during any period of time that one or more contracts are in effect between the employer and any public body and not less than five years after the end of that period. The retained employment information shall be made available by the commissioner to the Division on Civil Rights in the Department of Law and Public Safety, and, upon request, provided to anyone who is or was an employee of the employer during the period of any of the contracts between the employer and any public body, or any authorized representative of the employee.
- D. For the purposes of the section:
 - 1. "Public body" means the State or any agency or instrumentality of the State;
 - 2. "Public work" means public work as defined in section 2 of P.L.1963, c.150 (C. 34:11-56.26) and which is subject to the provisions of P.L.1963, c.150 (C. 34:11-56.25 et seq.). Public work shall not include the provision of goods or products.
 - 3. "Qualifying services" means the provision of any service to the State or to any other public body, except for public work as defined in section 2 of P.L.1963, c.150 (C. 34:11-56.26).
 - 4. "Service" means any act performed in exchange for payment, including the provision of professional services, but shall not include the sale of

goods or products.

1.8 COMPLIANCE CODES

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

1.9 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

1.10 PREVAILING WAGE

The Contractor shall provide (and shall cause all subcontractors to pay or provide) to its personnel who are employed by it to work on an hourly or daily basis at any trade, occupation or service at or about the Facility at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed at the time the Work is being performed and notwithstanding that such rate may be higher than the rate in effect on the date of the opening of the Bid. Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

1.11 UNION JURISDICTION

All prospective Bidders are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations to be performed hereunder. The Bidder shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist at the Facility which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Joint Board or with the operations of other users of the Facility. Should questions of union jurisdiction of compatible labor arise, the awarded Bidder shall immediately take steps to settle any disputes and shall use such labor as may be determined to have jurisdiction at no additional cost to the Joint Board.

1.12 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the University must be labeled by the contractor in compliance with the provisions of the statute.

1.13 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.

2.1 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.

2.2 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) Fidelity Bond in the amount of \$1,000,000.

- (b) 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.
- (c) Business Automobile Policy (any auto), with a limit of \$1,000,000 each accident.
- (d) 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 AM. 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.

2.3 FORCE MAJEURE

- A. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.
- B. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

2.4 GENERAL PROVISIONS

A. The Joint Board may need to issue one or more addenda related to this bid. Such addenda shall be posted at the Joint Board's Procurement website. It will be the responsibility of the prospective vendors and other interested parties to familiarize themselves with the website and visit it regularly during the bid process for updated information or addenda related to this bid.

B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the Joint Board. Bidders shall not contact any person within the Joint Board directly, in person, or by telephone, other than the assigned procurement officer concerning this project.

C. If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture shall be submitted with the joint venture's submission.

D. Any modifications to the bid document prior to award may invalidate entire submission.

E. The awarded firm may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the Joint Board.

F. The Joint Board reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for the Joint Board.

G. The Joint Board reserves the right to suspend or terminate the procurement process described in this bid at any time (in its sole discretion). If terminated, the Joint Board may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

H. Patents: The Suppliers shall hold and save the Joint Board, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms of construction as will satisfy the Joint Board's requirements.

I. Submission as Public Information and Property of Joint Board
Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-propriety information. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.

J. All submissions will become the property of Joint Board

K. In submitting a bid, the Vendor agrees, unless specifically authorized in writing by an authorized representative of the Joint Board on a case by case basis, that it shall have no right to use, and shall not use, the name of the Joint Board, its officials or employees, or the Seal of the Joint Board:

1. In any advertising, publicity, promotion;
2. To express or imply any endorsement of agency's services;
3. To use the name of the State, its officials or employees or the Joint Board seal in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the Joint Board.

L. The preparation of a bid shall be at the expense of the respondent. The Joint Board will not reimburse firms for any costs associated with the preparation or submittal of a response.

M. The Joint Board does not allow payment of attorney fees for litigation regardless of disposition of matter.

N. By responding to this bid, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

O. Submissions which, in the sole judgment of the Joint Board, fail to meet the requirements of the bid or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

P. The Joint Board will not accept jurisdiction in any State except New Jersey.

Q. The vendor shall be solely responsible for all damage or unauthorized destruction to any Joint Board buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the Joint Board.

R. The Joint Board reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the Joint Board to do so.

S. This bid is not binding on the the Joint Board.

T. Protest of restrictive specifications or improprieties in the solicitation, by an

interested party, must be received by the designated procurement official in writing not less than ten (10) working days before the closing date for receipt of submissions.

2.5 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the Joint Board, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or vendor's price decrease during the contract period, the Joint Board shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Joint Board must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause.

2.6 AVAILABILITY OF FUNDS

The Joint Board's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the Joint Board or any other institution of higher education for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency and made available through receipt of revenue.

3.1 CONTRACT TERMINATION

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.

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 10days' 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.

3.2 REPRESENTATIONS AND WARRANTIES

In submitting a bid for this offering, the vendor expressly warrants that:

- A. The vendor has legal capacity to execute and perform any Agreement arising from this bid.
- B. Any Agreement arising from the award of this bid is a valid and binding Agreement enforceable against the vendor according to its terms.
- C. The execution and performance of an agreement by the vendor does not, and will not, violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
- D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
- E. The vendor knows of no reason why the vendor is in any way, physically, legally, or otherwise, precluded from performing the obligations under an Agreement arising from this bid, in accordance with its terms, including without limitation those relating to health and safety.
- F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.
- G. The vendor warrants and represents that the furniture, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

3.3 DEFAULT

In case of failure to deliver goods or services in accordance with the contract(s) terms and conditions, the Joint Board, after due oral or written notice, may procure substitute goods or service from other sources and hold the vendor(s) responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other solution, which the Joint Board may have.

3.4 SALE OR BANKRUPTCY OF BUSINESS

A. If during the life of this Agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser. In this event, the new owner(s) may, in the Joint Board's discretion, be required to submit a performance bond in the amount of the value of services to be delivered pursuant to this Agreement.

B. In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the vendor, the Joint Board shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

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. 59:131,etseq.

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.