



**SPECIFICATIONS
FOR
CUSTODIAL SERVICES
BIDS**

RFB - # 11-13-23 CSB

Please read and follow the attached Instructions and Specifications carefully. Failure to follow Instructions and Specifications may result in rejection of your bid.

**Information: Mr. Jeff Roberson
Director of Contracts and
Procurement
26 Journal Square 14th Floor
Jersey City, New Jersey 07306**

Telephone: 201-360-4054

DEFINITION

Whenever in these specifications, instructions, forms or Contract the following synonymous words or terms are employed, their intent and meaning will be interpreted as follows:

BID - The formal tender which a bidder submits for the contemplated services.

BIDDER - An individual, firm or corporation submitting a bid for the contemplated services and acting personally or through a duly authorized representative.

CONTRACT - The formal written agreement executed by the Contractor/Successful Bidder and the College to evidence their mutual rights and obligations in connection with the services to be provided pursuant to these specifications.

CONTRACTOR OR SUCCESSFUL BIDDER- The person, firm or corporation to which the Contract is awarded.

COLLEGE - The Hudson County Community College, a community college formed pursuant to N.J.S.A 18A:64A-I and of the State of New Jersey.

NUMBER, GENDER - Whenever, in describing or referring to any person, party, matter or thing, any word importing the singular number or masculine gender is used, the same shall be understood to include and apply to several persons or parties as well as to one person or party and to females as well as males, and to bodies corporate as well as individuals, and to several matters and things as well as one matter or thing.

SPECIFICATIONS/CONTRACT DOCUMENTS - All directions, requirements, provisions, and forms contained herein and in any instructions to bidders, together with all written agreements made or to be made and pertaining to method and manner of providing the Services, or to qualities or quantities of materials to be furnished under the Contract.

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by Hudson County Community College at or before **11:00 AM** prevailing time on Friday December 15, 2023, 2023 at Hudson County Community College, 26 Journal Square, 14th Floor, Conference Room, Jersey City, New Jersey, 07306 for **Custodial Services (“Services”)**.

A contract, if awarded, will be awarded to the lowest responsible bidder. The College reserves the right to waive or reject any bids for informalities or any reason permitted by law. Prices quoted must include all freight or delivery charges. Bids must conform to the specifications, instructions, equipment and supply lists and other contract documents. Qualified or conditional bids may be rejected.

Bidders are advised that the provisions of Ordinance #363-6-2014 County Contractor Standard Compensation Provisions Ordinance (“Ordinance”) applies to the contract. A copy of the Ordinance is included in the specifications. Also included in the specifications is a chart showing the most recent wage rates which must be complied with.

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

Bids shall be submitted on the provide bid forms and be accompanied by a certified check, cashier’s check of bid bond draw to the order of the “Hudson County Community College” for not less than ten percent (10%) of the bid, but in no case in excess of Twenty Thousand Dollars (\$20,000.00).

Bids shall include a Consent of Surety obligating the issuing surety company to provide the bidder and its subcontractors, if successful, with a Performance and Payment Bond in the full amount of the contract. The issuing surety and the issued bonds must comply with the requirements of N.J.S.A. 18A:64A-25.17. The form of the bond is subject to the College’s approval.

No bidder may withdraw its bid within sixty (60) days after the actual date of opening thereof unless otherwise permitted by law.

Enclosures:

Jeff Roberson
Director of Contracts and Procurement
Hudson County Community College

GENERAL INSTRUCTIONS TO BIDDERS

1. Sealed Bids for **Custodial Services** (“Services”), more fully described in the attached specifications, supply or equipment lists and contract documents, will be received at Hudson County Community College, 26 Journal Square 14th Floor, Conference Room, Jersey City, New Jersey 07306 at or before **11:00 A.M.** prevailing time on December 15, , 2023, and will be publicly opened and read aloud. No bids will be accepted after that date and time.
2. There shall be a walk-through of the College facilities on November 21, 2023, at 10:00 am prevailing time. The location to meet is the lobby at 71 Sip Avenue, Journal Square, Jersey City, New Jersey. Immediately following the walk-through of the Jersey City Campus, the walk-through will continue at the College’s Union City Campus, 4800 Kennedy Boulevard, Union City, New Jersey. Bidders are strongly required to attend. Failure to attend the walk-through shall not relieve a bidder of any requirement set forth in, or required by the specifications.
3. Specification and bid documents, including the Notice to Bidders, Bid Specifications, the Form of Bid and instructions to Bidders, may be examined and obtained at the Purchasing Office, 26 Journal Square 14th Floor, Jersey City, New Jersey 07306, Monday – Friday 9:30 a.m. thru 4:30 p.m., business days or via email from The Director of Contracts & Procurement at jrobersonjr@hccc.edu.
4. All bidders are hereby notified that failure to comply with any of the requirements listed may be cause for rejection of your bid. If a prospective bidder has any questions with reference to the bid document or form of bid, it should contact the College as specified in the paragraph headed “Addenda and Interpretation”.
5. All bids shall be made on the “Bid Proposal Form” which is part of the specifications. All blanks on the Bid Proposal Form must be appropriately filled in. Failure to fill in all spaces may result in rejection of the bid.
6. The envelopes containing the bids must be sealed, addressed to the **Purchasing Office**, Hudson County Community College, 26 Journal Square, 14th Floor, Jersey City, New Jersey, 07306 and designated as **Custodial Services** and must bear on the outside the name of the bidder and its address. Any person in the employ of the College shall be absolved of all responsibility for the premature opening of any bid not so marked.
7. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof unless otherwise permitted by law.
8. Any bid may be withdrawn prior to the above scheduled date for the opening of bids or the authorized postponement thereof.
9. All blank spaces must be completely filled in.
10. The Bids must include all forms and information shown on the checklist contained herein, unless the law permits the later provision of such forms or information.

11. All Bidders must comply with P.L. 1975, C.127. Affirmative Action Plan and P.L. 1977, C.33, Ownership Disclosure Requirement. Relevant forms are included in these specifications.

QUALIFICATION OF BIDDER

The College may make such investigation, as it deems necessary, to determine the ability of the bidder to perform the Services, and the bidder shall furnish the College all the information for this purpose as the College requests. The College reserves the right to reject any bid if its' investigation of the bidder reveals that, in the opinion of the College, the bidder is not properly qualified to carry out the obligations of the contract and complete it as outlined herein. While not required, the College welcomes and prefers submissions of bids from entities that are MBE Certified by the State of New Jersey.

ADDENDA AND INTERPRETATIONS

No oral interpretation of the specifications, supply or equipment lists or other contract documents will be given to any bidder. Should any bidder find discrepancies or omissions in the specifications, or other contract documents, or have questions regarding same, he/she shall at once notify the College, which will send written interpretations to all bidders. Every request for such interpretation or question regarding the specifications shall be addressed in writing to the College, and to be given consideration, must be received no later than 5:00 P.M. prevailing time ten (10) business days prior to the bid opening date, and in writing to Jeff Roberson, at 26 Journal Square, 14th Floor, Jersey City, New Jersey 07306. Requests received after that date and time may not be considered. All such interpretations which require changes to the specifications, and supplemental instructions will be in the form of written addenda to the specifications and will become a part of the contract documents. Any issued addendum will be sent in accordance with applicable law. The failure to acknowledge receipt of any issued addendum may result in rejection of the bid or disqualification of the bidder. The failure of any bidder to receive any such addendum or interpretation shall not relieve any such bidder from any obligations under its bid as submitted, and to comply with the requirements set forth in such addendum or interpretation. In the event of any dispute as to the meaning of any instructions and interpretations, the interpretation of the College shall be final and binding.

CONDITIONS OF WORK

Each bidder must inform itself fully of the conditions relating to the contract, and any and all services involved and the employment of any labor therein. Failure to do so will not relieve the successful bidder of its obligation to furnish all material and labor necessary to carry out the Services and the requirements of the contract. Insofar as possible, and if applicable, the successful bidder must employ such method or methods or means as will not cause any interruption of, or interference with, the work of any other contractor, vendor or the operations of the College.

SUBCONTRACTS

Utilization of subcontractors is strictly prohibited.

LAWS AND REGULATIONS

The successful bidder is required to keep current and to comply with all applicable Federal, State, and local laws and the rules and regulations of all authorities having jurisdiction over the subject matter of the contract; including the rules and regulations of the New Jersey Department of Higher Education. The successful bidder shall also be responsible for securing and paying for all permits, governmental fees and licenses necessary for the proper execution and completion of the work required by the contract.

FAMILIARITY WITH SPECIFICATIONS/SERVICE REQUIREMENTS

At the time of the opening of bids, each bidder will be presumed to be thoroughly familiar with the specifications and contract documents, including all addenda and, shall have thoroughly familiarized itself with the contract site and the requirements of the contract documents. The failure or omission of any bidder to examine any form, instrument or document, or to inspect the contract site, shall in no way relieve any bidder from any obligation with respect to its bid or requirement set forth in the specifications and the contract documents. By submitting a bid, bidders (including the successful bidder) waive the right to make any claim which could have been resolved by a careful study of the specifications or inspection of the site prior to the bid opening.

ASSURANCE BY SUCCESSFUL BIDDER

The successful bidder will guarantee:

1. To furnish adequate protection from damage for all work and repair damage of any kind for which he/she or its agents or employees are responsible.
2. To carry adequate insurance (at a minimum in the amounts and types required by the specifications) to protect the College from any and all claims on behalf of any person/ persons, firms or corporations, arising out of any action or work performed by the successful bidder or its agents or employees relating to the performance of the contract.

Minimum insurance requirements for contractors or vendors whose operations extend to the premises of the College.

WORKER'S COMPENSATION coverage State Statutory Limit and **EMPLOYER'S LIABILITY** insurance \$1,000,000/\$1,000,000/\$1,000,000, or statutory amounts, whichever is greater.

AUTOMOBILE LIABILITY insurance for all owned, non-owned, and hired vehicles with limits of liability of at least \$1,000,000 combined single limit.

XCESS LIABILITY minimum \$5,000,000 Limit for each occurrence [\$5,000,000] Aggregate. This limit applies in excess of each of the coverages set forth above in paragraphs: (1b) Employer's Liability and (1c) Commercial General Liability.

COMPREHENSIVE GENERAL LIABILITY insurance covering all operations with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, combines single limit. Such liability policy must be endorsed to include contractual coverage either on a broad form or on a specific basis for the following indemnification clause included as Item #11 on the reverse of the purchase order “Request for Quotation” used by the College which shall also be incorporated into the contract:

“If it becomes necessary for Vendor, or its servants, agents, or independent contractors to enter upon the premises or property of Hudson County Community College in order to construct, erect, inspect, make delivery, or remove merchandise or tangible personal property related thereto, Vendor agrees to indemnify and to hold and save harmless Hudson County Community College from any and all loss or damage to the property of Hudson County Community College, and from any and all loss of life and property or injury and damage to the person or property of any other person, firm or corporation arising out of such entry upon the premises or property of Hudson County Community College, and from any and all claims, demands, and actions for loss, injury or damages as a result of such entry.”

All required policies shall be written by an insurance company with an AM Best rating of at least A minus “A- “. All required policies shall contain a waiver of subrogation in favor of Hudson County Community College. All required policies shall be endorsed to name the Hudson County Community College as an additional insured. The successful bidder shall, upon notification of award, provide a certificate of insurance evidencing the required policies and be endorsed to name the Hudson County Community College as an additional insured. Copies of all policies shall be provided to the College upon the College’s request.

INDEMNIFICATION

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the College and its agents, representatives, employees, trustees, and members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney’s fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable. This indemnification obligation is not limited by but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor’s men.

The above language will be incorporated into the contract and is in addition to other indemnification obligations of the Contractor set forth herein.

GENERAL GUARANTY

Neither the issuance of payment, including the final certificate of payment, nor any provision in the specifications or contract documents, nor partial or entire use of the equipment, service and/or supplies by the College, shall constitute an acceptance thereof, if not in accordance with the specifications and other contract documents, nor relieve the successful bidder of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. The successful bidder will agree to promptly remedy any defect without cost to the College which shall appear within a period of one (1) year from the date of final acceptance if a standard manufacturer's warranty does not apply, unless a longer period is specified or allowed by the bidder or manufacturer. The College will give notice of observed defects with reasonable promptness.

BID SECURITY

All Bidders are required to submit a Bid Security with their bids.

The Bid Security shall be in the amount of ten percent (10%) of the Proposal, but not in excess of Twenty Thousand Dollars (\$20,000.00), and payable to the order of the "Hudson County Community College." All Bid Securities shall comply with the requirements of the County College Contracts Law.

If providing a Bond as security, such proposers must also provide a Power of Attorney for the Attorney-In-Fact who issues the Bond, which document must be currently dated and valid for the entire amount of the Bond.

CONSENT OF SURETY/PERFORMANCE & PAYMENT BOND

All Proposers are required to submit with their proposal, an unconditional guarantee certificate from a surety company authorized to do business in the State of New Jersey, on the State of New Jersey Department of Banking and Insurance's approved surety list, and satisfactory to the College, stating that it will provide the Contractor if awarded a contract for the Project, with a performance and payment bond in the amount of 100% of the Contract Sum for the faithful performance of all provisions relating to the performance of the Contract. **The form of bond shall be subject to the approval of the College. The issuing surety and the bond must comply with the requirements set forth in N.J.S.A. 18A:64A-25.17.** Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of the contract) may be cause for rejection of the Bid.

NON-COLLUSION AFFIDAVIT

Bidders must complete and deliver, with their bid, the non-collusion affidavit in the form in the attached contract documents.

RESPONSIBLE BIDDER

Failure of a bidder to execute a purchase order awarded to him/her, or to comply with any or all of the terms and conditions therein, may disqualify him/her from receiving future orders. Such disqualification or the failure to disqualify shall not limit the remedies available to the College upon default, and it may recover full damages in addition thereto in accordance with the law.

METHOD OF AWARD

Pursuant to the County College Contracts Law, the contract, if awarded, will be awarded to the lowest responsible bidder.

Final decisions concerning the acceptability, suitability and quality level on any services ordered shall be the sole prerogative of the College prior to actual award of the contract. It is the sole responsibility of the bidder to be acquainted with any and all conditions to be found at Hudson County Community College.

Notification of the acceptance of the bid and award of a contract will be made within sixty (60) days after the opening of the bids, unless an extension of time is agreed upon.

AVAILABILITY OF FUNDS

Pursuant to County College Contracts Law, Chapter 642, Title 18A of the New Jersey Statutes, all multi-year leases and contracts shall be subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation. This provision will be incorporated into the contract with the successful bidder.

TERMINATION FOR CONVENIENCE

During the term of the contract, the College shall have the right to terminate the contract, or any portions thereof (including the removal of any service locations), including, without limitation the termination of any of the individual services to be provided thereunder, for any reason by giving 45 days' written notice prior to the effective date of termination. This includes the ability of the College to remove any location, or portion thereof, from the sites to be serviced, or any category or type of service included in the specifications. If the contract is terminated by the College as provided herein, the contractor shall, as its exclusive remedy, be paid for all obligations incurred and services rendered to the date of termination. By submitting a bid, bidders acknowledge that the provisions of this paragraph and the College's right to terminate all, or a portion of, the contract upon 30 days' written notice.

TERMINATION FOR CAUSE

In the event the performance by the contractor of the services is unsatisfactory to the College, the College shall notify the contractor in writing, and the contractor agrees to remedy the unsatisfactory condition or performance within 5 days (or earlier in the event of an emergency).

Should the unsatisfactory performance or condition not be remedied within 5 days of notice being given (or earlier in the event of an emergency), the College shall at its' option be entitled to terminate this agreement immediately. Further, the Contractor shall be liable to the College for all damages caused by the Contractor's unsatisfactory performance or breach of contract, including, without limitation, the cost of correction and/or any increased amounts paid to another vendor provide the services. The College may, in its discretion, deduct the cost to correct the condition from amounts due or to grow due to contractor under the Contract. The contractor shall not be entitled to any compensation for services subsequent to receiving notice of termination from the College.

FORM OF CONTRACT

The form of contract entered into with the successful bidder shall incorporate the terms and conditions of these specifications as well as all provisions of law applicable to the procurement of the Services and the Services.

EQUAL EMPLOYMENT OPPORTUNITY

The successful bidder shall be required to comply with the requirements of the Mandatory Equal Employment Opportunity Language included herewith.

CHOICE OF LAW/DISPUTE RESOLUTION

This procurement and the resulting contract and services to be provided thereunder, shall be governed by the laws of the State of New Jersey, without regard to New Jersey's conflicts of law, or choice of law provisions. All disputes between the College and the bidder, and/or the College and the successful bidder arising out of or relating to the bidding process, the bid specifications, the agreement between the Contractor and the College, and/or the services provided thereunder, shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County New Jersey. By submitting a bid, the successful bidder agrees that it waives its right to trial by jury in any action so triable.

ADDITIONAL BID INSTRUCTIONS ARE FOUND LATER IN THESE SPECIFICATIONS

CONTRACTOR/VENDOR'S CHECKLIST

The following forms are required **TO BE FILLED OUT AND RETURNED TO THE COLLEGE** with your bid unless otherwise permitted by law to be submitted later. Failure to provide all of the following may disqualify your bid. The forms are as follows:

- Verification of Assumed, Trade, or Fictitious Names
- Affidavit of Non-Collusion
- Ownership Disclosure Form
- Statement of Non-Retention of Lobbyist/Consultant
- Vendor's Lobbyist/Consultant Disclosure Statement Form
- Proof of Business Registration Certificate (must be submitted prior to award of contract)
- Disclosure of Investment Activities in Iran form (prior to award of contract)
- Bid Security/Bid Bond
- Consent of Surety
- Bid Proposal Form
- Cost Proposal Sheer
- Appendix I – Compliance with County Contractor Standard Compensation Provisions
- Bid Details as noted in the Bid Specifications including
 - References (minimum of three)
 - List of clients served over past 5 years that are NJ public entities and the size of each client
 - Resume(s) of proposed On-Site Manager
 - Start-Up/Transition Plan

BID PROPOSALFORM

BID OF _____
Hereinafter called "BIDDER" a corporation/partnership/individual (strike out inapplicable terms) organized and existing under the Laws of the State of _____ and doing business as _____.

The "Bidder", in compliance with the Legal Notice dated _____ inviting bids for _____ examined the specifications, related contract documents and the site of the proposed work and being familiar with all the conditions surrounding the proposed contract including labor.

"Bidder" acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

"Bidder" understands that the College reserves the right to reject, for any reasons, any and/or all bids and to waive any informality in the bid as permitted by law.

The "Bidder" agrees that the bid shall be good and may not be withdrawn for a period of sixty (60) days after the actual opening of the bid.

Upon receipt of written notice of acceptance of the bid and the award of the "Contract", the "Bidder" will execute the "Contract" using the form of contract attached hereto. The form of Contract will incorporate all of the terms and conditions set forth in the specifications and include all statutory and other legally required language.

Respectfully submitted by:

Signature

Print Signature

Title

Name of Firm

Address

Telephone Number

HUDSON COUNTY COMMUNITY COLLEGE VERIFICATION OF ASSUMED, TRADE, OR FICTITIOUS NAMES OF BIDDERS/CONTRACTOR

Any prospective contractor transacting business in the State of New Jersey under an assumed name, trade name, or corporate fictitious name must, as a condition precedent to the acceptance of any bid on a project, item, or service, present to Hudson County Community College verification of authorization to use such assumed, trade, or fictitious name. Such verification shall be in the following form:

1. Assumed names, trade names, or use of designator “and Company” or “& Co.” (Individuals, partnerships, proprietorships): A copy of the certificate or statement certified by the County Clerk in whose office it was filed, or by the Secretary of State. (N.J.S.A. 56:1-1 to 1.5).
2. Corporate fictitious names: A certified copy of the certificate approved by the Secretary of State. (N.J.S.A. 14A:2-2.1).
_____ Check here, if bidder does not transact business under any other name.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES
CONTRACTS**

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

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

CONTRACTOR'S PREQUALIFICATION AFFIDAVIT OF NON-COLLUSION

STATE OF

COUNTY OF

Re: _____ for Hudson County Community College
(project, item, or service)

I, _____ of the City of _____, in the
County of _____ and the State of _____,

of full age, being duly sworn according to the law on my oath depose and say that:

I am _____ of _____
(President, Partner, etc., as applicable) (Name of Contractor)

The Contractor making the bid for the above-named project, item, or service, and that I executed the said with full authority so to do; that said Contractor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bids in connection with the above-named project; and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that Hudson County Community College relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for the said project.

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

(Name of Contractor)

Subscribed and sworn to, before me this _____ day
of _____, 2019.

(type or print name of
affiant under signature)

Notary Public of: (seal)
My Commission Expires:

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and bid submissions. Failure to submit the required information is cause for automatic rejection of the bid or bid.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/; that the ***Hudson County Community College (“College”)*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***College*** to notify the ***College*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***College*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID SOLICITATION/PROPOSAL

TITLE _____

VENDOR/BIDDER

NAME _____

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

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

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

Signature

Dated

Print Name and Title

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

HUDSON COUNTY COMMUNITY COLLEGE

STATEMENT OF NON-RETENTION OF LOBBYIST/CONSULTANT

I, _____ am authorized to make this statement on behalf of _____ (Bidder) and hereby certified as follows:

1. I have read and understand the “Vendor’s Lobbyist/Consultant Disclosure Statement Form” as it appears in the specifications.

2. Understanding the term “Lobbyist/Consultant” as it is described in said “Statement”, I, on behalf of myself and/or _____ (Bidder), say that I/We have not retained any “Lobbyist/Consultant” in connection with this bid/bid.

I certify that this statement is accurate

Bidder’s Name (Print)

By: _____
Signature

Date:

Name:

Title:

NOTARY

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public of _____ (Also type or print name)
My commission expires _____ 20_____.
Please affix notary seal.

HUDSON COUNTY COMMUNITY COLLEGE

**VENDOR'S LOBBYIST/CONSULTANT
DISCLOSURE STATEMENT FORM**

DATE: _____
VENDOR/
BIDDER: _____
ADDRESS: _____

TO THE BOARD OF TRUSTRESS
HUDSON COUNTY COMMUNITY COLLEGE
25 JOURNAL SQUARE
JERSEY CITY, NEW JERSEY 07306

NOTE:

1. It is mandatory that this form be completed, signed appropriately, notarized and submitted with the bid even if no lobbyists/Consultant has been retained. Failure to submit this form shall result in the exclusion of the bid from consideration as not responsive to the College's expectations.
2. The term Lobbyist/Consultant is expansive and includes any person, partnership, committee, association, corporation, or any other entity which agrees to receive, directly or indirectly compensation, "in money" or "in kind", or anything of value including reimbursement of expenses in order to influence decisions of the Board of Trustees by direct or indirect communications with any member or members of said Board.

VENDOR'S STATEMENT

I have read and understand the above language regarding the mandatory disclosure of Lobbyist/Consultants.

The following Lobbyist(s)/Consultant(s) have retained by this vendor/bidder in relation to this bid.

1. NONE () Initial here if appropriate **AND** complete the attached Statement of Non-Retention of Lobbyist/Consultant.
2. Name _____
Address _____
Tel # _____
3. Name _____
Address _____
Tel # _____

USE ADDITONAL PAGES IF NECESSARY TO LIST ALL ENTITIES RETAINED.

I, certify that I am authorized to make this representations regarding Lobbyist/Consultant disclosure.

I certify that the information on this form supplied by me is accurate.

BIDDER'S NAME (Print)

By: _____
Signature

Date
Name: _____

Title: _____

NOTARY

Subscribed and sworn to before me this _____ by of _____ 20____.

Notary Public of (Also type or print name)

My commission expires _____ 20____.
Please affix notary seal.

ADDITIONAL BID INFORMATION FORM

- 1. Prior Experience – Bidder shall have had a least five (5) years of continuous experience immediately prior to the date of submission of its bid in the management operation and execution of janitorial custodial, and general cleaning business actually engaged in providing services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the College that the persons or entities owning and controlling the bidder have had such continuous experience. (Use additional sheets if necessary). The Bidder must currently service, or within the past five (5) years have serviced, a New Jersey college or institute of higher education similar in size or larger than the College. (Use additional sheets if necessary)**

- 2. References – minimum of three (use additional sheets if necessary)**

- 3. Provide resume of proposed on-site manager**

SPECIFICATIONS- GENERAL PROVISIONS

These General Provisions are part of the specifications and will become part of the Contract signed between the College and the Successful Bidder.

INSTRUCTIONS TO BIDDERS

Hudson County Community College (hereinafter "The College") invites bids, pursuant to the Notice to Bidders for Custodial Services ("Services"). Bids are invited on the basis described in the Specifications and instructions, which also set forth the quality of service required. Conditional bids shall not be accepted. Bidders are cautioned not to attach any condition, limitation, or provision to their bids as the same may disqualify the bid and cause its' rejection. No alternate bid shall be submitted unless expressly called for.

Bids must be tendered upon the attached bid forms. All blank spaces in the form must be filled in and the whole form must be accomplished in a proper manner. All prices and amounts must be written in ink or preferably typewritten on the forms furnished or copies thereof. Any changes, whiteouts, strikeouts, etc. on the bid page must be initialed in ink by the person responsible for signing the bid. A bid containing any omission, alteration, addition, condition, limitation or proviso may be rejected.

The successful bidder must present to the College's Director of Contracts and Procurement all bonds required to be submitted, and execute a Contract, all within ten (10) days after the receipt of a copy of the Notice of Award of Contract. Upon failure or neglect to do so, the bidder will be deemed to have abandoned the project and to be in default, and thereby the deposit will become forfeited as liquidated damages and not as a penalty. In no case will the College be bound until actual execution and delivery of the Contract.

The Contractor may not commence performing the Work until such time as satisfactory Performance and Payment Bonds have been delivered to the Board. The College may reject any bond that is not in conformance with the applicable statute.

The premium on bonds shall be paid by the successful Proposer.

Unless a bid complies with the requirements and terms of the specification, it may not be considered.

Bidders must familiarize themselves with all laws and regulations of the State of New Jersey and the United States of America and all municipal laws, or ordinances and regulations, affecting the work to be done in any manner, whether concerning labor, materials, methods of work or equipment to be used, or anything else made the subject of governmental or municipal regulation. A claim of misunderstanding or of ignorance thereof will not be considered by the College. The Contractor must indemnify and save harmless the College, its' officers, agents, servants and employees, against all claims or liability for damage or penalty arising from or based upon violation, or asserted violations, of any law, ordinance, regulation or patent right by such Contractor, his agent's servants or employees.

Bidders are advised of the existence of statutes and regulations relative to safety of workman, hours of labor, workman's compensation insurance, preference and prohibition of certain types of labor, and discrimination against labor, and other particular status and regulations affecting the bid work, together with regulations, rules and ordinances of the municipality in which the work is to be done. The Contractor must comply with any and all applicable laws, regulations and ordinances of the State and the United States and also of the municipality in which the work is to be done, and which laws, regulations and ordinances are hereby made part hereof as fully as if recited herein at length.

WAGE ORDINANCE

Bidders are advised that the provisions of Ordinance #363-6-2014 County Contractor Standard Compensation Provisions Ordinance (“Ordinance”) applies to this contract. A copy of the Ordinance is included in the specifications. Pursuant to the Ordinance, the “standard hourly rate of pay” for service workers, including workers under this contract shall be the greatest of the following:

- (1) 150% of the federal minimum wage;**
- (2) the hourly rate of pay for work performed within the County under the Collective Bargaining Agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the Collective Bargaining Agreement covers no less than two hundred (200) employees in the classification; or**
- (3) the hourly rate paid to workers in the relevant classification under the preceding qualified contract.**

HCCC has received information indicating that the SEIU 32BJ Collective Bargaining Agreement and its most recent amendment, which documents are attached, meets this criterion. Based upon the requirement of the Ordinance, the College has determined the minimum amount of wages to be paid to workers under this contract and has included the minimum applicable rates in these specifications. Any bid which includes wages less than this amount will be rejected. Any questions regarding the minimum amount of wages to be paid under the contract should be brought to the College’s attention within the time allotted in the specifications to submit questions or ask for interpretations.

The determination of the lowest bidder will be based upon the percentage/markup charged by the bidder above the wage rates set forth in the wage rate sheet included in the specifications (which amount will be the same for all bidders as set forth in the chart).

Bidders must examine carefully the site or sites of the work, the specifications for the proposed improvement, also plans and drawings if such are provided, and satisfy themselves as to character, quality, quantity and nature of work to be done. They must also satisfy themselves, by personal inspection of site or sites of the proposed improvement and by such other methods as desired or preferred, as to the present condition and nature thereof, and the sufficiency of specifications, plans, drawings abs estimates, and will not, at any time after submission of the bid dispute any directions explaining or interpreting the same, nor change any misunderstanding thereof.

Bidders must familiarize themselves will all requirements concerning equipment operation for proper execution of the Work and types of labor to be employed on the job.

Bidders must set forth the name and post office address of the person, partnership, or corporation making the bid. Individuals signing the bid on behalf of any entity must be authorized to bind the bidder. Proof of authorization must be provided if requested.

All cashier's checks or certified checks delivered with any bid, except the lowest responsible bid, will be returned within ten (10) days after the bid opening, if requested.

The College reserves the right to reject any or all bids when it is deemed advisable to do so, in accordance with applicable law. Award of Contract, when and if made, will be to the lowest responsible bidder whose bid complies with the conditions set forth in the advertisement for bids and by these specifications. Failure of a bidder to execute a Purchase Order and the Contract awarded to him or to comply with any or all of the terms and conditions therein may disqualify him from receiving future orders or from bidding on future contracts. In such instance, the College reserves the right to rescind the award of contract, and the bidder shall forfeit its bid security. Such disqualification or the failure to disqualify shall not limit the remedies available to the College upon default, and it may recover full damages in addition thereto in accordance with the law.

The College will not award any Contract if competition among potential Bidders has been suppressed, or if there exists any combination, agreement or confederation not to bid among Bidders, or companies or persons engaged in the contracting business. When it is determined that any bidder is interested in more than one bid submitted for the same work, such fact will warrant rejection by the College of all bids in which the bidder is interested.

QUESTIONS AND INTERPRETATIONS

No oral interpretation of the specifications, supply or equipment lists or other contract documents will be given to any bidder. Should any bidder find discrepancies or omissions in the specifications, or other contract documents, or have any question, he/she shall at once notify the College in writing. Every question or request for such interpretation shall be addressed in writing to the College and be directed to Jeff Roberson, at 26 Journal Square, 14th Floor, Jersey City, New Jersey. 07306 To be given consideration, such questions or requests must be received no later than 5:00 P.M. prevailing time at least ten (10) business days prior to the bid opening date. Requests received after that date and time may not be considered. All such interpretations which require changes to the specifications, and supplemental instructions will be in the form of written addenda to the specifications and will become a part of the contract documents. Any issued addendum will be sent in accordance with applicable law. The failure to acknowledge receipt of any issued addendum may result in rejection of the bid or disqualification of the bidder. The failure of any bidder to receive any such addendum or interpretation shall not relieve any such bidder from any obligations under its bid as submitted or requirement in the specifications or contract documents. In the event of any dispute as to the meaning of any instructions and interpretations, the interpretation of the Board of Trustees of the College shall be final and binding. Failure to submit any question shall mean that the Bidder fully understands the requirements of the bid request and Contract.

The College reserves the right to make such alterations, deviations, additions to or omissions from the contract documents, including the right to increase or decrease the quantity of any pay items or portion of the Work or to omit any pay items or portion of the Work, or choose any of all or none of the alternate items, as may be deemed by the College to be necessary to meet the limit in the funding for this service.

BIDDER PREREQUISITES

Only Bidders who can comply with the following requirements should submit a bid as only bids submitted by such Bidders will be considered. It should be noted that a determination that a Bidder meets the prerequisites is no assurance that the Bidder will be deemed qualified in connection with other bid requirements included herein. Further, the determination that a Bidder meets or does not meet the prerequisites is subject solely to the College's discretion.

The College may give oral or written notice to the Bidder to furnish the College with information to substantiate these prerequisites and to meet with the College's Director of Facilities relating to its qualifications and ability to fulfill the Contractor's obligations hereunder. All requested information shall be submitted no later than three (3) working days after said notice. Failure to submit any requested information may result in the College deeming the Bidder non-responsive.

1. The Bidder shall have had a least five (5) years of continuous experience immediately prior to the date of submission of its bid in the management operation and execution of janitorial custodial, and general cleaning business actually engaged in providing services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the College that the persons or entities owning and controlling the bidder have had such continuous experience. The Bidder must currently service, or within the past five (5) years have serviced, a New Jersey college or institute of higher education similar in size or larger than the College.
2. During the time as stated in (1) above, the Bidder or persons or entities owning and controlling the Bidder shall have satisfactorily performed or be performing under at least two (2) contracts similar services of similar scope to those required under this Contract as applied to buildings of equivalent type and size to those at the Facility which services are herein requested.
3. If applicable, the successful bidder shall be required to comply with all State of New Jersey Right-To-Know Laws, including provisions relating to documentation of training plans to be

used for new and /or replacement personnel. For clarification purposes, this is a post award requirement, and is not needed to be demonstrated in the bid.

SPECIFICATIONS-PROJECT PROVISIONS

The purpose of this bid is to obtain the services of an experienced and responsible contractor to provide management of the Custodial Cleaning Services for Hudson County Community College and its locations listed herein. The contractor shall furnish all necessary management of its staff and labor for prompt and efficient performance. The Contractor shall perform all work so as to minimize disruption to normal operations.

Hudson County Community College locations, for the purposes of this Contract, are comprised of buildings and their immediate exterior vicinity, including parking lots, private sidewalk areas, and public sidewalk areas. These are the locations to be cleaned. The building locations are as follows:

<u>Location</u>	<u>Approximate Square Feet</u>
Journal Square (Jersey City, New Jersey) Campus	
168 Sip Avenue	13,600
162 Sip Avenue	15,447
870 Bergen Avenue	31,526
81 Sip Avenue	28,398
70 Sip Avenue	44,000
13-21 Jones Street & Enos Place	18,000
2 Enos Place	25,179
161-173 Newkirk Street	74,000
141 Sip Avenue	14,300
North Hudson (Union City, New Jersey) Campus (NHHEC)	
4800 Kennedy Blvd. & Pedestrian Bridge	97,000
71 Sip Avenue Library	117,000
STEM (Future 3 years)	70,127

The College makes no representation, guarantees or warranties that the approximate interior building square footages shown above are accurate or complete. They are the College's best estimates. Bidders can verify the estimates at their own expense. Accordingly, the College shall not create or be deemed to create any obligation or liability upon itself for any reason whatsoever and each bidder, by submitting his bid expressly agrees to this understanding and shall not hold the College liable or responsible therefore.

The College shall have the right at any time, in its sole discretion, to increase or decrease the square footage herein described (including the addition or removal of a complete location or portion thereof), or to delete areas or parts of areas which are so described. There shall be no limit to the square footage that can be added or deleted. From time to time there may be deletions on a temporary or permanent basis due to unforeseen events due to renovation, construction, vacancy, or other operations, etc. Such deletions shall be subtracted from the total square footage covered by the Contract. Payments hereunder shall be adjusted to reflect such additions or deletions utilizing unit prices as set forth in the Contractor's bid. Cleaning services will include but not be limited to all building areas including bathrooms, kitchens, janitor closets, classrooms and all corridors, offices, stairwells, machine rooms and all building exteriors including buffing of floors, windows cleaning and garbage, debris, recycling, event setups/breakdown and furniture relocations, etc...

CONTRACTOR'S RESPONSIBILITIES

The Bidder offers a firm offer to provide to the College the services and to perform all other work in connection therewith required under this Contract, all as specified by the terms and conditions of the Contract.

Each Bidder must inform himself fully of the conditions relating to the Contract and the employment of any personnel thereon. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor and material necessary to carry out the requirement of the Contract. By submitting a bid, the bidder covenants and agrees that he has satisfied himself,

from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief without penalty of the Contract because of any misunderstandings or lack of information.

The successful bidder is required to keep himself informed of and comply with all applicable and hereafter promulgated Federal, State, and local laws and the rules and regulations of all authorities having jurisdiction over the subject matter of the Contract, including the rules and regulations of the New Jersey Department of Higher Education. The successful bidder shall also be responsible for securing, paying, and maintaining all permits, governmental fees and licenses necessary for the proper execution and completion of the work required by the Contract. The Contractor shall supply the College with evidence that such applicable licenses, permits, authorizations or other required documents have been obtained.

The Contractor agrees to furnish all labor, supervision, and training necessary for the proper execution of the Contract. **All staff assigned to the College will be direct employees of the Successful Bidder.** The Contractor will establish the terms and conditions under which any employee is hired (consistent with these Specifications) and has the sole responsibility to compensate its employees, including, without limitation, all wages, benefits, taxes, insurances, worker's compensation and unemployment. The College has the right to require the immediate removal or discharge of Contractor employees from performing under the contractor for unsatisfactory performance or those that conduct themselves in a manner which is unbecoming or otherwise detrimental to the College, as determined in the College's sole discretion. The Contractor will immediately replace the removed or discharged employee with another qualified employee of the Contractor. The Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

In addition to other requirements in the Bid Specifications, the successful bidder shall:

1. Provide on-site management staff who will undertake all issues and duties required by the Specifications and will report and respond directly to the College as needed.
2. Direct and train employees in a manner providing for effective coordination of skills, time, facilities functions and all requirements of the Specifications.
3. Provide human resource management for the facilities staff with respect to those provisions outlined in the scope of work and Services.
4. At all times cooperate and coordinate with outside contractors whose product and services affect the scope of work and Services.
5. Communication status and completion date of work orders and custodial requests with Custodial staff and principals.

The contracted custodians will report to Ilya Ashmyan, Director of Facilities, as the Contract Administrator for daily administration, with a dotted line reporting relationship to the College's principals. As the Contractor's staff will have a dotted line reporting relationship with College personnel, they must work together as a team. This reporting relationship is for communication and coordination and is not intended to create an employer/employee relationship between the Contractor's staff and the College. Nothing contained herein shall create an employer/employee relationship between the District and the Contractor or the Contractor's employees. It is imperative that the Contractor's staff and manager develop a good working relationship and communications with the College and its staff.

Start-Up/Transition Plan: As a condition of award, the successful bidder shall submit with their bid a detailed start-up/transition plan from pre-planning (30 days prior to the start of the contract) through the start of the contract and the first three (3) months of the contract. The plan should detail the additional management/resources the bidder will be providing, as all as the startup task, and requirements for the College, implementation dates, estimated completion dates, and who is responsible (name and titles).

The Contractor must be fully capable of performing the scope of work and services within its own resources and may not assign, transfer, or subcontract the contract or any portion thereof without the written consent of the College, which consent may be withheld in the College's sole discretion. Subcontracting any part of the contract without the College's permission to do so will be a breach of contract and cause for termination without opportunity to cure.

During the duration of the Contract, no change is permitted in any of its conditions and specifications unless the Contractor receives written approval from the Custodial Services Manager.

In the performance of the Contract, the Contractor shall employ such methods as will not cause any interruption or interference with the functions and activities of the College, its staff, students or visitors, or with the work of any other contractor of the College. The Contractor shall conform to all procedures of the College and shall conform to all directions or instruction of the Custodial Services Manager who is empowered to administer this Contract for the College.

As noted supra, in accordance with ordinance # 363-6-2014 and Article 17 of the Hudson County Administrative code minimum hourly rates of pay, vacation benefits and health insurance benefits are required for a non-county employee providing services to the county/College. In this case, the applicable provision of the ordinance is "Section II". The rate in the Collective Bargaining Agreement in Hudson County that covers the largest amount of non-supervisory employees employed within Hudson County in the relevant classifications, provided the Collective Bargaining Agreement Covers at least 200 employees in that classification." HCCC has received information indicating that the SEIU 32BJ Collective Bargaining Agreement, which is attached, meets this criterion. A copy of this Agreement is available upon request.

For your reference, please see the attached chart summarizing the applicable wage, benefits and paid leave requirements. **The College has calculates the minimum wage rate for the contract and included it in the bid proposal form for the period from 36 month (3) Years . The Contract is currently being negotiated for future years. The successful bidder will be required to pay the negotiated wage rates, once finalized, including payment of back pay, if applicable. Failure to comply with the minimum wage rates shall result in rejection of the bid and as cause for termination of the Contract for cause.**

Price Adjustment Formula: The ordinance also requires all contracts for building service work to include language providing for how adjustments will be made to compensation. Adjustments shall be made in the following way:

"The annual adjustment of the standard compensation, which is the higher of: a. The percentage difference in CPI for New York – Northern NY – Long Island – NY-NJ-CT-PA; b. The standard compensation for work performed within the County under the current relevant CBA."

All materials must be stored and handled in strict conformity with MSDS and any State, Municipal laws, ordinances and regulations.

Should work or material not mentioned in the specifications directly or indirectly, but nevertheless required to carry out the intent thereof as determined by the Custodial Services Manager, it must be regarded as implied and required and the Contractor must supply the same just as if it had been set out properly.

The Contractor must not perform any work not designated in the specifications or Contract for which he expects additional compensation, unless authorized in writing to do so by the Custodial Services Manager. **Performance of such work without prior written authorization from the College shall constitute a waiver of the Contractor's right to payment for such work.**

The Contractor will be held responsible for breaking or otherwise damaging existing facilities by reason of his work or any part thereof and must give immediate notice thereof to the persons or companies having them in charge. Expenses of repair or restoration thereof must be paid by the Contractor, and if not paid within thirty days thereafter, an amount sufficient to defray the cost thereof will be retained by the College from any money due or to become due to the Contractor.

In the event the services are terminated either by Contract expiration or by the College, it shall be incumbent upon the Contractor to continue the service until new services can be completely operational. The Contractor will be compensated for this service at the current Contractor rate(s).

Union Actions are the sole responsibility of the Contractor and are not to be held on College time or properties. The Contractor shall defend, indemnify and hold the College harmless from

any and all claims brought against the College by any Union claiming a violation of any law or contract.

COLLEGE RIGHTS AND RESPONSIBILITY

Should any misunderstanding arise over quantity or quality of work, material or equipment required as or shown in these specifications, the requirement requiring the greater level of service or what is most beneficial to the College shall control, and the decision of the College's Custodial Services Manager as to correct interpretation of specifications will be formal and conclusive.

The Custodial Services Manager will have full right to direct the nature and kind of work to be done first and to direct the order in which the remainder must be carried out. He/She will also have full right to order where the Contractor will begin work and the locations where and when the various items of the Contract must be executed.

Notices of any kind called for under the Contract are to be given to the Contractor or his representative personally, or by registered mail addressed to him at the address stated in his bid.

The College reserves the right to, at any time, hire specialized contractors to perform some or all of the maintenance tasks listed herein. The Contractor must cooperate with these other contractors to the fullest extent possible.

The College reserves the right to add or delete services to this Contract, including the removal (or addition) of a location or portion thereof, or the elimination of any category or type of service. Should this occur, costs will be negotiated based upon the original bid prices submitted for the Contract. No minimum amount of work or services is guaranteed upon the award of a contract.

If any unsatisfactory work is not corrected within the allotted time frame required by the Contract, the College reserves the right to complete the work to its satisfaction and deduct the cost from any monies due the Contractor. This provision may be used when the work is not promptly corrected by the Contractor or when there are continuous and/or repeated deficiencies in the Contractor's performance. The College may also declare the Contractor in breach of Contract and terminate the Contract.

Water, electricity and cleaning supplies necessary for the performance of work will be furnished by the College and at no cost to the Contractor.

The College's obligation hereunder is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the College for payment of any money shall arise unless and until funds are made available to the Manager of Custodial services.

CONTRACT AWARD, TIME, AND DURATION

A contract, if awarded, shall be awarded to the lowest responsible bidder.

Period of Contract shall consist of three (3) twelve (12) month periods, totaling thirty-six (36) months. The second and third years are subject to annual appropriation by the College of sufficient funds for the contract, as well as a determination of the College that the Contractor is performing satisfactorily, in the College's sole discretion. **The second and third years are not guaranteed.**

The successful bidder shall be given approximately thirty (30) days after notification of intent to award Contract to gear up and be ready to begin providing full contractual services. Failure to commence work within the 30 days' period shall constitute grounds to rescind the Contract. In such event, the Contractor shall be liable the College for all damages incurred by the College, including, without limitation, additional costs paid by the College to another company to perform the services.

The initial twelve (12) month period shall commence as soon as possible after the formal date of award and shall be such date that the Contractor begins providing full contractual services.

TERMINATION OF CONTRACT

The College may terminate the Contract with the successful bidder for convenience by providing a minimum of forty-five (45) calendar days' advance notice to the Contractor. In such instance,

Contractor shall, as its exclusive remedy, be paid for completed and approved services performed up to the date of termination.

In the event the performance by the contractor of the services provided for under this agreement is unsatisfactory to the College, or fails to comply with the requirements of the Specifications or Contract, the College shall notify the contractor in writing, and the contractor agrees to remedy the unsatisfactory condition or performance within 5 days (or earlier in the event of an emergency). Should the unsatisfactory performance or condition not be remedied within 5 days of notice being given (or earlier in the event of an emergency), the College shall at its' sole option be entitled to terminate this agreement immediately. Further, the Contractor shall be liable to the College for all damages caused by the Contractor's unsatisfactory performance or breach of contract, including, without limitation, the cost of correction and/or any increased amounts paid to another vendor provide the services. The College may, in its discretion, and deduct the cost to correct the condition from amounts due or to grow due to contractor under the Contract. The contractor shall not be entitled to any compensation for services subsequent to receiving notice of termination from the College.

The College may terminate the Contract for any event, regardless of cause, which results in a substantial interruption of service at the facilities to be cleaned hereunder. Such termination shall be effective upon written notice from the College. The College does not need to provide any opportunity to cure.

The College may terminate the Contract immediately if the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency.

In the event, it is found that any worker, employed by the Contractor covered by the Contract, has been paid a rate of wages less than the wages required to be paid by the Contractor, the College may immediately terminate the Contract and/or the Contractor's or subcontractor's right to proceed with or complete the work, or such part of the work where there has been a failure to pay required wages. The Contractor and his sureties shall be liable to the College for any excess costs occasioned thereby.

In addition to those remedies available at law, the College may pursue those remedies available to it by law, including, without limitation, those set forth in Ordinance 363-6-2014; Section VI which include:

- (a) Restitution to employees for unpaid wages.
- (b) Suspension of payments under the contract until restitution for unpaid wages is made.
- (c) Termination of the contract if restitution is not made.
- (d) Debarment from contracting with the College should restitution not be made and the contract is terminated. Debarment shall be pursuant to the provisions of N.J.S.A., 40A:11-4 and may be for up to five (5) years.

COMPENSATION

Payment to the Contractor for services satisfactorily performed will be made monthly, after the services have been rendered, generally within 30 days of an approved invoice by the College's Board of Trustees at a regularly scheduled meeting.

The Contractor agrees to accept as full and complete compensation for the performance of the work required by this Contract an amount equal to the sum of the work actually performed and approved by the College as satisfactory during each month of this Contract at the wage rates set forth in the Specifications plus the Contractor's markup percentage. All invoices must be submitted based on the all-inclusive unit rates bid. Monthly costs based upon hourly unit rates shall and must be such rates multiplied by the actual hours worked. Actual hours worked for the basis of hourly unit rates shall and must be verified by daily individual sign-in/sign-out sheets. The College reserves the right to require Contractor personnel to use its time clock to ensure proper daily porting of actual time worked.

The Contractor shall only receive compensation for work actually performed in a manner satisfactory to the College.

On or after the fifth day of the month following the month of the commencement of the Contract and on or after the fifth day of each following month, the Contractor shall submit for payment a detailed bill for the work performed in a format satisfactory to the Custodial Services Manager.

The Contractor must submit an invoice for services he believes to be satisfactorily rendered to the following address: Hudson County Community College, Attn: Accounts Payable department, 26 Journal Square 14th Floor, Jersey City, New Jersey 07306.

All invoices shall contain the Contractor's name, address, telephone number, Contract Name, dates of service, and the name of the Contractor's representative to contact concerning billing questions.

All invoices shall NOT include any sales tax, nor finance charges.

The College Supervision and Custodial Services Manager will determine the quality and quality of work performed satisfactorily and approve same before payments will be made to the Contractor. No guarantee is made that the quantities or types of work indicated herein are guaranteed and no representations are made as to what the actual quantities of work will be.

The College reserves the right to add or delete quantities to this Contract, including, without limitation the removal (or addition) of a location or portion thereof, or the elimination of any category or type of service. Should this occur, costs will be based upon the hourly rates submitted for the Contract.

Costs for snow removal/emergency, and/or additional labor services provided under the Contract shall and must be based upon the hourly unit rates as submitted in the Contractor's bid and for hours actually worked and approved. Separate invoices shall be provided for these costs.

No overtime, other multiplier or other additional compensation shall be paid for any work under this Contract unless specifically approved by College management in writing, in advance of providing the service.

When claims against the Contractor are made by the College, pending adjustment thereof, there can be withheld from the Contractor sufficient funds to cover same; any amount paid by the College thereon will be deducted from money due or to become due to the Contractor under the Contract or otherwise. If such sums due or to become due are insufficient to cover the costs, the Contractor shall be responsible and liable to the College for the difference.

CHANGES IN THE WORK

The Contractor agrees to make any changes as desired by the College in the quality or quantity of work or materials whether contemplated in original specifications or not. No change will be made nor will there be any deviation from the original provisions except as authorized by the College.

Should the Contractor refuse to abide by any order increasing or reducing quantities or qualities under the Contract, including, without limitation, the removal (or addition) of a location or portion thereof, or the elimination of any category or type of service, such refusal shall constitute an event of default and breach under the contract, and the College can proceed as provided herein in articles concerning Termination of the Contract.

INSURANCE, BONDING AND INDEMNIFICATION

The Contractor shall not commence work under the Contract or under any special conditions until he has obtained all insurance as required under the following subparagraphs and until such insurance have been approved by the College, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required have been obtained and approved. In the event of any conflict between this insurance section and any prior insurance language, the language requiring the greatest level of insurance shall control.

The Contractor shall take out and maintain during the life of the Contract Workmen's Compensation Insurance for all his employees employed under the Contract, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work

under this contract is not protected under the Workmen's compensation statutes, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance with a private company in an amount equivalent to that provided by the Workmen's Compensation statute for the protection of his employees not otherwise protected.

The Contractor shall obtain and keep in force during the term of the Contract, public liability and property damage insurance in companies and in form to be approved by the College. Said insurance shall provide coverage to the Contractor, any subcontractor performing work provided by the Contractor, and the College. That policies shall be endorsed so that Hudson County Community College, its officers, agents, servants and employees as their interest may appear, shall be named as an additional insured on said policy insofar as the work and obligations performed under the Contract are concerned. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the College, the Contractor or the subcontractor or by anyone directly employed by either of them. The coverage shall include a waiver of subrogation in favor of the College. In the event of a conflict between the below insurance language and the requirements elsewhere in this document, the requirement requiring the greatest level of insurance shall control. The minimum policy limits of such insurance shall be as follows:

Bodily injury liability coverage with limits of not less than One Million Dollars (\$1,000,000) for bodily injury, including accidental death, to anyone person and subject to that limit for each person, in an amount not less than One Million Dollars \$1,000,000) for each accident; and property damage coverage in an amount of not less than One Million Dollars (\$1,000,000) for each accident.

A copy of the insurance policy, together with a copy of the endorsements naming Hudson County Community College, its. officers, agents, servants, and. employees as their interest may appear: as an additional insured, shall be provided to the College within a reasonable time after receiving notice of award of Contract.

The Contractor agrees to save Hudson County Community College, its officers, agents, servants and employees from all loss or damage occasioned to it or to any third person or property by reason of any carelessness or negligence on the part of the Contractor, subcontractor, agents and employees in the performance of the Contract, and will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against Hudson County Community College, its officers, agents, servants, employees as their interest may appear in such suit. The Contractor shall furnish the insurance required.

Automobile and truck insurance, covering vehicles owned and/or operated by the Contractor and vehicles operated for the Contractor, including those employees when so operated shall be provided as follows:

- A. One person in anyone accident, amount of One Million Dollars (\$1,000,000)
- B. Two or more persons in anyone accident, amount of One Million Dollars (\$1,000,000)
- C. Aggregate property damage policy limit of One Million Dollars (\$1,000,000).

The Contractor and his surety must indemnify and same harmless the College and all officers, agents and employees thereof from all suits and actions of any kind brought against them, or any of them, on account of an act, omission or obligation on the part of the Contractor, his agents, servants, employees or representative. As much of the money due to the Contractor under Contract, as deemed advisable and necessary by the College, may be retained or surety held until settlement or final determination of all suits or claims and suitable evidence of settlement or full satisfaction thereof furnished by the College. When the Contractor is required to employ, or desires to use, patented or copyrighted processes of articles in the Work, he must provide therefor by proper and effective agreement with owners of such patents and copyrights and file copy of his agreement with the College, otherwise he and his surety under their agreement of indemnity must indemnify and save harmless the College from all claims and damage.

SCOPE OF WORK

The Contract shall and must furnish all necessary labor required to provide custodial services as described in the Contract.

Tasks that ARE NOT included in the scope of work of the Contract are as follow:

1. Replacement (labor) and supply (material) of light bulbs.
2. Care of live decorative plants.

Tasks that ARE included in the scope of work of the Contract are defined as follow:

1. Daily cleaning functions are defined as scheduled activities that are performed at least once per day.
2. Route cleaning functions are defined as scheduled activities that are performed at least once per week.
3. Project cleaning functions are defined as scheduled activities that are performed less frequently than once per week.
4. Policing cleaning functions are defined as scheduled shifts requested by the College providing operational coverage for custodial activities, porter services and other work as assigned by the College requiring manual labor custodial in nature. Costs for these functions are to be included in the base unit rates shown per labor hour.
5. Snow removal emergency functions are defined as such unscheduled, unskilled services specifically called for and authorized by the College for the removal of snow, ice, and other seasonal conditions from College sidewalks and public sidewalks, as well as the immediate vicinity of College buildings and properties/campuses or other unskilled work required for response to emergency situations. During regular College hours of operations these duties may be assigned by the Custodial Manager and/or Facilities Management to any personnel needed to perform said duties. Regardless of personnel performing the work, costs for these functions shall be paid at the base unit rates shown for snow removal emergency labor hour(s). All personnel assigned to porter position(s) must report on such days of snow or emergency situations, at their normal schedule and start time, unless otherwise communicated by the College Facilities Management Team and any other personnel required for snow removal emergency work or other emergency situations, shall and must report to the College within two (2) hours of such a request.
6. Additional labor services are defined as such scheduled services specifically called for and authorized by the Custodial Services Manager for coverage of College special events, large moving projects, or other additional labor services requiring unskilled manual labor. Personnel required for additional labor work shall and must report to the College within twenty-four (24) hours of such request for additional scheduled labor. Costs for these functions are to be included in the base unit's rates shown per additional labor hour.
7. Janitorial supplies shall be provided by the College including all cleaning supplies, toilet tissue, toilets seat covers, restroom paper towels, feminine sanitary supplies, liquid hand soap and sand or deicing materials, "Expo" brand "whiteboard" cleaning solutions and wipes, detergents, degreasers, enzyme drain degreasers, soaps, sanitizers, deodorizers, paper supplies required to provide cleaning services, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, buckets, dust mops, dust cloths, plastic bags, polishes, sponges, plastic can liners, etc.
8. The Contractor shall be responsible to assure all Material Safety Data (MSDS) precautions are adhered to and all staff are trained and are in conformance with all Federal, State Local, OSHA, PEOSHA and NJ Right-To-Know laws, rules and regulations. The Contractor shall and must maintain appropriate Material Safety Data Sheets (MSDS) at the time the product is requested for use approval. All supplies shall and must be properly labeled. Failure to provide compliance with any NJ Right-To-Know regulation may result in termination of the Contract.
9. The Contractor shall be responsible to provide all equipment and machinery needed to perform the required service within the designated timeframes. Said equipment shall be kept on College premises at all times and the College may make assignments to Contractor shift personnel to use such equipment. Such equipment shall include, but not be limited to:
 - a) Vacuum cleaners (and the belts and rollers for Vacuums)

- b) Floor Care Machines (for Stripping, Waxing & Buffing Floors)
 - c) Floor Scrubbers
 - d) Mop Buckets
 - e) Janitor Carts
10. All equipment must be maintained in good, safe operating condition at all times. Under no circumstance shall the Contractor or his employees operate or allow to be operated equipment that has visible signs of safety hazards including but not limited to, frayed/nicked electrical cords, broken handles, misaligned or improperly operating power or rotating equipment, equipment with unintended sharp edges, broken steps, wobbly, unstable or misaligned wheels, etc. All equipment shall and must conform to all Federal, State, Local, OSHA, PEOSHA rules and regulations.
 11. All contractor employees must wear uniforms including pants, shirts, safety shoes and safety gear if necessary. Exterior weather gear should be appropriate for the US East coast seasonal weather conditions including foul weather gear for stormy and snow removal activities.
 12. Space may be assigned to the Contractor for staff locker and storage of equipment. Contractor shall have non-exclusive use of custodial/janitorial closets in all buildings and the Contractor shall keep these clean, especially sink/floor drains, odor free with doors closed and LOCKED at all times. The College has extremely limited space for all operations and although this is recognized as a legitimate and necessary assignment, there is no guarantee as to the assignment of such space by the College. The Contractor expressly agrees to fully cooperate with the College for the purposes of equipment and supply storage, etc.
 13. The College shall have the right at any time to enter such spaces provided to the Contractor for any reason whatsoever.

SCHEDULE OF WORK

The following schedules of work are to be performed by the Contractor for those functions defined herein as:

- A. Daily cleaning functions
 - B. Routine cleaning functions
 - C. Project cleaning functions
 - D. Policing cleaning functions
 - E. Snow removal/emergency functions
 - F. Additional labor services
- A. All enumerated Daily cleaning functions for all locations as define herein and for classifications of interior space defined as classrooms, labs, restrooms, and stairwells, and in addition all corridors, lobbies, elevators, student lounges, libraries and tutoring rooms shall be performed each and every Monday through and including Sunday. The starting time of all Daily cleaning functions in all locations shall be no earlier than 10:30 p.m. each day and continue until completed but in no case shall continue past 7:00 a.m. the following morning

All Daily cleaning functions as defined above are to be performed exclusive of twelve (12) holidays when the College is closed. The Contractor shall be supplied with an exact schedule of such holidays.
 - B. All enumerated Routine cleaning functions for all locations as defined herein shall be performed each and every week, exclusive of the week between Christmas Holiday and New Year's Day Holiday. Such Routine cleaning functions shall be performed between Monday and Friday and shall be performed no earlier than 10:30 p.m. and continue until completed but in no case shall continue past 7:00am the following morning.

- C. All enumerated Project cleaning functions for all locations as defined herein shall be performed per the frequency schedule herein. Such Project cleaning functions shall be performed between Monday and Friday and shall be performed no earlier than 10:30 p.m. and continue until completed but in no case shall continue past 7:00 a.m., the following morning. The Contractor shall submit, in a post award meeting, his proposed monthly schedule and staffing plan for work functions described in #A - F above and all other work pursuant to this Contract. This schedule shall be set on an annual calendar identifying the task, frequency of work and the number of personnel performing the work. Thereafter, each month the Contractor shall submit such forecasted detailed monthly schedules to the Custodial Manager/Facilities Management each and every month for the duration of the Contract. The Custodial Manager shall have approval over such schedules and staffing plans. The Contractor shall adhere to the approved work schedule and shall complete all work as shown on the schedule. Any deviation of actual performance from the forecasted schedule shall be immediately brought to the attention of the Custodial Services Manager Contractor, in writing, with an explanation as to why the work was not completed and a revised schedule and plan to bring the missed functions back on track within College time frame and may require the Contractor to assign additional workers at no cost to the College until the work is back on schedule.
- D. Policing cleaning functions are scheduled shifts which shall be determined by the College. Such policing cleaning functions shall be performed between Monday thru Sunday and shall be performed no earlier than 7:00 am and continue until completed but in no case shall continue past 10:30 pm same day. The College reserves the right to change, add to, or delete from scheduled shifts at any time during the period of the Contract.

CLEANING FUNCTIONS

Daily cleaning functions:

Pick up and collect all litter, dirt and debris,

Empty pencil sharpeners,

Clean all boards, white and black, and bottom wells of boards in classrooms, do not clean or remove data on boards in other areas except upon request,

Spot clean and wet wipe walls, chairs, tables, desks, computer tables/carts, cabinets, chair rails, ledges, window sills, Venetian or mini-blinds, hand rails, tops of window unit A/C units, and radiators any surface with stains/spills, especially tables in the student lounges,

Sweep and dust mop all tile, Tile floors and stairwells paying particular attention to corners and removing all gum, tape, rubber bands, and paper clips, vacuum all entrance mats and vestibule Tires.

Damp mop tile floors if necessary to remove spills and stains,

Vacuum all carpet floors,

Spot clean all carpet areas as needed,

Reset rooms to original furniture layout. All classrooms shall be left with uniform, evenly-spaced chairs arranged in rows, allowing for sufficient space in the front of the room and against walls to eliminate rubbing.

Reset all Venetian, mini-blinds or draperies to the down and closed position,

Empty all trash containers, reline with acceptable bag, and damp wipe all containers, and return to their original location with labels facing the wall.

Collect all other trash, packing materials, discarded/shredded paper, cardboard, etc. when labeled as "trash". Breakdown and or cut cardboard into no larger than 4'X3' pieces, m.

Empty recycling containers and collect and transport to designated areas,

Clean entry door glass, all rooms/buildings, both sides, including glass "teller" areas in the Student Affairs, Bursar and all other areas,

Upon exiting each and every room, close and lock all windows, turn off all lights and window A/C units, and close and lock doors,

Empty all ash trays by screening mixture and replacing same, ensure all collected debris has been thoroughly checked for any fire or smoke prior to placing it in trash,

Remove all trash from buildings and transport to specified dumpster sites and place in dumpsters, check all around dumpster area for loose debris and trash and place in the dumpster

Broom sweep all concrete floors and entrances, foyers and walkways, Wet mop all entrance, vestibule and lobby areas with hard surface flooring partitions, mirrors, sidewalks, parking lot pavement or any other exposed surface,

Strip all wax and floor finish from entrance, lobby, corridor and stairwell floors and apply new finish. Buff to a high luster.

The entire cabinet of all drinking fountains shall be cleaned and sanitized,

All public telephones shall be cleaned and sanitized,

Completely clean, polish, wet mop or vacuum elevators,

Clean kitchenettes, remove to trash any food left out, remove to drain boards any dirty dishes, wash sink, clean soap dishes, check and wipe clean microwave ovens - remove to trash any food left inside, check and wipe clean coffee makers and shut off if left on, wash all counter and table surfaces with germicidal cleaner removing any food stains or dry good spills (e.g. sugar), turn off and polish faucets, damp wipe refrigerator and/or stovetop and/or cabinet base exterior surfaces, wet mop tile floor areas, refill paper dispensers, empty trash and reline with NEW bag.

Clean, service and sanitize restrooms, sweep and wet mop floors and drains with germicidal detergents, clean and sanitize all toilets, urinals and partitions, clean and sanitize all seats, clean and sanitize sinks, fixtures, dispensers, baby stations, receptacles and mirrors, spot clean walls, remove all litter and empty trash and reline with NEW bag, empty feminine product trash receptacles and sanitize container and reline with NEW bag, restock all dispensers-toilet tissue, seat covers, paper towels, hand soap, and feminine products

Routine cleaning functions (Defined and scheduled):

All trash bags not specifically itemized in Daily cleaning functions as having bags newly replaced daily are to be replaced with new bags as soon as necessary but must be replaced a minimum of once per week.

Clean and wet mop all tile floors and stairwells paying particular attention to comers, and removing all gum, tape, rubber bands, and paper clips. Wet wipe handrails in all stairwells. Spot wax all floors as needed.

Wash and remove scuff marks and stains from baseboards, cove moldings in all hallways, corridors and stairwells,

Spray buff all tile corridors and traffic lanes in tile rooms, entire classroom floor if necessary to keep bright well-kept appearance,

Dust all chair, tables, desks, computer tables/carts, cabinets, chair rails, ledges, window sills, venetian or mini-blinds, hand rails, tops of window unit A/C units, radiators, and tops of all library shelves and all unused shelves, with chemically treated dust cloths,

Restrooms-clean, wet wipe and sanitize all tile walls, metal polish all metal containers/dispensers, clean and use drain cleaners on all sink drains, clean floor drains as directed, machine scrub floors,

Vacuum all upholstered furniture in all rooms, paying particular attention to student lounges, reception areas. All vacuum bags on equipment are to be changed as soon as necessary to new bags, however a minimum of once per week is required.

Clean and wash windows, interior and exterior, of all ground floor locations

Kitchenettes-check inside of refrigerators and remove to trash all outdated/spoiled food and/or leaking containers, wet wipe door shelves, wet wipe inside surfaces of microwaves including and under trays, wet mop floors,

Metal polish all hardware on all rooms including knobs, handles, stops, kick plates, lock housings, strike plates, and all other bright metal surfaces,

Wet wipe all fire extinguisher boxes, canisters, etc.

Clean and pour 1 gallon of water in all assigned mechanical utility/restroom wet trap drains,

Wet wipe all computer monitor screens, with approved cleaner, in all classrooms/labs,

Clean and use drain cleaner for all drains in custodial janitorial closets.

Wash and remove scuff marks and stains from baseboards, cove moldings in all rooms, both tiled and carpeted.

Dust all wall comers of rooms, offices, classrooms from floor to ceiling and all along all wall ceiling surfaces, with chemically treated dust cloths with appropriate extension handles, use vacuum if necessary for removal of spider webs, etc.

Wood polish all unpainted/natural woodwork.

Wash and sanitize all trash and recycling containers.

Machine scrub and apply two (2) coats of finish on all tile floors.

Clean and polish all metal trim.

Wet wipe computer monitor screens in other rooms/offices.

Vacuum all beating, ventilating and air conditioning grills, grates, registers, inlets, outlets, etc...

Vacuum all draperies, especially those in the executive areas.

Kitchenettes-check inside of freezers and remove to trash all outdated/spoiled/freezer burned food, wet wipe freezer door shelves, empty-wash-refill ice trays, use drain cleaners on all sink drains

And any other duty(s) added or subtracted by the College.

Policing cleaning functions:

All policing cleaning functions shall be determined by the College. The College reserves the right to assign any and/or all of the above listed activities under Daily, Routine, Project cleaning functions to any policing shift which shall be in addition to and shall not relieve the Contractor of the any of the responsibilities of the Contractor to perform the functions enumerated under Daily, Routine or Project cleaning functions. Policing

Additionally, policing shall include but not be limited to, porter services, special event furniture and associated set-up, furniture moving, furniture storage placement and organization, transport services, courier services, and other work as assigned by the College requiring unskilled manual labor.

Project Cleaning Functions:

The following shall be done at least quarterly (4 times per year):

Strip all wax and floor finish from entrance, lobby, corridor and stairwell floors and apply new finish. Buff to a high luster,

Clean and wet wipe all heating, ventilating and air conditioning grills, grates, registers, inlets, outlets, etc.,

Clean and wet wipe all room wall hangings, pictures, clocks, display mirrors glass, etc. taking extreme care not to displace or damage items,

Hot high pressure wash and rinse all College sidewalks,

The following functions shall be done at least 3 times per year:

Strip all wax and floor finish from tile floor rooms, classroom, and all areas not done quarterly and apply new finish. Buff to a high luster.

Clean and wet wipe all office furniture, filing cabinets, office desks,

Kitchenettes-wet wipe inside of all cabinet shelves, change box of baking soda in refrigerator/freezer,

Wash and polish inside of all interior windows,

Sweep and wet mop floors, wet wipe exterior of duct work, vacuum corners and ceiling of mechanical rooms, utility rooms, data closets, telecommunications closets, boiler rooms, and other "unusable" areas, taking extreme care not to interfere with mechanical and electronic equipment of the College,

Thoroughly clean and sanitize the inside of all tanks of tank-type-toilets.

The following functions shall be done at least bi-annually (2 times per year)

Move, clean under, clean walls, refinish or thoroughly vacuum floor underneath vending machines, copy machines, refrigerators, or similar such movable, but normally stationary, equipment of the College. While machines are pulled out vacuum dust balls from back

plates/coils of machines. Extreme care shall be taken and only proper equipment used in moving these items such that no damage is done to surrounding floors/walls. The Contractor shall be responsible for any damage incurred on moving these items.

E. Snow removal/emergency functions:

Snow removal/emergency cleaning functions shall be determined by the College. As response time for this function is essential, the Contractor shall ensure adequate labor for this function when called upon. The College reserves the right to assign policing personnel this function during regular shifts. Should the Contractor's personnel fail to report for this function, the Contractor expressly agrees to require policing personnel to remain at the College after the end of their regular shift to perform this function. Payment to the Contractor will only be made for straight time worked regardless of time of day.

Functions performed shall be hand shoveling of accumulated snow, sleet, ice, hail, etc. from College sidewalks and public sidewalks in the immediate vicinity of College properties. Functions are to be performed in compliance with all local snow removal ordinances (e.g. Material shall not be shoveled into the public street). The College may require placement or spreading of deicing agents such as sand or rock salt by personnel performing this functions. The College may elect to provide a snow blower or material spreader to one or more of such assignments at its and only it's option. The Contractor shall work cooperatively with the College's snowplowing contractor for the purposes of providing clear areas at all times.

Other Emergency function shall be but are not limited to controls and clean-up of floods, indoors and outdoors, electrical outages, vandalism, plumbing leaks, equipment breakdown and outages, etc.

F. Additional labor services functions:

Additional labor services functions shall be determined by the College Custodial Operations. Functions performed shall be for College special events, large moving projects, public auctions, etc.

In Inclement Weather/Adverse Conditions, the Contractor expressly agrees that all work to be performed under this Contract, Daily, Routine, Project, Policing, Snow removal/emergency and Additional labor functions continue to take place during and regardless of any and all exterior inclement weather and interior building adverse conditions. The College, at its sole discretion, reserves the right to suspend operations for the safety, health and welfare of all involved.

During obvious or impending inclement weather-entrance, lobby, walk mats shall be put in place by Daily cleaning function personnel. Policing personnel shall keep mats clean and change when necessary, and immediately cleaning mat sets removed so as to be ready for rotation of mats if necessary during prolonged inclement weather conditions. Entrances, vestibules, and lobby floors shall be kept mopped clean from snow, ice and melted ice/water, deicing agents and related grime continuously during inclement weather conditions

Obligations During Performance Duties:

The College requires that the following conditions be IMMEDIATELY reported to the Security Command Post:

- Any fire, smoke or any evidence of such whatsoever
- Any injury to, or witnessed by, Contractor personnel requiring PEOSHA/OSHA reporting
- Any intruders or suspicious persons on College properties, inside or outside
- Any theft in progress or witnessed
- Any emergency involving water leaks into buildings, from roofs, pipes faucets, drains toilets urinals, or any other uncontrolled flowing water, etc.
- Any electrical outage
- Any smell of natural gas
- Any hazardous chemical spill
- Any other emergency condition requiring immediate College attention

The College requires that the Contractor's personnel report, at the end of each work period, to the College the following conditions thoroughly written out on College provided forms such that the College may take corrective steps as soon as possible. These forms shall be physically turned in to the Facilities Manager. These are to be reported by building and room # with sufficient information to ascertain a proper location and include but are not limited to:

- All burned out light bulbs in all areas, or lights that will not shut off
- Any and all broken glass, windows or mirrors
- Any window that will not close or lock
- Any broken venetian or mini-blind
- Any lock that will not operate
- Any broken furniture, or furniture that is stained beyond economical repair
- Any defective equipment
- Any poorly working drains
- Any evidence of insect or rodent infestation,
- Any "lost and found" items found in the course of performing work. Any and all of these items shall be given to the Security Command Post prior to the end of the work period with the date, time building and room location found identified on each item, along with the name of the individual who found the item,
- Any other abnormal condition requiring College attention of a non-emergency nature

Quality Standards

General-Services performed under this Contract shall be subject to inspection by the College Custodial Management staff in meeting acceptable standards.

Floor Maintenance Standards- General for all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items shall be stacked on desks, tables or window sills. Upon completion of work, all furniture and equipment must be returned to its original position. Base boards, walls, stair risers, furniture and equipment shall in no way be splashed, disfigured or damaged by tools or equipment used during these operations. Proper precautions shall and must be taken to advise building occupants of wet and/or slippery floor conditions; portable bi-lingual (English and Spanish) "CAUTION WET FLOOR" signs must be used in the areas being cleaned and these must provide adequate work area protection. This applies during cleaning operations and continues until floors are dry. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.

Sweeping and Dusting Standards - Dry sweeping not allowed. Dirt will be removed by vacuum cleaner, with a treated sweeping mop or wet mop as indicated. Concrete and outside areas will be swept with a bristle floor brush or street broom, interior areas using a sweeping compound. Floors shall show no dust or dirt streaks and dust, dirt, paper, tape, rubber bands, paper clips, staples or other debris shall be left in corners, behind radiators, under furniture, behind doors, or stair landings or treads, pipes, or benches. Exterior areas shall be swept of all dirt. No dirt shall be left where sweepings were picked up. Dust mops will be cleaned and treated daily. Gum, tar and other similar materials shall be removed from floors, mats, stairs, carpets, sidewalks, etc.

Wet Mopping and Scrubbing Standards- All floors shall be properly prepared by being thoroughly swept. Mopping solutions shall be no stronger than necessary to remove dirt. Only small areas of floor shall be mopped, rinsed and dried at one time and in such a manner that the least amount of water necessary to do the job is used. Solution shall be left on the floor long enough to loosen the dirt. Wash and rinse water will be changed frequently. Upon completion, floors shall be clean and free of dirt, water streaks, mop marks, soap film, and string and properly rinsed and dry mopped. Floors shall be left dry when completed. Water seepage under baseboards, bumping baseboards and corners of furniture and splashing of water on walls, furniture or baseboards will not be permitted. All scuff, black marks, stains, tar, gum etc. shall be removed. Hard to reach places, cracks, corners if necessary, shall be mopped by hand. When scrubbing is required, it shall be performed by machine. Damp mopping shall be done with cold, clear, clean water. In all chemical labs, all floors shall first be damp mopped prior to mopping with any cleaning solution. Restrooms, kitchenettes and other designated areas shall be mopped with germicidal soap. Hosing of floors will not be permitted.

Vacuuming Standards - All vacuums shall be complete with filters and filters will be kept clean and odor free. Walls and ceilings shall only be vacuumed with the proper vacuum

attachments. Attachments shall not have broken pieces or sharp edges. All vacuums shall be properly maintained and cleaned so as to ensure maximum suction, belts, rollers and electrical cords shall be inspected prior to each use. All bag less type vacuums shall be emptied prior to a full load and after each use. For bag type vacuums, the bag shall be changed as soon as necessary but a minimum of weekly. After vacuuming rugs shall be free from all dust, dirt and debris and nap on rugs shall be in one direction.

Buffing Standards - All floors are to be thoroughly swept prior to buffing. Any spills/stains are to be damp mopped prior to buffing. Spray buff all hard surface floors using a floor polishing machine, synthetic fiber pad and spray equipment containing 50% water and 50% floor finish of the same type as on the floor. Spray only soiled or worn areas using a fine mist sprayed 2-3 feet ahead of the floor machine and buff immediately to blend in. Floors shall be buffed to a hard luster finish. Floors shall be vacuumed cleaned after buffing. The lobby floor at 25 Journal Square shall be buffed with ONLY PLAIN WATER.

Stripping Standards - Remove all old finish or wax from floors using a concentrated solution of a liquid cleanser. Cleanser shall be applied with a mop and scrubbed with an electrical pad. Extremely stubborn spots, gum, tar, black marks, rust burns, etc. shall be removed by hand with a scouring pad dipped in the cleaning solution. Stripping includes removal of all non-fixed furnishing from the area to be stripped. Corners and other areas that the polishing machine cannot reach shall be scrubbed and thoroughly cleaned by hand. Bumping and marring baseboards and corners of furniture and splashing of solution on walls, furniture or baseboards will not be permitted. Cleaning solution shall be taken up with a mop or a wet vacuum and the floor rinsed twice (2X) with clean water to remove all traces of cleaning solution. Do not flood with water, use only enough water as required for good rinsing. Floor shall be allowed to dry after rinsing.

Finishing/Waxing Standards- All floors shall be stripped of old finish a minimum of eight hours (8) prior to finishing operations. Floors shall be cleaned of all scuff marks, gum, tar, and stains before finishing operations. Finishing includes removal of all non-fixed furnishing from the area to be finished. Apply a minimum of three (3) coats of floor finish, allowing sufficient drying time between each coat. The last coat ONLY shall be applied up to but not touching the baseboard. All other coats shall be applied with mops or applicators. Finish shall be applied in thin, even coats and shall not be allowed to build up. Floors shall be vacuumed cleaned prior to and after finishing operations.

Dusting Standards - Dust shall not be moved from spot to spot, but removed directly from the areas in which it lies by the most effective means appropriately treated dusting cloths, vacuum tools, etc. Dust cloths and other items used shall be clean. Dust cloths will be treated to prevent dust from traveling around the room. The use of feather dusters and brushes is not permitted. When performing high or overhead dusting, dust shall not be allowed to fall from high areas onto furniture and equipment below. Upon completion there shall be no dust streaks. Corners, crevices, moldings, ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted areas caused by dusting tools office machines, computers, typewriter, adding machines, calculators, etc. shall NOT be dusted

Wet/Damp Wiping Standards- This task consists of using a clean, damp cloth or sponge to remove all dirt, spots, streaks, stains and smudges for walls, glass and all other specified surfaces and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When wet wiping restroom areas and trash containers, a disinfectant/deodorizing cleaner shall be used. When wet wiping kitchenettes a germicidal/deodorizing or degreasing cleaner shall be used.

Spot Cleaning Standards - This task consists of treating specific spots and stains from the specified surface by use of an appropriate cleaning agent and applicators. Results shall be the removal of dirt, spots or stains such that area presents a uniform appearance and no unsightly discoloration has occurred, until such time that a more " thorough cleaning function can be performed.

Bright Metal Polishing Standard - Bright metal polishing shall be performed by damp-wiping and drying with a clean and suitable cloth and cleaning agent. Specified surfaces shall be free from dirt, spot, stain, smudges, gum, tar, marks, streaks, etc. Attention shall be paid to drinking fountains such that they are eye appealing at close range, including nozzles, drains and buttons. Elevator railings, buttons, light housings, telephone boxes, and other metal surfaces shall have a bright polished appearance. Door hardware, kick plates, and other fixtures shall be polished to

present a shiny clean appearance. When polishing public pay telephones and drinking fountains, and germicidal deodorizing or degreasing cleaner shall be used

Window, Mirror and Glass Cleaning Standards - Where applicable all window glass shall be washed inside and outside during the same operation. Specified surfaces shall be washed using appropriate glass cleaner and cleaning cloths and wiped dry. NO newspapers shall be used as cleaning or drying cloths. All paint, putty, caulk, tape and paper shall be scraped from glass prior to cleaning. After each washing operation, all glass shall be clean and free from dirt, grime, fingerprints, streaks, watermark and shall not be cloudy

Floor Drain/Wet Trap Cleaning Standards - Floor drains and wet traps are to be cleaned by removing the grate and removing by hand or appropriate tool, all built-up deposits of dirt, grime, hair, mop strings, scum, grease, collected debris, detergent/cleaner residue, etc. from the drain/trap and the grate. For drains, commercial drain cleaner is to be used as specified. For traps, water is to be poured in the trap to ensure sealing of the trap and escaping gases. For drains, water is to be poured into the drain to ensure a free flowing drain. Germicidal disinfectant is to be poured into the drain as a last step. Grates are to be replaced and secured. Any drains or traps not in proper working order are to be reported to the College as specified.

Trash Removal Standards - Each and every trash receptacle shall be emptied and relined with new bags as specified. All receptacles shall be checked upon emptying, if the receptacle is soiled it shall be cleaned and sanitized. All receptacles with tops are to have the top repositioned securely over top of the bag such that trash can only enter within the bag. All bags used are to be the appropriate size for the container they serve. Restrooms and kitchenettes shall have bags replaced with a new bag after each and every emptying operation. In other areas, bags may be reused if appropriate but only if bag is intact with no holes or splits and is not soiled with organic matter, however bags MUST be changed with a new bag a minimum of once per week. Emptied trash shall be collected with a large rolling janitorial can lined with a "heavy duty" trash bag the size of which is appropriate for the can. When and as cans are filled, bags shall be tied at the top and placed on a roll cart for removal from the building. Contractor shall not remove items not in trash receptacles with the exception of those items clearly marked "Trash". Ash tray/urns/stands are to have sands sifted to remove butts/debris, sand is to be returned to the urn/stand and sifted materials checked for fire before trashing. As there is no smoking allowed in any College buildings, ash urns/stands are to be the last trash collected and removed from all buildings when all other trash is ready for transport. All collected building trash is to be transported immediately to a designated dumpster. The College reserves the right, at its sole discretion, to change dumpster sites. Dumpster areas shall be checked and any trash in the vicinity picked up and placed inside the dumpster. At the Union City location trash is to be similarly removed from buildings daily, however, it is to be housed in the outside shed until days identified for local pick-up, when at such time the Contractor is to carry all trash to the curb at the designated location and times.

Whiteboard, Blackboard Cleaning Standards - All whiteboards are to be completely dry-wiped of marks by use of c-fold paper towels. Used towels are to be placed immediately in the trash. After dry-wiping with paper towels, boards and trays are to be cleaned using "Sanford-Expo" brand white board cleaner (No. 81803) and clean c-fold towels. The cleaner shall be sprayed on sparingly but sufficiently to achieve a restored, shiny, clean surface. Sufficient amounts of clean c-fold towels are to be used such that no shadows, streaks, haze or marks are left on the surface. Boards and trays shall be cleaned such that no trace of cleaner or markers remain or are evident on surrounding walls, floors, moldings, or baseboards. Used towels are to be placed immediately in the trash. No other cleaner is to be used for cleaning whiteboards, including water. All blackboards/chalkboards shall be washed using an appropriate cleaning agent and cleaning cloth. The cleaner shall be applied sparingly but sufficiently to achieve a restored, chalk-free, clean surface. Cloths shall be used such that no shadows, streaks, haze or chalk dust is left on the surface. Boards and chalk trays shall be cleaned such that no trace of chalk dust remains or is evident on surrounding walls, floors, moldings, or baseboards

Restroom Cleaning Standards - All necessary equipment, materials and supplies shall be taken to the restroom to be serviced by restroom cart and the room serviced in the following order Portable type signs, "TEMPORARY CLOSED- RESTROOM BEING SERVICED" (in English and Spanish) shall be placed outside the restroom being serviced and the door to the restroom shall be left open. All receptacles including trash and sanitary, shall be emptied and relined with a new bag. All debris, wastepaper and trash shall be picked up from the floor, stalls, counters, etc. and placed in the trash collection bag. All dispensers shall be checked and refilled if necessary, including soap, toilet tissue, toilet seat cover, feminine supplies and paper towel dispensers. Dust and damp wipe toilet room items such as radiators, window sills, ledgers, grilles, etc. Wash all mirrors per aforementioned standards. Clean wash basins, counters and fixtures with solution of germicidal cleaner. If basins are unusually dirty, use grit soap (do not use grit soap on chromium fixtures). Acids and cleaners that will damage the glaze are not permitted. Dry and polish with chamois. Damp wipe all dispensers and waste receptacles using a separate sponge dampened in germicidal solution. Use a chamois cloth to dry. All baby-changing stations shall be opened and damp wiped with germicidal solution. If station is unusually dirty, use grit soap. Use a separate sponge. Use a chamois cloth to dry. Thoroughly clean all toilets, water closets and urinals in the following manner:

- a. Flush toilets before starting to clean and observe the flushing action. If any toilet appears "slow-flushing: is stopped-up or overflows during flushing it shall be plunged to free any obstacle or obstruction. When obstructions cannot be dislodged, an "Out-of-Order" sign shall be placed on the individual stall door or hanging on the device flush handle and a work order made to the Facilities Maintenance Department prior to the end of that current work period. If flushing is normal, then proceed and use a toilets brush and multipurpose germicidal cleaner solution and/or scouring cleaner such as "Comet or Ajax" to brush wash interior of all water closets. Wash and brush thoroughly under the rounded inside rim of the toilet bowl. If stains, deposits or odor are persistent, toilet bowl cleaners such as "Lysol Toilet Bowl Cleaner or Sani-Flush" shall be used per manufacturer's directions. Toilet shall be flushed after cleaning to rinse inside of bowl.
- b. Wash toilet seats and hinges with clean wet sponge and germicidal cleaner. Use a separate sponge. Rinse thoroughly with clean water. Wipe dry with clean cloth or paper towel. Leave toilet seats in the raised position
- c. Urinals, exterior and interior, shall be cleaned the same as toilet bowls. Traps shall be checked for any foreign materials and these removed traps will be kept free of odor replacing approximately one cupful of germicidal solution into the urinal after it has been cleaned and allowing it to stand (do not flush).
- d. Use a wet, clean sponge with germicidal solution to clean al exterior porcelain surfaces. Wipe dry.
- e. Special attention shall be paid to partitions surrounding urinals and commodes for elimination of stains, drips, spills, odors, etc. These shall be thoroughly brushed and cleaned if necessary. Use a clean wet sponge. Remove any graffiti from these surfaces with an appropriate cleaner.
- f. When scrubbing has been specified, sprinkle floor with scouring power, wet with warm water and allow solution to stand before scrubbing. Scrub using a polishing machine/floor buffing equipment with brushes and/or a scrubbing pad in such a manner to remove heavy stains, mildew, mineral deposits, grime in floor grout, corrosion, etc. Hard to reach areas are to be hand scrubbed with a stiff brush and/or abrasive pad. Do not allow the machine to bump walls or

- partitions, etc. After scrubbing the floor shall be rinsed in a similar fashion to wet mopping and allowed to dry. No sealer shall be applied to floors upon completion of machine scrubbing.
- g. Precautions to follow for all floor operations are to begin cleaning at the wall opposite the door and work towards the door. Water shall not splash or run beneath floor moldings, walls or shall be allowed to penetrate grout to ceilings below. The Contractor shall be responsible for any damage created as a result of poor procedures
 - h. All restroom equipment, materials and supplies are to be returned to their proper storage area. They are to be stored and identified such that they can be distinguished among other cleaning supplies so they will not be used for other cleaning operations. Collected trash shall be taken for disposal. Portable signs shall be collected.
 - i. The College restroom checklist shall be filled out for each restroom cleaned and turned in at the end of the work period.

Wall Washing Standards - Washing solution shall be appropriate for the wall surface being cleaned Dry solutions are preferred for all surfaces other than tiled/ceramic surfaces. All solutions shall be no stronger than necessary to remove dirt or stains and no saturated applications are allowed. All wall cleaning shall commence at the highest point necessary with cleaning proceeding towards the floor. Only small areas (no larger than 6'X5') shall be washed, rinsed and dried at one time. In all areas, cleaning shall take place in such a manner as to avoid dripping onto the floor area or other surrounding furniture, etc. Drop cloths are to be used in carpeted areas if necessary

Venetian Mini-Blind Washing Standards - Venetian blinds shall be washed in place, using a soft clean cloth dampened in a mild neutral soap and water solution. Care shall be taken not to dampen the tapes. The slats shall be rinsed and wiped clean and wiped again with a dry clean cloth. Hardware shall be wet wiped. Mini-blinds that are "easily" removable and those that are specifically designed shall be removed from their attaching hardware and brought to a janitors sink for washing with a mild neutral soap solution. The blinds shall then be thoroughly rinsed with clear running tepid water. The blinds shall be wiped dry with a clean chamois cloth. Prior to the end of each work period each and all blinds removed shall be reinstalled. Attaching hardware shall be wet wiped.

Room Closure Standards - After all specified cleaning functions have been completed in each room, the following shall be done: All windows shall be closed and locked. All window A/C units shall be shut off. All other room thermostats or HV AC equipment shall NOT be operated by Contractor personnel. All blinds shall be lowered and brought to the closed position. All draperies shall be straightened and drawn to a closed position. All lights shall be turned off. All doors shall be closed and locked.

For any other Standard not aforementioned, the Custodial Services Manager shall determine such standard based on acceptable industry practice

A senior management representative or principal of the Contractor may be required to meet with the College Custodial Management Staff periodically to discuss all services.

The Contractor must and shall perform his own quality assurance program to assure that his work is CONSISTENTLY at or above established quality standards. The Contractor is solely responsible for the competent performance of all services call for under this Contract. This program must and shall include "in- person" inspections by a qualified management individual. The Custodial Services Manager shall be given an outline of the Contractor's program and a specific schedule of planned inspections.

Supervision will be maintained by college operations but the contactor will need to provide one liaison to manage staff issues. Contractor shall visit locations as determined necessary to assure work is being completed according to specifications within. Additional visits may be requested and shall be honored by the Contractor if any report shows conditions requiring correction.

Contractor personnel shall cooperate fully with College required checklists of performed work and shall fill out these checklists accurately and honestly.

The College or its representatives may at any time bring to the Contractor's attention substandard performance, in general, or by one or more of its employees or failure of the Contractor to respond to request for snow removal emergency or additional labor functions.

The deficiencies shall be corrected within the prescribed timeframes or the College may enact termination clauses

Failure of the College to bring deficiencies to the attention of the Contractor at any point for the duration of the Contract does not relieve the Contractor of his responsibilities to perform under the Contract and by its specifications. Any such lack of compliance by the College shall not be construed as acceptance of substandard performance and shall not set any new or lower standard of performance due by the Contractor under this Contract.

The Contractor shall carry on the operations of this Contract in such a manner that it does not damage existing College property, buildings, utilities, other structures, furnishings, contents of other infrastructure. In the event that damage occurs to any College property by reason of any service provided under this Contract, the Contractor shall replace or repair the same at no cost to and to the satisfaction of the College. If damage caused by the Contractor has to be repaired or replaced by the College, the cost of such work shall be deducted from the monies due the Contractor.

Position Description/Summary

Job Title/Position: Custodial Supervisor

Department: Custodial Department

The Following Statements are intended to describe the general nature and level of work to be performed as required within this position.

Position Summary:

Performs responsible supervisory work involving the assignment and direct supervision of custodial employees in maintaining the cleanliness and sanitation of buildings, offices, classrooms, laboratories, furnishings and equipment as well as exterior walkways and the grounds surrounding the college properties. The Custodial Supervisor will also be responsible for training new employees in proper custodial procedures for the use of manually operated tools, electrically powered machines, cleaning compounds, solvents and chemicals.

Essential Responsibilities:

- 1) Supervises the activities of Custodial staff directly by using both verbal and written instructions in compliance with the guidelines provided by the College;
- 2) Ensures that custodial services meet the needs and expectations of the College by scheduling work activities and adjusting workloads to compensate for scheduled and unscheduled absences, changing priorities, and special custodial projects;
- 3) Ensures that the quality of custodial services meets established guidelines by inspecting the work of custodial personnel and directing corrective measures to be taken when necessary to meet the College guidelines;
- 4) Enforces College rules and policies regarding employee conduct, issuing verbal warnings and written reprimands for violations, and recommending progressive disciplinary action to the immediate supervisor as appropriate;
- 5) Ensures that custodial personnel have the proper equipment and supplies necessary to perform custodial services by issuing supplies as needed;
- 6) Will advise the College Facilities Dept. on the condition of College buildings and facilities by conducting regular inspections of those areas and reporting the results of those inspections with particular emphasis on needed repairs;
- 7) Performs daily custodial duties as needed in support of the departmental mission;
- 8) Assists with ensuring that specified contract services are provided by the contractor by inspecting the work performed and advising the immediate supervisor when shortcomings or other deficiencies are noted;

Position Requirements:

Education: A High School diploma or the equivalent is required.

Skills: Supervisory skills or management skills; strong oral and written communication skills and the ability to train new employees are required.

Position Description/Summary

Job Title/Position: Custodian/Janitor

Department: Custodial Department

The following statements are intended to describe the general nature and level of work to be performed as required within this position.

Position Summary:

Performs the general cleaning duties and responsibilities on a daily basis for various campus buildings/locations to ensure optimal operating

Essential Responsibilities:

- 1) Perform the general cleaning duties and responsibilities as assigned by Custodial Manager/Facilities Management;
- 2) Responds to work orders assigned/communicated in any area of general cleaning duties as assigned by Facilities Management;
- 3) Follows and observes any applicable safety regulations in providing custodial and janitorial services for various campus buildings/locations in strict compliance with federal, state, and local rules, regulations, and ordinances and ensuring adherence to College and industry standards;
- 4) Performs other custodial activities and services, as required. Remains flexible and adaptable in work Schedules and work assignments as defined by College and departmental needs;
- 5) Provides assistance and support in all aspects of custodial and janitorial services and operations. Can provide recommendations to Facilities Management regarding the continuous improvement of work place safety and practices;
- 6) Responds to and performs any emergency situations as needed by the College;

Position Requirements:

Special Skills

Practical Knowledge of various cleaning/janitorial methods and procedures required. Experience and knowledge of various equipment needed to perform duties. Effective verbal and written communications skills required to complete work related forms and to interact with employees and management at all levels on a regular basis. Effective organization, prioritization, multi-tasking, and time management skills required.

Position Description/Summary

Job Title/Position: Porter
Department: Custodial Department

The following statements are intended to describe the general nature and level of work to be performed as required within this position.

Position Summary:

Performs and assists in various assignments and projects outside of the normal cleaning operations at any of the various campus buildings/locations the college requires. The position requires at times physical exertion to complete said tasks and assignments.

Essential Responsibilities:

- 1) Responds to work orders assigned/received from Facilities Management.
- 2) Reports to both Facilities Management and Contractor Supervision/Management for assignments and projects when not performing any daily scheduled work.
- 3) Provides assistance/support to Facilities Management in ongoing custodial/janitorial operations and services.
- 4) Must report to any/all emergency situation(s), (*i.e.* Snow storms, Hurricanes, etc.), as college deems necessary, unless otherwise stated by College Facilities Management.
- 5) In accordance with College needs and established completion deadlines, must personally perform:
 - a) all aspects of small-to-large scale furniture moves both within and outside of the college;
 - b) preparation and set-up(s) of onsite and offsite College special events; e.g., cleans/prepares location both before and after the event; removes, replaces, and sets-up furniture, tables, chairs, etc.; packs transports, and unpacks various event equipment and materials;
 - c) packaging, shipping and delivery of large/heavy packages, furniture, college publications, donated materials and supplies, etc., to designated receiving locations;
- 6) Assists in college inventory and disposal activities in accordance with established procedures and laws;
- 7) Required to learn and use various machines and equipment to perform assigned duties/work;
- 8) Required to lift a minimum of 50lbs., but nothing to exceed unsafe limits;
- 9) Required to maintain flexibility in work schedule to assist and perform duties/work as required for completion of duties/work;

Position Requirements:

Special Skills

Practical Knowledge of various cleaning/janitorial methods and procedures required. Experience and knowledge of various equipment needed to perform duties. Effective verbal and written communications skills required to complete work related forms and to interact with employees and management at all levels on a regular basis. Effective organization, prioritization, multi-tasking, and time management skills required.

Position Description/Summary

Job Title/Position: Dishwasher

Department: Custodial Department

The following statements are intended to describe the general nature and level of work to be performed as required within this position.

Position Summary:

Performs the general cleaning duties and responsibilities on a daily basis for various kitchens and food prep areas; a communicative team player with excellent time management skills in a fast paced culinary environment; should be able to prioritize tasks in a busy setting and adhere to all food safety regulations and sanitary procedures.

Essential Responsibilities:

- 1) Ensuring the availability of clean dishes and other culinary equipment, washing dishes, pots, pans, and flatware;
- 2) Cleaning machines and appliances used in the kitchen, such as coffee makers, mixers, ovens, and any and all equipment, prep stations, counters inside kitchens;
- 3) Unloading and storing deliveries;
- 4) Sweeping and mopping floors on a daily basis, especially in the event that items are broken or spilled;
- 5) Taking out the trash and relining cans and rinsing garbage cans;
- 6) Supporting other Culinary staff members by assisting with other tasks as needed or directed by immediate supervisor;
- 7) Reporting kitchen issues or unsanitary conditions that prevent from completing job/tasks as outlined by department.

Position Requirements:

- 2-Year work experience
- Strong problem solving and communication skills
- Exceptional time management skills
- Ability to stand or walk for 6-8 hour shifts and lift at minimal 20 pounds

Willingness to comply with all food safety regulations and all sanitary regulations

Contractor's Personnel

The Contractor shall provide the College with the names, business address and business telephone number of all principal management personnel assigned to the Contract, this must include a minimum of one (1) "key" contact person who is an owner or principal of the business. This "operational" contact must be available for contact by the College 24 hours per day and this individual shall respond to a call from the College within two (2) hours. When the College identifies the request as an emergency, the response shall be immediate and under no circumstances more than one (1) hour.

The Contractor is responsible for personnel management for all aspects of the Contract.

The Contractor shall, after the Contract award and prior to the commencement of any work under the Contract, submit to the College, a list of any and all personnel assigned to work at each College location, identified individually by type of work assigned. The list shall include full names, nicknames, date of birth, place of birth, social security numbers, driver's license number if applicable and an affirmation by the individual that they are duly authorized to work in the United States along with any restrictions thereto. The Contractor shall include with this list, resumes demonstrating qualifications of the supervisor and of each individual employee of the Contractor. These individual personnel assignments are subject to the approval of the College. This list shall be kept current at all times during the duration of the Contract. If and should it become necessary to add to, substitute for, or otherwise change the personnel, similar new information for any individual shall be provided to the College and the personnel must be pre-approved by the Custodial Services Manager prior to assignment to the work under this Contract.

All personnel employed by the Contractor for work under this Contract shall have undergone a pre-assignment background investigation by the Contractor. As a minimum, any individual must be eligible for employment in the United States, must not be user of illegal drugs or substances, must not have demonstrated patterns of abnormal or aberrant behavior, previous employment history is to be verified and a minimum of two (2) employment personal references given, and any affiliation with the College or any of its employees must be identified. The Contractor shall certify that the investigation has been completed and is satisfactory for each individual assigned to work under this Contract

The Contractor shall and must have access to a "pool" of available, competent, trained employees such that absenteeism or substitution does not interfere with the quality of performance on this Contract. Any individual in such a "pool" shall have had the required background check completed and shall have been pre-approved for assignment to work under this Contract.

All personnel performing work under this Contract shall be adequately trained, qualified and competent in the work assigned to them. No personnel shall be assigned to work under this Contract prior to the Contractor providing NJ Right-to-Know initial training, documenting such and providing to the College sufficient records to substantiate the training.

All personnel shall be physically able to do their assigned work and shall be free from any communicable disease.

The Contractor shall designate one (1) employee each working period, with the exception of Policing schedules b, c, and d and all snow removal/emergency and additional labor functions, to be a "lead" worker. Such "lead" workers shall have the full responsibility of directing the other custodial crew members working at College locations and shall be authorized to act for Contractor in every detail. Such "lead" workers have the specific responsibilities as follows which include but are not limited to: writing any necessary work orders for reports of all crew members on that work period, ensuring emergency reporting situations are properly communicated, ensure day-to-day work directions and assignments for crew members are understood and followed, act as a liaison to the College for College supplied materials, provide on-site direction as needed and as requested by the College. Such "lead" workers must be literate and fluent, must speak, read and write in the English language. This requirement is necessary due to the following reasons which include but not limited to: warnings of emergencies and hazards, preparation of reports, communication with College staff, faculty and students. Due to the significance of the above listed reasons, the English requirement is being made with the intent that communication between the Contractor representatives and College representatives will be understood. Any individual contemplated for a "lead" worker shall be

willing to demonstrate the herein English competencies. This is not meant to require that all Contractor personnel speak, read and write English, only the "lead" worker.

All Contractor personnel shall and must observe all College policy, regulations and/or procedures in effect at the College. While on College property, the Contractor's personnel are subject to the control of the College. Under no circumstances shall the Contractor's personnel represent themselves as employees of the College. As an example, the College has a no smoking policy in all buildings, no Contractor personnel shall engage in smoking of any kind within College buildings.

All Contractor personnel are subject to security clearances as may be required by the College. All Contractor personnel shall conform to security procedures particularly those regarding access, key assignments and returns, etc. There shall be no propping open of any doors or any other compromise of security to facilitate entry and access for Contractor personnel, e.g. during trash removal from buildings, furniture movement, or any other purpose.

No person or being except authorized employees of the Contractor are allowed on College premises. Contractor personnel shall not be assisted or accompanied by unauthorized personnel while on any College property. Contractor personnel are to specifically reject offers of accompaniment or assistance from College staff, faculty, and students unless authorized by the Custodial Services Manager. Contractor employees are specifically restricted from being accompanied by the following which includes but not limited to: family members, children, acquaintances, friends, animals and/or pets, students or any member of the public. Contractor personnel shall not provide access to any person what so ever to any College property or interior space, this includes but not limited to the holding open of exterior or interior doors, use of assigned keys, giving of any keys, etc.

The Contractor shall and must supply to all its personnel assigned to perform work under this Contract, at no charge to the worker, work uniforms or smocks that clearly identify personnel by means of a company logo. Such uniforms or smocks shall and must be worn at all times, by all personnel, while personnel are on College property. Uniforms shall be appropriate for the work to be done and shall be maintained to present a neat, orderly, professional and high quality image at all times. No obviously soiled, torn or non-logo type clothing will be permitted. Additional labor services personnel shall be similarly identified. Contractor personnel assigned to snow removal emergency functions shall report for work adequately clothed for the weather conditions, the College shall not provide any protective gear for this function. The Contractor is responsible for ensuring that all his personnel wear appropriate footwear for their job assignment.

The Contractor shall and must issue identification cards/badges to each and every employee performing work under this Contract. These cards/badges must be worn by every employee, on the outside of the uniform, smock or other garment at all times. The cards/badges must show the employees full name, date issued and the Contractor's company name. The College reserves the right to reject for work any Contractor employee reporting to work without a uniform and ID badge and the exercise of this right shall not limit the obligation of the Contractor to perform the work of furnish the required number of employees as specified.

The Contractor is fully responsible for the conduct of his employees on College premises. Contractor personnel are expected to conduct themselves in cooperation with the College at all times and shall display courtesy, helpfulness and respect for College staff, faculty, students and property at all times. Any Contractor employee who may cause or be conductive with any labor dispute, controversy, fight, sexual harassment, property damage, or other similar complaint or disturbance shall be removed immediately for College property.

The College reserves the right, at its sole discretion, to request the Contractor to transfer employees from any work under this Contract for the following reasons, including but not limited to: performance below standards specified, incompetence, lack of proper training, excessive tardiness/absenteeism, theft or any unauthorized taking of College property, equipment, supplies or that of its staff, faculty or students, continued failure to wear uniforms card, non-compliance with College policies, procedures, regulations, or special orders, insubordination to College representatives, load or abusive behavior, security breaches, smoking in buildings, misuse of College telephones, computers or other such materials and equipment, violation of any Federal, State or Local law, any other improper conduct or other reason whatsoever in the sole opinion of the College. Such request shall be honored by the Contractor immediately upon notification. The exercising of this right shall not limit the

obligation of the Contractor to perform the work or furnish the required number of employees as specified. The Contractor shall provide pre-approved replacement personnel immediately.

All Contractor personnel shall comply with any requested procedure of the College including but not limited to: time reporting, timesheets, sign-in sheets, time clocks, work checklists, work orders, inspection records, work schedules, meeting documentation. The College reserve the right to any and all records of the Contractor pertaining to work under this Contract from the commencement of and continuing to and until 6 months after conclusion of the Contract.

The Contractor shall be held responsible for any theft, telephone calls, or any other chargeable use issue that are attributable to its employees. The Contactor shall reimburse the College for any such loses and/or such amounts may be withheld for any monies due the Contractor.

No food or drink shall be consumed by the Contractor personnel in any work area or while on duty. Lunch breaks shall be taken only in designated areas.

The College reserves the right to inspect any package, container or similar item being carried by Contractor personnel upon entering or exiting any College property at any time.

BID WAGE RATES AND ESTIMATED HOURS

The Bidder's attention is specifically drawn to language in the specifications regarding the Ordinance and the minimum guaranteed wage rates and other requirements under Article 17 of Hudson County Administrative Code to workers in providing their bid, a copy of which is included herewith in Appendix I. Bidders are required to fill out and execute Appendix I with their bid confirming their obligation to pay the required wage rates. Since all bidders are required to pay this wage rate, the determination of the low bidder will be determined by the bidder's percent mark-up on the required wage rate.

The estimated hours in the attached sheets are based upon the College's judgment and are for informational purposes only. The inclusion of such estimated hours is not meant to, and does not, guarantee any amount of work or services to the successful bidder. By issuing a contract, the College is not bound to issue any minimum or maximum amount of work.

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON

ORDINANCE

No. 363-6-2014

On Motion of Freeholder O'Dea
Seconded by Freeholder Dubin.

AN ORDINANCE AMENDING ARTICLE 17 OF THE HUDSON COUNTY
ADMINISTRATIVE CODE TO MANDATE STANDARD MINIMUM HOURLY RATES
OF PAY, PAID TIME OFF AND HEALTH INSURANCE BENEFITS FOR CERTAIN
NON-COUNTY EMPLOYEES PROVIDING SERVICES TO THE COUNTY TO BE
KNOWN AS THE
"COUNTY CONTRACTOR STANDARD COMPENSATION
PROVISIONS ORDINANCE"

WHEREAS, the State of New Jersey has amended N.J.S.A. 34:11-56a4 relative to the establishment of certain minimum wage rates; and

WHEREAS, by its terms, the cited legislation does not prohibit any political subdivision of the State (including counties) from adopting regulations or rules, or entering into agreements, establishing standards for vendors, contractors and subcontractors of the political subdivision regarding issues of wage rates and greater protections of rights to the employees of such vendors, contractors and subcontractors; and

WHEREAS, it is important to the health and welfare of all residents of Hudson County that all working people are paid a wage that enables them to lift their families out of poverty; and

WHEREAS, the absence of health benefits often causes both economic and emotional hardship to workers and their families during times of illness; and

WHEREAS, the health and well being of workers and their families are enhanced by working conditions which allow workers to have quality leisure time as a complement to their work day; and

WHEREAS, the failure to provide workers with fair wages; adequate health benefits; and quality leisure time results in a climate of stress and anxiety to workers while they provide services to the County; and

WHEREAS, the County awards taxpayer funded contracts to businesses, some of which subcontract to other businesses to provide services to the public and to County government; and

WHEREAS, many service employees and their families both in Hudson County and throughout the State live at or below the poverty line; and

WHEREAS, the payment of such inadequate compensation and benefits tends to negatively affect the quality of service to the County and the public by fostering high turn-over and instability in the workplace; and

WHEREAS, ensuring that businesses, including subcontractors retained by those businesses benefiting from County funds, promote the creation of jobs which pay a living wage; provide reasonable health benefits; and afford reasonable leisure time to their employees, will increase the ability of residents in Hudson County and throughout the State to attain self-sufficiency, decrease economic hardship in the County and State, and reduce the need for the taxpayers to fund social services to provide supplemental support for the employees of local and state businesses; and

WHEREAS, a County policy to promote the creation of living wage jobs that provide adequate health benefits and leisure time to workers complements other County programs aimed at meeting the employment and economic development needs of Hudson County and its residents; and

WHEREAS, it is the purpose of this policy to ensure that businesses and subcontractors benefitting from taxpayer funds provide their employees with a standard living wage; reasonable health benefits; and adequate leisure time, thus redounding to the welfare and best interests of Hudson County and its residents while not unreasonably burdening vendors, contractors and subcontractors.

WHEREAS, the County wishes to have this Ordinance serve as an expression of policy by County government and to be a model for consideration and adoption by other County entities, and autonomous agencies.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF HUDSON, STATE OF NEW JERSEY, AS FOLLOWS:

SECTION I

This Ordinance shall be known as the "County Contractor Standard Compensation Provisions" or "CCSCP"

Pursuant to the provision of the Hudson County Administrative Code, Article 17, "Contracts and Purchases," vendors, contractors, and subcontractors which provide service workers by contract to the County of Hudson must comply with the following minimum pay and benefits requirements.

- a. For purposes relating to CCSCP, a "service worker" is identified as an individual who provides services, as the term is commonly understood, as opposed to providing goods and/or commodities, in the area relating to building services or building service work.
- b. For purposes relating to the CCSCP, "building services" or "building service work" shall mean work performed in connection with the care or maintenance of a building or property, and includes but is not limited to work performed by a watchperson, guard, building cleaner, or window cleaner.

SECTION II

- a. For purposes of this CCSCP, "qualified contract" means a contract to provide services, including but not limited to building services, to the County of Hudson.
- b. For purposes of this CCSCP, a covered employee is a service worker performing services, including but not limited to building services, for a vendor, contractor or subcontractor who provides services to the County.
- c. For the purposes of this CCSCP, "covered contractor" means an entity providing services, including but not limited to building services, on a qualified contract or subcontract with the County or any of its departments or subdivisions or on a building services contract or subcontract for premises leased by the County.
- d. For the purposes of this CCSCP, "standard compensation" shall include i) the standard hourly rate of pay for the relevant classification, ii) standard paid leave and iii) standard benefits.
- e. For the purposes of this CCSCP, "standard hourly rate of pay" for service workers other than for armed guards and armed watchpersons shall be the greatest of the following:
 - (i) 150% of the federal minimum wage;

APPENDIX I

**STATEMENT
OF
RECOGNITION AND COMPLIANCE INTENT
HUDSON COUNTY ORDINANCE NO. 363-6-2014
“COUNTY CONTRACTOR STANDARD COMPENSATION PROVISIONS”
REFERRED TO AS
“CCSCP”**

Pursuant to the provisions of Hudson County Ordinance No. 363-6-2014, the successful bidder receiving a contract for which this bid or bid is submitted, will be bound by the provisions of said Hudson County Ordinance No. 363-6-2014 as it is attached hereto and/or as it is on file with the Clerk of the Hudson County Board of Chosen Freeholders, and available for public inspection.

By submitting this bid or by submitting this bid you on behalf of a company or firm agree to comply with the CCSCP.

If awarded this contract the successful Bidder or Bidder recognizes and acknowledges that it will comply with the provisions of Hudson County Ordinance No. 363-6-2014 known as the “County Contractor Standard Compensation Provisions Ordinance.”

I understand the provisions of Ordinance No. 363-6-2014 and agree to fully comply with the provisions without exception. I have read and understand Section VI of the Ordinance which announces “Remedies for breach of the CCSCP Ordinance.”

COMPANY NAME: _____

PERSONS’ NAME AND
TITLE PRINTED: _____

SIGNATURE: _____

DATE: _____

COST PROPOSAL SHEET

We, the undersigned bidder, agree to provide the services required by the bid specifications for the amount of _____ percent (%) above the wage rate required by the specifications.

Bidder Name

By: _____
Name and signature of an authorized individual

The lowest numerical bidder will be the bidder who bids the lowest percentage above the required wage rates.

As per the bid specs, the number of hours included in the below chart is estimated. The successful bidder will be paid based on the actual number of hours worked. Further, the wage rates will increase over the life of the contract based on the applicable collective bargaining agreement. The successful bidder's rate will be its bid upon percentage multiplied by the applicable wage rate.

The below charts are for informational purposes only and are not a guarantee of the amount of work to be performed by the successful bidder.

College Owned Buildings	Gross Square Feet	Total Annual Cleaning Hours	Minimum Full Time Hourly Rate 10/1/23
Year 1			
168 Sip Avenue	13,600	2,600	\$ 27.91
162 Sip Avenue	15,447	2,600	
870 Bergen Avenue	31,526	5,200	
81 Sip	28,398	4,160	
70 Sip Avenue	44,000	6,240	
2 Enos Place	25,179	5,200	
161-173 Newkirk Street	74,000	12,480	
4800 Kennedy Blvd	97,000	12,480	
71 Sip Library	117,000	12,480	
263 Academy	70,127	10,400	
Porters (6 Employees)		12,480	
Supervisor (1)		2,080	
Total	516,277	88,400	
Part Time Dishwashers 9 PT Employees		11232	21.38
Total	1,032,554	188,032	

Full Time Employees	10/1/2023
Wage*	\$19.55
Health**	\$7.60
Pension***	\$0.58
Training	\$0.08
Legal	\$0.10
Hourly total ****	\$27.91

*increases happen each year on October 1

**increases happen each year on January 1

***increase happen each year on July 1.

****Health, Legal, and Training fund contributions are monthly for all eligible employees. Above hourly rate is an estimate based on 40 hrs per week * 52 weeks per year. See below for actual monthly rates.

Vacation	Holidays	Sick Days
3 days at six months,	7 Paid Holidays (New Years Day, Labor Day, Memorial Day, Thanksgiving Day, Christmas Day, Independence Day, and a Floating Day)	5 Paid Sick Days
1 week at 1 year,		
2 weeks at 2 years,		
3 weeks at 5 years,		
4 weeks at 15 years,		Sick Days
5 weeks at 25 years		5 Paid Sick Days

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Date	Minimum Rate*	CBA Wage Increase**	Monthly CBA Health Benefits ***	Estimation - Monthly CBA Pension Benefits (Benefit is hourly. Monthly estimation is based on an assumed 2080 hours worked per year.)	Hourly Pension	Monthly CBA Legal Fund	Monthly CBA Training Fund	Vacation (all employees)	Holidays (all employees)	Paid Sick Leave (all employees)
Current	\$18.90	\$0.00								
10/1/2023	\$19.55	\$0.65	\$1,317.00	\$ 100.53	\$ 0.58	\$ 16.63	\$ 14.13	3 days at six months, 1 week at 1 year, 2 weeks at 2 years, 3 weeks at 5 years, 4 weeks at 15 years, 5 weeks at 25 years. These are separate from sick days, which cannot be taken from Vacation days. Vacation pay shall be computed at straight hourly pay and shall be based on the number of working hours of the regularly scheduled workweek of each employee.	7 Paid Holidays (New Years Day, Labor Day, Memorial Day, Thanksgiving Day, Christmas Day, Independence Day and a Floating Day)	Full-time employees with 12 months or more employment shall be eligible for 40 hours of paid sick leave each calendar year. Part-time employees with 12 months or more employment shall be eligible for 20 hours of paid sick leave or paid sick accumulated at the rate of 1 hour for each 30 hours worked, whichever is greater. Sick leave not used by the end of the year shall not carry over to the following year.

* In no circumstances are workers paid less than this minimum – under the CBA, workers make the greater of the minimum rate or the amount of the wage increase on top of their base hourly rate

** Incumbents receive wage increase on top of base hourly rate

*** Workers working 27.5 hours per week or more are eligible for the health fund. Workers working less than 27.5 hours per week receive a \$78 per month health fund contribution. Health fund contributions are on all compensated hours

NOTE: Vendors will have to determine the hourly rate for all benefits in their hourly pricing to ensure that it is consistent with the monthly monetary value of the supplemental benefits required to be provided