

MONTGOMERY TOWNSHIP BOARD OF EDUCATION

1014 ROUTE 601

SKILLMAN, NEW JERSEY 08558

SEALED BID

**B22-01,
CUSTODIAL SERVICES FOR THE LOWER MONTGOMERY MIDDLE SCHOOL**

Previous Bidder Information:

Vendor
ACB Services, Inc.
Cream Ridge, NJ

July 1, 2020 – June 30, 2021
\$244,698.00

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
NOTICE TO BIDDERS**

The Montgomery Township Board of Education will accept sealed bids until **11:00 A.M.** on **Tuesday, March 23, 2021**, and will be publicly opened and read thereafter in the office of the School Business Administrator/Board Secretary, Administration Building, 1014 Route 601, Skillman, New Jersey, 08558, for the following:

B22-01, CUSTODIAL SERVICES FOR THE LOWER MONTGOMERY MIDDLE SCHOOL

A bidders meeting and tour of the facilities will be held on **Wednesday, March 10 2021**, at **1:00 P.M.** at the Montgomery Township Board of Education Office at 1014 Route 601, Skillman, New Jersey 08558.

The bid package may be examined at the office of the School Business Administrator/Board Secretary as stated above and each bidder, thereof, may obtain one copy. Requests may be made to (609) 466-7635 or the District Homepage, www.mtsd.k12.nj.us, click-on Departments/Business Office/Bids.

Due to the Coronavirus (COVID-19) the Montgomery Township Board of Education is requesting that all bidders deliver or have their bids delivered to the **“lockbox”** at door labeled **AD41** at the Administration Building. If the bidder delivers their bid via UPS, FedEx etc. it must be delivered **“Signed Receipt Not Required”** because no one will be available to receive bids. Further details can be found on the District Homepage, www.mtsd.k12.nj.us, click-on Departments/ Business Office/Bids.

Bids must be submitted on the standard proposal form in the manner designated therein and required by the specifications. Bids must be enclosed in sealed envelopes bearing the name of the bidder on the outside, **clearly marked with the bid description and bid number**, and addressed to Alicia M. Schauer, School Business Administrator/Board Secretary of the Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey 08558. Sealed bids must be delivered to the Administration Building on or before the time and date stated above. The Montgomery Township Board of Education assumes no responsibility for bids mailed incorrectly or misdirected in delivery.

Bidders shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, over \$2,000.00 but not in excess of \$20,000, payable to the Montgomery Township Board of Education. Each bidder is required to submit with its bid a Consent of Surety certificate with Power of Attorney for full amount of bid price from a Surety Company licensed and authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance and Payment Bond in the full amount of the bid.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof.

Bidders are required to comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. If applicable the bidders are required to comply with the Prevailing Wage Law as required under Chapter 150 of the laws of 1963, State of New Jersey.

Bidding shall be in conformance with the applicable requirements of N.J.S.A. 18A:18A-1 et seq., pertaining to the “Public School Contracts Law”.

Alicia M. Schauer
School Business Administrator/Board Secretary
March 5, 2021

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601
FAX: (609) 466-0944**

B22-01, Custodial Services for the Lower Montgomery Middle School

Instructions to Bidder

General

The intent of this specification is to establish minimum requirements upon which solicitation of bids will be accepted for custodial services for the Lower Montgomery Middle School. These specifications for the provision or performance of goods or services have been drafted in a manner to encourage free, open and competitive bidding.

A bidders meeting and tour of the facilities will be held on **Wednesday, March 10, 2021**, at **1:00 P.M.** at the Montgomery Township Board of Education Office at 1014 Route 601, Skillman, New Jersey 08558.

The Montgomery Township Board of Education will accept sealed bids until **11:00 A.M.** on **Tuesday, March 23, 2021**, in the office of the School Business Administrator/Board Secretary, Administration Building, 1014 Route 601, Skillman, New Jersey, 08558. Bids must be submitted on the standard proposal form in the manner designated therein and required by the specifications. Bids must be enclosed in sealed envelopes bearing the name of the bidder on the outside, clearly marked with the bid description and bid number, and addressed to Alicia M. Schauer, School Business Administrator/Board Secretary of the Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey 08558. No bids, under any circumstances shall be accepted after the stated time in the "Advertisement". Any bidder who mails their bid accepts responsibility for any delay in delivery, including, but not limited to, delivery to wrong address.

Due to the Coronavirus (COVID-19) the Montgomery Township Board of Education is requesting that all bidders deliver or have their bids delivered to the **"lockbox"** at door labeled **AD41** at the Administration Building. If the bidder delivers their bid via UPS, FedEx etc. it must be delivered "Signed Receipt Not Required" because no one will be available to receive bids. Further details can be found on the District Homepage, www.mtsd.k12.nj.us, click on Departments/Business Office/Bids.

The bid opening will be held remotely. If you would like to attend the remote bid opening please contact Alicia M. Schauer, School Business Administrator at aschauer@mtsd.us. A link will be forwarded to you prior to the bid opening.

The bidder is required to complete all spaces called for on the proposal form. Omission of any information will result in the bidder's proposal being considered as non-responsive.

At the time of the opening of the bids, each bidder will be presumed to have examined and to be thoroughly familiar with the specifications (including all Addenda). The failure of or omission of any bidder to receive or examine the instruction documents or specifications, the work to be performed and materials to be furnished shall in no way relieve such bidder from obligation in respect to the bid. No consideration will be given for any misunderstanding as to the work, cost, and materials required, it being mutually understood

that the tender of the bid carries with it agreement to this and other obligations set forth in the specifications and requirements.

Bid prices are firm and cover the period as designated on the Proposal Form. The contract will be awarded to the responsible bidder submitting the lowest bid price complying with the conditions of the specifications. The contractor to whom the award is made will be notified at the earliest practical date.

The Board of Education reserves the right to reject bids pursuant to N.J.S.A. 18A:18A-22. Bidders are required to comply with the requirements of the Public Schools Contracts Law, N.J.S.A. 18A:18A-1, et seq., P.L. 1975, C. 127 (N.J.A.C. 17.27).

Interpretation and Addenda

Clarifications, request for interpretation or questions will be accepted no later than ten (10) days, Saturday, Sundays, or holidays excepted, prior to the date for the acceptance of bids and shall be forwarded to Alicia M. Schauer, School Business Administrator/Board Secretary, Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey, 08558. Any and all such clarifications, interpretations, answers to questions and any supplemental instructions will be sent in the form of written addenda to the specifications to any person who submitted a bid or who has received a bid package in one of the following ways (a) in writing by certified mail, (b) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender.

Notice of all addendums shall be published no later than seven (7) days, Saturday, Sundays and holidays excepted, prior to the date for acceptance of bids, in an official newspaper of the Montgomery Township Board of Education and be provided to any person who submitted a bid or who has received a bid package will be forwarded to the prospective bidders in one of the following ways (a) in writing by certified mail, (b) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender (N.J.S.A. 18A:18A-21 c. 1).

Failure of any bidder to whom addenda is sent fails to receive such addenda shall not relieve any bidder from any obligation under his bid submitted; all addenda so issued shall become part of the contract document. Failure of the Montgomery Township Board of Education to obtain a receipt when good faith notice is sent or delivered to the address or telephone facsimile number on file shall not be considered failure by the Board of Education to provide notice.

Challenges

Any prospective bidder who wishes to challenge the bid specifications shall file such challenges in writing with Alicia M. Schauer, School Business Administrator/Board Secretary, Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey, 08558, no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and have no impact on the Board of Education or the award of a contract (N.J.S.A. 18A:18A-15).

American Goods, Brand Names, Proprietary Goods or Services, Etc.

All contracts for work for which the Montgomery Township Board of Education will pay any part of the cost or work which by contract will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work (N.J.S.A.18A:18A-20).

Whenever a "brand name" is stated in all cases "brand name or equivalent" is implied except that if the goods or services to be provided or performed are proprietary, such goods or services may be purchased

stipulating the proprietary goods or services in the bid specification when the special need for such copyrighted proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is to be awarded (N.J.S.A.18A:18A-15).

In the performance of the work the bidder and all subcontractors shall use domestic materials. But if the Montgomery Township Board of Education finds that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be granted.

Laws

The bidder shall comply with all applicable laws, statutes, regulations, and ordinances and any order issued by any governmental entity. The parties' contract shall be governed by the laws of the State of New Jersey.

The bidder shall maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request (N.J.S.A. 52:15C-10/N.J.A.C. 17:44-2.2).

Qualifications of the Service Company

The bidder shall be an insured, licensed, qualified company in the State of New Jersey to perform this service in institutional facilities and shall conform to all Federal, State, and Local codes as prescribed and shall have the capability of 24 hours a day 365 days a year service. The bidder shall provide to the Montgomery Township Board of Education a list of at least three (3) references from sites where they have completed similar work with their bid.

The Montgomery Township Board of Education may make additional investigation, as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Board of Education all such information for this purpose as the Board of Education may request. The Board of Education reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the obligations of the contract or to complete the work contemplated therein.

Insurance Requirements

The bidder shall maintain the following insurance in force and effect for the term and the life of the contract. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey and rated as A or better as determined by A.M. Best Company or through formal, fully funded self-insurance programs authorized by law and acceptable to the Montgomery Township Board of Education. All policies shall incorporate a provision requiring the giving of written notice to the Montgomery Township Board of Education by certified mail, return receipt requested, at least thirty (30) days prior to the cancellation or non-renewal of any such policies.

Commercial general liability insurance covering any and all bodily injury, property damage or personal injury arising out of or in connection with the work performed by the bidder or subcontractors as well as an umbrella excess liability insurance. Comprehensive automobile liability insurance including coverage for any and all owned, non-owned, hired or borrowed vehicles covering bodily injury and property damage.

Lost key coverage and fidelity bonding to cover employee dishonesty.

Commercial General Liability Insurance

The bidder must maintain Commercial General Liability Insurance, covering any and all Bodily Injury, Property Damage or Personal Injury arising out of or in connection with the work performed by the bidder or its subcontractors. The policy shall include coverage for blanket contractual liability, products,

completed operations, explosion, collapse and underground operations in an amount not less than \$1,000,000.00 Bodily Injury and Property Damaged Combined Single Limit Each Occurrence with a \$2,000,000 General Aggregate. Further, the policy shall include an “Aggregate Limit per Project” extension.

Comprehensive Automobile Liability Insurance

All contracted parties must maintain Commercial Automobile Liability Insurance, including coverage for any and all owned, non-owned, hired or borrowed vehicles, covering Bodily Injury and Property Damage. Such

coverage shall be in the amount of \$1,000,000.00 Bodily Injury and Property Damage Combined Single Limit Each Accident.

Worker’s Compensation Insurance

The bidder and all subcontractors must maintain Worker’s Compensation Insurance in accordance with the laws of the State of New Jersey and any other jurisdiction required to protect employees of any and all contracted parties who will engage in the performance of work.

- A. Worker’s Compensation Statutory
- B. Employer’s Liability \$500,000.00 each accident

Umbrella Excess Liability Insurance

The bidder must maintain Umbrella Excess Liability Coverage that will be excess of the primary General Liability, Automobile Liability, Workers Compensation Employer’s Liability. Such coverage will be in the amount of \$2,000,000 Bodily Injury and Property Damaged Combined Single Limit of Liability Each Occurrence/General Aggregate.

Prior to the commencement of services, the bidder shall furnish a certificate of insurance covering Commercial General Liability, Comprehensive Automobile Liability and Umbrella Excess Liability naming the Montgomery Township Board of Education, its employees, agents and assigns as “Additional Insured”. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. A sample of insurance must be included with your proposal.

Indemnification

To the fullest extent permitted by law, the bidder shall indemnify and hold harmless the owner, its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys’ fees and cost of litigation, arising out of or resulting from any and all acts of the bidder, its employees, agents, and subcontractors related to the services the bidder provides to the Board in accordance with these specifications. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. The Board may defend itself, at the bidder’s expense, from any claim or lawsuit which may arise out of the bidder’s performance or lack of performance under the terms of the agreement or the Board may elect to have the bidder provide the Board with legal representation at the bidder’s own expense. This provision shall survive the termination of the agreement.

In claims against any person or entity indemnified under this paragraph by an employee of the bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the bidder or a subcontractor under worker’s compensation acts, disability benefit acts or other employee benefit acts.

Termination of Contract

If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the successful bidder shall violate any of the requirements of this contract, the owner shall thereupon have the right to terminate this contract by giving written notice to the successful bidder of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the successful bidder of any sum or sums set forth in the contract. Notwithstanding the above, the successful bidder shall not be relieved of liability of the owner for damages sustained by the owner by virtue of any breach of the contract by the successful bidder and the owner may withhold payments to the successful bidder for the purpose of compensation until such time as the exact amount of the damage due the owner from the successful bidder is determined.

The successful bidder agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

In the case of default by the successful bidder, the owner may procure the articles or services from other sources and hold the successful bidder responsible for the excess cost.

The Board shall have the right to terminate the agreement for convenience and without cause upon thirty (30) days' written notice, but shall pay for services rendered up until the date of termination.

Compensation

In consideration of the successful bidder's performance of its obligations under this proposal, the successful bidder shall issue an invoice and the Board shall pay the successful bidder the contract price in equal monthly installments. Every effort will be made to make payment within forty-five (45) days of receipt of a duly executed voucher and acceptance by the Board. The Board at its discretion may make partial payments. The Board reserves the right to withhold payment in the event the services do not conform to the specifications. The bidder shall not be entitled to interest on an overdue payment. The Board of Education is exempt from all local, state or federal sales, use or excise tax.

Statutory and Other Requirements

Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Exhibit A in this specification.

Goods, Professional Services and General Service Contracts

Each bidder 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:

1. A Letter of Federal Approval indicating that the bidder is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the bidder to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The bidder must provide a copy of the Certificate to the Public Agency as evidence

of its compliance with the regulations. The Certificate represents the review and approval of the bidder's Employee Information Report, Form AA-302 by the Division.

3. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Americans with Disabilities Act of 1990

The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. If awarded the contract, the bidder is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

New Jersey Anti-Discrimination

The contract for this proposal shall require, if the bidder is awarded a contract or subcontract for the purposes of the contract, the bidder or anyone working for the bidder or contractor or subcontractor, agrees that they will not discriminate against any person who is qualified and ready to perform the work or, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as provided in this specification, New Jersey Anti-Discrimination Provisions N.J.S.A. 10:2-1 et seq.

Bid Security/Guarantee; Bid Bond, Cashier's Check or Certified Check

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable to the Montgomery Township Board of Education.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey. All bid bonds submitted must be signed and witnessed with original signatures. The Montgomery Township Board of Education will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for rejection of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. (Please note: The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Montgomery Township Board of Education.)

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 18A:18A-36. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 18A:18A-24.

Failure to submit a bid guarantee shall result in rejection of the bid. Uncertified business checks, personal checks or money orders are not acceptable and shall also result in rejection of the bid.

Consent of Surety

Each bidder is required to submit with its bid a Consent of Surety certificate with Power of Attorney for full amount of bid price from a Surety Company licensed and authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the

full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 18A:18A-25.

Failure to submit consent of surety form shall result in rejection of the bid.

Performance and Payment Bonds

The bidder to whom the award is made shall furnish a performance bond in an amount at least equal to 100% of the contract price as security for the faithful performance of this contract and also a payment bond in an amount not less than 100% of the contract price as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or separate instruments in accordance with local law. The surety for these bonds shall be from a surety company authorized to do business in the State of New Jersey. The contractor shall pay for the cost of bonds.

Date of Bond must not be prior to the date of the contract and shall include the following information:

1. Correct Name of Contractor.
2. A Corporation, a Partnership or an Individual, as the case may be.
3. Correct name of Surety.
4. Phone and fax number of Surety.
5. If Contractor is a Partnership, all Partners shall execute bond.

In the event the bidder to whom the award is made defaults or fails to perform or finish the work required under the contract for any reason whatsoever, it shall become the unqualified obligation of the surety for the defaulting contractor to complete the contract in accordance with its terms following receipt of notice from the owner of such default. If the contractor defaults, the Board of Education will contact the bidder's surety for a replacement firm. The Board of Education reserves the right to approve the replacement custodial firm. The bonds provided shall not be released until final acceptance of the work required and then only if any liens or claims have been satisfied.

The successful bidder shall execute a formal contract with the Board of Education in the form required. Such performance and payment bonds shall be furnished and such contracts shall be delivered by the successful bidder within ten (10) days after the receipt by the successful bidder of notice of award. Failure to submit these documents with the executed contract shall be cause for declaring the contract null and void. Also the bidder shall forfeit to the Board of Education as liquidated damages the check or bond submitted with the bid.

A new performance and payment bond or renewal of said bonds must be submitted upon the award of the renewal of the contract each year the contract is enforce.

Statement of Ownership Disclosure Certification

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, including construction bids, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual

partner, and member, exceeding the ten percent ownership, has been listed. Disclosure must also be provided for individual stockholders who own more than 10 percent, if the business is owned by a publicly owned corporation. In this case, disclosure is met by providing a web link or reference to a US Security Exchange Commission (or similar foreign regulator for a non-US corporation) ownership filing statement.

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

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

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

State of New Jersey Business Registration Certificate

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of the contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00

for each day of violation, not to exceed \$50,000.00, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts – For purchases of an emergent nature, the contactor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

The requirement that a contractor provide proof of business registration or providing the contracting agency with sufficient information for the contracting agency to verify proof of registration of the contractor or named subcontractors must be submitted to the Purchasing Department by 12:00 Noon on the third Wednesday of each month. Failure to comply with this request will result in the rejection of your bid or request for proposal.

W-9, Request for Taxpayer Identification Number and Certification

The W-9, Request for Taxpayer Identification Number and Certification, is requested by the Montgomery Township Board of Education.

Political Contribution Disclosure (Pay-to-Play)

In accordance with c. 271, L. 2005, the Montgomery Township Board of Education will require from all business entities submitting proposals, or with whom the Board is negotiating or considering an appointment, a list of political contributions (as defined below) made by the entity (including certain company officials and their spouses) during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. This requirement will be strictly enforced with respect to all covered contracts, including appointments at the annual reorganization meeting of the Board. The list must accompany your proposal or must be provided no later than ten (10) days prior to the Board's approval of the contract.

This requirement applies to individuals as well as to any form of business entity. The only exceptions are for the following:

1. Contracts having an anticipated value of \$17,500.00 or less are exempted; and
2. Emergency contracts are exempted.

It is your responsibility to prepare and file the list of political contributions and to make certain that the list complies with the law. Your failure to do so will preclude consideration of your appointment or contract for services. Please be advised that the political contributions list you submit to the Montgomery Township Board of Education must include all contributions made to any State, county or municipal committee of any political party; to any legislative leadership committee; to any candidate committee of a candidate for, or holder of, an elective office of this Board of Education and of any other public entity located in Somerset County or located in the 16th Legislative District.

You are obligated to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission if you receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or

affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the District finds a person or entity to be in violation of the principles which are the subject of this law, they 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 person or entity.

The New Jersey Community Right to Know Worker and Act

The manufacturer or supplier of chemical substances or mixture shall label them in accordance with the New Jersey Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq. and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components of the substance or mixture and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished. General information and labeling assistance can be found on the New Jersey Department of Health and Senior Services Right to Know Program website at: www.nj.gov/health/eoh/rtkweb/.

Federal Clean Air Act

The contractor providing service shall, in all aspects, comply with the Federal Clean Air Act. This is to say that the contractor's service personnel are to be thoroughly and properly trained, equipped, and keep all proper records for compliance with the Act. The contractor shall take all necessary steps to insure that all work done for the Board of Education is done in compliance with the Federal Clean Air Act. The contractor shall furnish to the Board of Education copies of all training and service as well as other necessary documentation as proof of compliance with the law if applicable.

Harassment, Intimidation and Bullying (“Anti-Bullying Bill of Rights Act”)

Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Board, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to all contracted service providers and their employees a copy of the District's anti-bullying policy and information regarding the policy.

Criminal History Background Checks

The successful bidder shall perform a criminal history records check, as is required pursuant to N.J.S.A. 18A:6-7.1 et seq., for those employees that will be performing services for the custodial firm in accordance with this specification. The cost of the criminal background checks is the responsibility of the custodial firm. The Board reserves the right to inspect the records of any or all employees of the custodial firm, at any time during the term of the contract, with respect to the background check.

Payment

The contractor shall issue an invoice in accordance with the payment schedule set forth in the Specifications. Every effort will be made to pay vendors and contractors within forty-five (45) days of acceptance by the Board of Education, provided the Board of Education receives the appropriate documentation from the contractor. Payment will be rendered upon completion of services covered by the

payment application to the satisfaction of the Board of Education, unless otherwise agreed to by written contract. The Board at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

Term of Contract

The contract period shall be for an initial term of one year beginning July 1, 2021 and ending June 30, 2022. The Board may, at its option, agree to renew the contract for up to two additional one-year periods or one two-year period, in accordance with the provisions of N.J.S.A. 18A:18A-42, which requires that the terms and conditions of the extension shall remain substantially the same as in the original contract, that the contract be awarded by resolution of the Board upon its finding that the services are being performed in an effective and efficient manner, and that the price change, if any, not exceed the change in the index rate as defined by N.J.S.A. 18A:18A-2(bb). Information on the current index rate, as well as the index rate for the last four quarters, is available at the following website:

http://www.state.nj.us/dca/divisions/dlgs/programs/lpcl_docs/cur_index_rate.pdf.

Form of Agreement

The contract shall be comprised of the Notice to Bidders, Instructions to Bidders Requirement, Bid Specifications, Agreement, any amendments and clarifications, the bidding documents, and the Agreement between the Board and the successful bidder. The bidder to whom the contract is awarded shall, within ten days from receipt of the Agreement between Owner and the successful bidder, sign and return the contract to the Board. The form of Agreement between Owner and Contractor shall be prepared by the Board and shall be substantially in the same form as the form Agreement attached hereto as Appendix A.

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466 - 7601
FAX: (609) 466 – 0944**

B22-01, Custodial Services for the Lower Montgomery Middle School

Specifications

It is the intent of these specifications to cover the complete custodial services to the same or higher degree as are presently being performed in the Board of Education's schools. The contractor must meet the daily requirements of the school and be responsible to the scheduling requests of the Principal. It is also the intention of the Board to provide clean, safe, mechanically sound, attractive building and grounds conducive to a proper learning environment. Any violations of the terms of the contract may result in monetary fines or contract termination.

Scope of Work

Location

**Lower Montgomery Middle School
373 Burnt Hill Road
Skillman, New Jersey 08558**

Approximate Square Footage – 127,300

Qualifications of Bidders

The following are the minimum requirements to qualify for bidding:

The contractor must be an established corporation/company/proprietorship registered to do business in the State of New Jersey.

The contractor shall be familiar with the requirements of all applicable codes and regulating bodies at the federal, state, and local levels.

The contractor must submit evidence demonstrating an ability to administer custodial services and implement these guidelines in the daily cleaning routine. Submittal of this information must be included in the bid document and conform to stated format, (i.e., ISSUE – International Sanitary Supply Association, CMI – Cleaning Management Institute or equivalent certifications).

The contractor shall indicate the percentage of total business that the award of this contract would represent in relationship to its current annual volume of business.

The contractor is required to have been in the business of providing professional building maintenance and custodial services for a period of no less than five (5) years prior to the date of submission of this proposal.

The contractor must be doing business in a minimum of three (3) facilities of equal or greater volume performing custodial services.

The contractor must disclose the name of all public and public school custodial/maintenance contracts awarded for the past three (3) years.

The contractor must disclose all public and public school contracts terminated in the last three (3) years and reasons for termination.

The Board may contact any of the public agencies or school districts that have contracts with the contractor for the purpose of evaluating the quality of service provided and the ability of the contractor to adhere to specifications of the contract. Failure of the contractor to respond to this section to provide accurate information in response to the above will be grounds to reject the bid as non-responsive.

General Requirements

The contractor shall provide a list of personnel to be utilized at the Lower Montgomery Middle School a minimum of 30 days prior to the start date of the contract. Included with this information, the contractor will provide personnel files with the following enclosed, photo identification, Social Security Number, Employment Eligibility Verification Form I-9, and a negative Mantoux Test or approved medical clearance. A penalty of \$500.00 per occurrence will be assessed if an unapproved worker is used. The contractor shall advise the Board of Education in writing of any personnel changes immediately upon becoming aware of such changes and provide a personnel file for all replacement workers prior to their start date at the Lower Montgomery Middle School. All workers shall have undergone criminal history records check, as is required pursuant to N.J.S.A. 18A:6-7.1 et seq., without expense to the Board, prior to commencing work in the Board's schools.

The contractor shall provide to the Board an approved list of substitute custodial staff that will be utilized in case of absences or additional staffing requirements. They shall meet all the requirements of the above referenced paragraph.

The contractor must utilize, in their employment in the Montgomery Township School District, experienced and trained personnel including an appropriate number qualified with a valid New Jersey low pressure black seal boiler operator's license, inclusive of all required governmental licenses, certificates, seals, etc., as applicable. All personnel with a valid New Jersey low-pressure black seal boiler operator's license shall post their license in the boiler room in a glass picture frame as required by code.

An employee with a valid New Jersey low pressure black seal boiler operator's license must be in attendance at all times (including evenings and weekends) when boilers are operating for heating and/or hot water, and when the building is open for staff, students, or public. All valid New Jersey low pressure black seal boiler operator's licenses shall be posted in the boiler room in a glass picture frame as required by code and copy provided to the School Business Administrator. A violation of this clause will result in a \$500.00 penalty for each occurrence and deducted from the monthly invoice. All boilers shall be operated in accordance with N.J.A.C. 12:90 and all subsequent revisions, amendments, and other applicable standards, regulations and laws. All boiler operation checks and repairs must be logged in accordance with all applicable statutes.

Any stated fines created by lack of coverage will be charged to the contractor.

The contractor will provide at least one employee in the Lower Montgomery Middle School at all times while occupied, including all shifts during Summer Cleaning, who shall be qualified with a valid New Jersey low pressure black seal boiler operator's license, possessed of all required governmental licenses, certificates, seals, etc., as applicable.

In the hiring of employees, the contractor shall not by reason of race, creed, color, national origin, sexual orientation, sex or age, discriminate against any person who is qualified to perform the work to which the employment relates. (An Equal Opportunity/Affirmative Action Employer)

The contractor must provide as necessary documents that establish both identity and employment eligibility per the U.S. Department of Justice Immigration and Naturalization Service reference form Employment Eligibility Verification, Form I-9 (Rev. 11-21-91) N.

The contractor shall provide daily and continuous supervision by competent and experienced people.

The contractor's employees will be required to use the existing time card recorder. The contractor's supervisor will send these timecards to the Director of Facilities on a monthly basis. Time cards are the property of the district and are not to leave the Lower Montgomery Middle School.

The contractor's staff shall become familiar with all aspects of the building operations such as but not limited to the fire alarm, security alarm, boiler and heating systems, lighting system and timers, electrical panel devices and be able to respond and communicate in an event of an emergency or other urgent situation.

The contractor must provide and use Green Sealed Certified cleaning products where applicable as per New Jersey State law. Contractor must provide certificates to the District Custodial Supervisor showing all Green Sealed Certified cleaning products prior to use in the building. The products being used in all restrooms and locker rooms must state that it kills MRSA on the label.

The contractor shall supply sufficient labor/staffing as well as material and equipment (unless otherwise noted) for the accomplishment of all work to ensure all areas of the building are properly cleaned and shall provide additional staff when needed to cover regularly scheduled school events at no additional cost to the school district such as but not limited to plays, back to school night, dances, graduation, etc. The contractor's equipment shall be of the size and type suitable to accomplish the various phases of work described herein, consistent with the most current industry technology. During the life of the contract the contractor will pay for repairs to any custodial equipment, which is owned by the contractor.

The Board or its designee reserves the right to conduct an inspection at any time and to bring to the attention of the contractor any incomplete or defective work and require corrective measures to be taken within a reasonable amount of time. If the contractor fails to clean any area as required and district personnel are used to correct the deficiency the contractor will be back charged for the time required correcting the problem and assessed a \$100.00 penalty for each occurrence, which will be deducted from the monthly invoice.

The contractor shall provide qualified personnel to perform custodial functions. The contractor shall also assure compliance by its staff with "Right to Know" regulations. The contractor is responsible for providing all training required for his/her employees and keeping current two (2) Material Safety Data Sheet Manuals (MSDS) on site and accessible to employees and district personnel.

Manuals will be updated with new product MSDS sheets after receipt of supplies. Cleaning and sanitizing products should be properly labeled according to "Right to Know" regulations.

The contractor shall be responsible for instructing his/her employees in safety measures to insure compliance with OSHA requirements, including AHERA Two (2) Hour Asbestos Awareness Training as required per OSHA Standard CFR 1926.1101, the Blood Borne Pathogens Standard, 29 CFR 1910.1030, as

well as “Right to Know” and general safety practices, operations and maintenance. Certification that these seminars were attended is required. Certified personnel must provide all required training and proof of trainer certification must be provided to the Board. The contractor’s staff shall maintain a pest sighting log as required for integrated pest management of the building.

The contractor shall be responsible to instruct his/her employees of the Board policy on “Sexual Harassment” and provide documentation, i.e., a sign-in sheet, that this workshop was attended.

The contractor is requested to identify access to a national purchasing program, if any. It is intended that the contractor will establish a warehousing and inventory control procedure applicable to their operation and that of the school district, which shall be disclosed to the District as soon as practicable.

The contractor shall submit with bid relevant information and/or documents indicating the methodology, procedures, and programs that are anticipated to become part of the service rendered under this contract by the bidder. This shall include, but is not limited to samples of work orders used by bidder, samples of personnel forms, samples of material ordering forms, samples of job descriptions, etc.

The contractor is required to provide a technical assistance manual for each facility.

The contractor shall exercise a high degree of care to prevent unauthorized removal of Board property, which includes storage, and care for tools, equipment and machines and arrange for the return of lost articles. The contractor shall reimburse the Board at replacement cost for all lost or pilfered articles.

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

Solicitation or sale of items for personal or fund raising purposes is strictly prohibited. A penalty of \$50.00 will be assessed and deducted from the monthly invoice for violation of this clause.

The contractor will be held accountable for security breaches that are caused by improper securing of the building, i.e.: open windows, unlocked doors and charges for alarm calls due to the above will be the bidder’s responsibility at the hourly rate of the responding district personnel (either overtime at time and half or double time). Contractor will also be held responsible for all damages caused by any security breach.

The contractor will be responsible for the cost of all lost keys. The cost of replacement keys and any security services pertaining to lost keys will be back charged and deducted from the contractor’s monthly invoice.

The contractor’s custodial staff will perform all additional facility custodial duties as required by the Director of Facilities as are being performed by the districts custodial staff in the balance of the district.

This contract may *not* be assigned to other parties or any part, subcontracted out without the prior approval of the Board.

Staffing, Wages and Benefits.

All staffing, wages and benefits shall be provided by the contractor in accordance. Upon notice to the contractor, the contractor shall discharge or remove from service related to this contract any person whom the Board or its designee determines is unsatisfactory.

The contractor is required to pay at least the minimum wage rates and supplements specified in the schedule established by the New Jersey State Labor Department.

Contractor's Personnel

The contractor must provide a written statement concerning the depth, extent, scope, and availability of personnel including the amount of personnel representation, visitation, and coverage by Supervisors and staff personnel. **Monthly and quarterly written supervisory reports are to be provided to the School Business Administrator/Board Secretary and the Director of Facilities.**

Uniform Policy

Uniforms with the company name on the shirt and badges provided by the Board are required for custodial personnel and **must** to be worn at all times. This policy will be strictly enforced. Failure to comply will result in action by the Board to ensure compliance. A penalty of \$25.00 will be assessed for each occurrence and deducted from the vendor's monthly invoice.

School Contract Reference List

The contractor is required to submit a list of all school districts currently under contract with contractor. This list will include the name of the district, address, person to be contacted, and title of contact, and scope of operation at that location. These references must be located within a 100 mile radius of the Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey 08558 for site inspections.

Compliance

The contractor is required to submit evidence of compliance with the rules and regulations of E.E.O.C. and their policy on affirmative action.

The contractor is expected to comply with all Federal, State, and local statutes, ordinances and regulations, which are applicable to the performance of this contract under the specifications within and procure all necessary licenses and permits.

The contractor is expected to implement programs to insure that the District is in compliance with local, State and Federal regulations and regulatory agencies, as they apply to operations within the scope of this contract, including but not limited to AHERA, Right to Know, PEOSHA and Life Safety Code.

Organization Charts

The contractor will submit organization charts for the following:

1. Corporate Structure
2. Regional Structure

Personnel Requirements

All personnel must have a police background check and be fingerprinted. The Board requires that before a person can be assigned to the district their approved results from the State of New Jersey for their police background check and fingerprints must be on file in Human Resources. Failure to comply may result in monetary fines or the cancellation of the contract. Emergent relief will not be granted due to lack of planning.

The contractor shall be responsible for providing a tuberculosis examination for all employees prior to the start of work, and annually thereafter, using the Mantoux Test from a private medical professional. The bidder must provide documentation of a negative tuberculosis test for all employees prior to the start of work. If the Mantoux Test results are positive appropriate medical procedures shall be followed and documentation from a medical professional provided. Also, the bidder is solely responsible for all costs associated with all medical testing.

Log Book

The Principal of the Lower Montgomery Middle School or his/her designee will maintain a BOUND daily logbook for all areas of concern between the Board of Education and the contractor. The contractor's supervisor will review the log daily and provide written responses.

Smoking

The Montgomery Township Board of Education is required enforce regulations to prohibit smoking in district buildings or on school grounds in accordance with N.J.S.A. 26:3D-17.

Drugs and Alcoholic Beverages

It is strictly understood that the contractor and any of the employees of the contractor shall not bring upon the premises any drugs and/or alcoholic beverages for consumption, sale or gifts at any time or for any use in any manner whatsoever. A penalty of \$500.00 per occurrence will be assessed and deducted from the monthly invoice with possible criminal prosecution.

Variation to Specifications

For the purpose of evaluation, the contractor must indicate any variations to the specifications, terms and/or conditions, no matter how slight. If no variations are stated on the Proposal Form it shall be construed that the bid fully complies with these specifications. All proposals must be accompanied by product literature, brochures and additional information that may be necessary to evaluate the product being bid.

Communications

The contractor shall establish and keep operative a method of communication between their shift supervisor and the district's Director of Facilities, i.e.: cell phone. Such communication method must be operative while staff, students, outside users of the facilities or the contractor's custodial staff occupies the building, the purpose being, ready communication when alarm systems are activated either knowingly or unknowingly.

The contractor shall provide two-way radios for in school communication between the custodial staff and the main office.

Needed equipment will be the property of the contractor. The Board must be notified of any change in method of communication or change of numbers immediately prior to commencement. The contractor shall follow up in writing. The contractor shall also establish with the Board an appropriate method of communication/notification for **EMERGENCY** situations (answering machine unacceptable). The contractor shall establish such communication methods prior to the first day of the contract and maintain it until completion of the contract.

INFORMATION TO BIDDERS

It is the intention of the Montgomery Township Board of Education to provide clean, safe, mechanically sound, attractive buildings and grounds conducive to a proper learning environment.

A. FINANCIAL ARRANGEMENTS

This fixed price contract will provide for the exclusive right to perform all custodial functions at the Lower Montgomery Middle School for a one-year period from July 1, 2021 through June 30, 2022 with the option for two one-year extensions from July 1, 2022 through June 30, 2023 and from July 1, 2023 through June 30, 2024 pursuant to N.J.S.18A:18A-42.

Extra billings will be made at an identified rate for those activities above and beyond the services currently being performed by the Montgomery Township School District in its existing schools and further qualified as being those routine school functions requiring custodial support.

The contractor will provide a detailed invoice with the date, the activity i.e.: recreation basketball; the number of staff needed to perform the work, hours worked and hourly rate to be paid to each employee. Refer to the attached *Weekly Overtime Request* document.

Payment will be made on a monthly basis in accordance with Montgomery Township Board of Education vouchering procedure.

B. SCOPE OF SERVICE

Building located at:

**Lower Montgomery Middle School
373 Burnt Hill Road
Skillman, New Jersey 08558**

a. All shift coverage requires a custodial supervisor on duty who can clearly communicate with school personnel and the public. Adequately trained and qualified personnel must staff the shift(s), one of who must be the shift supervisor. There must be a shift supervisor or shift worker, with a valid New Jersey Low Pressure Black Seal Boiler Operators License, properly framed and posted in the boiler room of the facility on site, at all times when the building is occupied. Adequate and qualified personnel shall be in attendance to ensure coverage of both shifts (6:45 A.M. - 3:15 P.M. and 3:15 P.M. - 11:15 P.M.). If requested coverage is not provided the lost hours will be deducted from the contractor's monthly payment at the billed hourly rate for the type of worker absent. In addition, a penalty of \$100.00 will be deducted for each instance of lack of coverage. If the contractor cannot provide a properly cleaned building with the required minimum staff the contractor shall provide additional staff at no extra cost to the Montgomery Township Board of Education to insure that the building is properly cleaned, in order and ready for the next day.

b. **Daytime shift** will be from September 1, 2021 to June 30, 2022 and the following coverage is expected.

Dates: September 1, 2021 to June 30, 2022

Coverage Hours: 6:45 A.M. to 3:15 P.M.

Minimum Staff and Hours Required by the Montgomery Township School

3 Vendor Employees, 8-1/2 Hour Shifts = Total of 25-1/2 Hours

Minimum workers must be provided during the above-posted hours of 6:45 A.M. to 3:15 P.M., Monday through Friday.

c. **Evening shift** will be from September 1, 2021 to June 30, 2022 and the following coverage is expected.

Dates: September 1, 2021 to June 30, 2022

Coverage Hours: 3:15 P.M. to 11:15 P.M.

Minimum Staff and Hours Required by the Montgomery Township School

4 Vendor Employees, 8 Hour Shifts = Total of 32 Hours

Minimum staff must be provided during the above listed hours Monday through Friday.

d. **Summer coverage** will be from July 1, 2021 to August 31, 2021 and the following coverage is expected.

Dates: July 1, 2021 to August 31, 2021

Coverage Hours: 7:00 A.M. to 9:00 P.M.

Minimum Staff and Hours Required by the Montgomery Township School

Minimum of 4 Vendor Employees - 32 Hours

2 Vendor Employees – 7:00 A.M. to 3:00 P.M.

2 Vendor Employees – 1:00 P.M. to 9:00 P.M.

Minimum staff must be provided during the above listed hours Monday through Friday. If additional staff is required above the minimum to complete the required work it will be provided at no additional cost to the district.

If requested coverage is not provided the lost hours will be deducted from the contractor's monthly payment at the billed hourly rate for the type of worker absent. In addition, a penalty of \$100.00 will be deducted for each instance of lack of coverage. If the contractor cannot provide a properly cleaned building with the required minimum staff the contractor shall provide additional staff at no extra cost to the Montgomery Township Board of Education to insure that the building is properly cleaned, in order and ready for the next day.

e. If the contractor determines that cleaning can't be completed during normal required working hours and needs to be done during off shift hours they shall inform the Director of Facilities. This work will be performed at no additional cost to the district.

f. Prior to quarterly, semi-annual and summer cleaning the contractor's supervisor shall consult with the Lower Montgomery Middle School Principal and/or the Director of Facilities who will determine the need and/or areas that require priority cleaning.

g. If awarded a contract for summer work, from July 1, 2021 to August 31, 2021 there shall be staffing, with supervision, between the hours of 7:00 A.M. and 9:00 P.M. Staffing needs should be adequate to ensure that the school is ready for the start of the upcoming school year, and that all functions listed in Specifications A, B, C, D, E, F, and G are completed and maintained for the return of staff and students.

h. The contractor is required to explain in writing and detail how the building will be staffed and what will be done for day, evening, and summer cleaning. Refer to "Staffing" section of the Proposal Form. The Board reserves the right to award or reject the bid based on the staffing as delineated by the contractor.

i. The boiler operators shall follow all applicable rules and regulations for proper and safe operations of boilers. The boiler operators shall perform all boiler record keeping as required by the Board of Education. It is recommended that all boilers be checked a minimum of three (3) times per shift or as regulated by state code or regulation.

j. The contractor will be required to provide staffing for those activities that are beyond the school day or outlined shifts. Activities may be sponsored by outside organizations. All attempts will be made to schedule building usage including custodial needs, staffing, and set-up at least one week in advance. The extra service hourly rate pertains to duties beyond the regular work shifts (6:45 A.M. to 11:15 P.M., school year and 7:00 A.M. to 9:00 P.M., summer). However, the extra service hourly cost does not apply to daily, weekly, quarterly, semi-annual and summer cleaning, as listed below in the Performance Specifications. Discretionary assignments by the Lower Montgomery Middle School Principal and/or the Director of Facilities during regular shifts are covered by the general contract.

Every attempt will be made to “work around” any after school and evening activities. In the event an area cannot be cleaned due to a conflict, it shall be brought to the attention of the Principal. If the Principal is not available the Director of Facilities should be contacted as soon as possible, but no later than prior to the close of that shift.

k. The vendor is not required to staff the building on the following holidays:

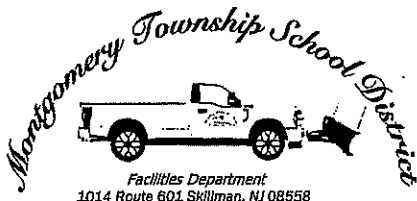
Independence Day	New Year’s Eve Day	Memorial Day
Labor Day	New Year’s Day	
Thanksgiving Day	Martin Luther King Day	
Christmas Eve	President’s Day	
Christmas Day	Good Friday	

If staffing is required on the days listed above, the hourly rate will fall under the extra services activities rate.

If school is closed because of weather the contractor is required to staff the building as soon as the staff can safely arrive. If a general or local state of emergency is declared by an official governing authority the contractor will be advised by the Director of Facilities or his designee as to when the contractors staff should report to work.

l. The successful contractor will be required to immediately notify the Principal and/or the Director of Facilities if there is a shortage of minimum shift workers as soon as the shortage becomes apparent. The contractor shall take all the necessary steps to provide minimum staffing prior to reporting on premises. If the contractor has exhausted all options for minimum staffing the Principal and/or the Director of Facilities must be notified. The contractor must continue to find appropriate personnel immediately. The district will make monetary deductions for shortage of personnel based on the hourly rates listed on the proposal sheet. Also, this is cause for cancellation of said contract.

m. The Montgomery Township Schools receive the bulk of their equipment and supply orders during the summer months. Ample staffing shall be available to unload, store, assemble, and distribute such materials. This shall be included as part of the regular custodial duties.



Facilities Department
1014 Route 801 Skillman, NJ 08558

PHONE 609.466.7600

FAX NO. 609.466.0944



WEEKLY OVERTIME REQUEST

CODE S = Substitute
A = Alarm Call-in
ME = MHS Event
OE = Outside Event

CIRCLE
DEPARTMENT CUSTODIAL GROUNDS MAINTENANCE MMS UMS VILLAGE ORCHARD LMMMS SHIFT FIRST SECOND

MONTH: January February March April May June July August September October November December

HOURLY RATE \$

EMPLOYEE NAME (PRINT): _____ EMPLOYEE SIGNATURE: _____ DATE: / /

DAY	DATE	Start Time	End Time	CODE	OT HOURS	DT HOURS	Total	DESCRIPTION OF WORK / NAME OF EVENT
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								
Sunday								
Total								

COMPLETE FORM IN BLUE INK ONLY

Head Custodian Initials: _____ Date: / /

Facilities Director Initials: _____ Date: / /

Business Administrators Initials: _____ Date: / /

When substituting for a custodian, please indicate the name of the person you are filling in for under "DESCRIPTION OF WORK".

Fill in the DATE, START/END TIMES and DESCRIPTION OF WORK only. The Business Department shall perform the calculations.

PERFORMANCE SPECIFICATIONS

Specification A:	Daily Cleaning Schedule (Includes night custodians)
Specification B:	Weekly Cleaning Schedule
Specification C:	Quarterly or Semi-Annual Project Cleaning
Specification D:	Annual Summer Cleaning
Specification E:	Miscellaneous Responsibilities
Specification F:	Extra Services
Specification G:	Supervision
Specification H:	Covid-19 and Custodial Daily Cleaning Procedures Manual

SPECIFICATION A

Daily Cleaning During the School Year (Monday - Friday)

1. Classrooms, Laboratories, Auditorium, Medial Center and Shop Areas

- a. Empty, separate and remove all recyclables. All trash and recyclables need to be put in their proper location. Empty and remove trash in waste receptacles. Move to a collection point and dispose of in the proper disposal containers or dumpsters. Damp wipe waste receptacles inside and out, as needed, to remove soil. Replace plastic liners when used in waste receptacles.
- b. Spot clean glass in doors and partitions, inside and out of windows to remove smudges.
- c. Dust window ledges, sills, displays, decorations, TVs and other equipment. Dust horizontal furniture surfaces; inspect student desktops and spot-clean them to remove heavy soil, heavy markings, graffiti and gum.
- d. Spot clean walls, doors, doorknobs, kick plates and ledges.
- e. Dust mop smooth floors with a treated dust mop, sweep rough wood or concrete floors.
- f. Spot mop floors as necessary, except in carpeted areas.
- g. Thoroughly vacuum and spot clean all stains on all carpeted areas immediately upon discovery. Carpeted corridors shall be vacuumed throughout the school day as needed. All hallway areas shall be policed for trash/litter hourly during the dayshift and trash appropriately disposed of. *All are priority requirements.*
- h. Rearrange furniture as needed.
- i. Clean sinks and replenish paper towels.
- j. Empty all pencil sharpeners.
- k. Adjust shades, blinds to a uniform height throughout the building.
- l. Clean all white boards as well as ledges. Expo must be used to clean white boards.
- m. Damp wipe all student desks with mild germicidal disinfectant.

2. Bathrooms

- a. Bathrooms will be thoroughly sanitized after school each evening and spot cleaned in mid-morning and mid-afternoon.
- b. Empty all waste receptacles; remove waste, including stall disposal receptacles, to a collection point and dispose of in the proper disposal containers or dumpsters.

- c. Check and refill toilet paper dispensers, paper towel dispensers and soap dispensers. Soap dispensers must be filled with hypoallergenic, anti-bacterial soap (bar soap is not permitted), as needed. All to be checked periodically throughout the school day.
- d. Disinfect all plumbing fixtures, including all basins, toilet bowls including the toilet seats (topside and undersides) and urinals inside and out. Sweep and wet mop floors with a disinfectant-cleaning agent.
- e. Polish all mirrors and bright work.
- f. Damp wipe all partitions with disinfectant.
- g. Spot clean all walls.
- h. Remove all graffiti on all walls, stalls and other surfaces.
- i. Check to be sure that all plumbing is operational; report stoppages and/or leaks, immediately.
- j. Periodically check and clean up any incidental spills and any other debris during the school day.
- k. Report any damage, hazardous conditions or vandalism to a supervisor.

3. Nurses Offices, Rest Cubicles and Bathrooms

- a. Nurse's office/room shall be cleaned with an anti-bacterial cleaning agent and maintained in a sanitary condition. Nurse's office/room must be floor mopped daily.
- b. Spills of bodily fluids shall be cleaned up, upon notification of such, using standards established in the Blood Pathogen Law.
- c. Refuse should be discarded properly and waste receptacles must be cleansed both daily and nightly.
- d. At no time shall the "**Red Box**" needle disposal unit be emptied or tampered with.
- e. Nurse's cots should be sanitized regularly.

4. Offices, Lounges and Conference Rooms

- a. Empty, separate and remove all recyclables. Empty and remove trash in waste receptacles. Move to a collection point and dispose of in the proper disposal containers or dumpsters. Damp wipe waste receptacles inside and out, as needed, to remove soil. Replace plastic liners when used in waste receptacles.
- b. Dust clear areas of furniture tops, shelves, sills and ledges.
- c. Spot clean glass in doors and partitions.
- d. Clean all bathrooms in offices in accordance with the bathroom cleaning procedures.
- e. Dust mop smooth floors with treated dust mop. Sweep wooded or concrete floors that are too rough to dust mop. Damp/Wet mop as needed.

- f. Thoroughly vacuum and spot clean all stains on all carpeted areas.
 - g. Rearrange furniture as needed.
 - h. Empty pencil sharpeners.
 - i. Main office chairs to be cleaned weekly.
5. Entrances, Lobbies and Hallways
- a. Empty, separate and remove all recyclables. Empty and remove trash in waste receptacles. Move to a collection point and dispose of in the proper disposal containers or dumpsters. Damp wipe waste receptacles inside and out, as needed, to remove soil. Replace plastic liners when used in waste receptacles.
 - b. Dust all windowsills, ledges and furniture tops.
 - c. Clean smudges and soil from glass in partitions and doors.
 - d. Thoroughly vacuum and spot clean all stains on all mats and carpeted areas. Dust mop smooth floors with a treated dust mop. Sweep wooded or concrete floors that are too rough to dust mop. Damp/Wet mop as needed.
 - e. Dust mop floors with a wide treated dust mop. Vacuum mop heads, as needed (i.e., when residue is being left on floor) to remove dust, with a vacuum cleaner or shake out into an empty plastic bag with the mop head in the bag. Sweep wood and rough concrete floors.
 - f. Spot mop floors when necessary to remove heavy soil, except in carpeted areas.
 - g. Completely damp mop ceramic, concrete, terrazzo and resilient tile floors weekly or as needed by soiling conditions.
 - h. Clean water fountains with germicidal detergent or a non-abrasive powdered cleanser. Wipe off with dry cloth and polish, daily.
 - i. Spot clean finger marks and smudges on walls, door facings and doors.
 - j. Wipe baseboards, weekly.
 - k. The outside of lockers shall be cleaned on a regular basis with a non-abrasive cleanser.
 - l. Entry doormats are to be shaken out, spot cleaned and vacuumed.
 - m. Sidewalk areas immediately outside entry doors shall be swept on a daily basis. All debris must be picked up and disposed of in the proper receptacles.
 - n. Between class period's check and police, the building corridors and common areas removing all trash and debris from floors as well as check, and empty as needed, all trash receptacles.

6. Cafeteria, Lunchrooms

During School:

- a. Set up cafeteria tables, benches and waste receptacles.
- b. Police spills and all litter from the floor. Wipe tables clean between lunch periods and immediately after the final lunch period.
- c. Move furniture as necessary to gain access to soiled places.
- d. Vacuum and spot clean all stains on all carpeted areas.
- e. Leave furniture arranged to facilitate routine cleaning.
- f. After lunch empty, separate and remove all recyclables. Empty and remove trash in waste receptacles. Move to a collection point and dispose of in the proper disposal containers or dumpsters. Area around disposal containers or dumpsters shall be kept clean and free of debris. Damp wipe waste receptacles inside and out, as needed, to remove soil. Thoroughly clean waste receptacles monthly. Replace plastic liners in waste receptacles.
- g. Spot clean all walls after each lunch period.
- h. Clean all tables and chairs with an approved disinfectant between and after lunch periods.
- i. Have multi-purpose rooms ready for instruction after lunch session.

After School:

- a. Spot clean walls and arrange furniture.
- b. Clean all surfaces and doors.
- c. Thoroughly vacuum and clean all stains on all carpeted areas.
- d. Clean water fountains with germicidal detergent or a nonabrasive powdered cleanser. Wipe off with dry cloth and polish.
- e. Check and remove all cobwebs from ceilings and windows.
- f. Dust, damp wipe, rinse and polish all horizontal and vertical surfaces with a mild germicidal disinfectant within 6 feet of floor level. Such as, ledges, windows, etc.

7. Locker Rooms, Dressing Areas, and Gym Offices

- a. Empty, separate and remove all recyclables. Empty and remove trash in waste receptacles. Move to a collection point and dispose of in the proper disposal containers or dumpsters. Damp wipe waste receptacles inside and out, as needed, to remove soil. Replace plastic liners when used in waste receptacles.

- b. Use a germicidal disinfectant solution from a plastic spray bottle and a cloth or sponges to damp clean all benches, furniture, lockers and walls. Rinse cloth or sponge in clean/clear water.
- c. Wet mop all hard floors every evening with a disinfectant.
- d. Showers curtains/stalls are to be damp wiped with a disinfectant.
- e. Tile surfaces are to be damp wiped with a disinfectant, rinsed and polished.
- f. Refer to Specification A, Section 2, Bathrooms for additional requirements.

8. Gyms and Stage Areas

- a. Floors should be spot mopped once a week (except wood floors). Spills on wood floors should be mopped with as little water as possible if needed.
- b. Wood floors shall be cleaned nightly with an approved treated mop (dust inhibitor/floor dressing agent) and during the day if requested by the Principal or Athletic Director.
- c. A cleaning agent that would make the floors slippery shall not be used.
- d. Mop gym mats weekly with damp germicidal disinfectant solution when mats are being used.

9. Stairways

- a. Dust handrails, all windowsills and ledges. Dust mop stairs using a small treated dust mop, if soil is heavy or abrasive, use a broom. Follow-up with a dust mop finish. Wet mop weekly.
- b. Spot clean walls to remove heavy soil, heavy markings, graffiti and gum using a detergent solution. Difficult to remove marks may be removed by carefully applying lotion cleanser with a damp sponge or cloth and rinsing thoroughly with clean clear water.
- c. Mop stair treads using a damp cotton mop, as needed.
- d. Thoroughly vacuum and spot clean all stains on all mats and carpeted areas.
- e. Clean chair lift.
- f. All safety procedures such as caution signs, ventilation, lockout and tag out procedures are to be followed when the type of work requires.

10. Daily Indoor Policing

All Entrances, Lobbies, Halls, Bathrooms and Other Public Areas:

- a. Keep mats and runners clean and dry at all entrances. Use a vacuum if necessary and spot mop these areas to remove tracked in water or soil.
- b. Keep recyclable and waste receptacles emptied as required and floor area around them clean.

- c. Pick up any debris that has been dropped on the floor and clean any spillage or soiled spots with a mop.
- d. Dust mop corridors as needed throughout the school day to maintain them as dust and debris free.
- e. Vacuum and spot clean all stains on all carpeted areas.
- f. Spot-check bathrooms and attend to immediate needs, i.e.: spills, leaks, toilet tissue.
- g. Report any damage, hazardous conditions or vandalism to a supervisor.

11. Daily Outside Policing

Outside shall be understood to be the immediate perimeter of the building and the sidewalk areas.

- a. Empty and remove trash in waste receptacles. Replace plastic liners when used in waste receptacles.
- b. Remove cobwebs and other debris from the overhangs and walls.
- c. Remove obvious debris from the grounds, athletic and parking areas.
- d. Sweep outside steps and nearby sidewalks to keep soil away from door.
- e. The roof area of the building shall be checked daily for balls, debris or other material that may cause clogging of drains or roof damage.
- f. Report any and all hazardous conditions to a supervisor.
- g. Report any damage or vandalism to the building, lawn or equipment to a supervisor.

12. Kitchen

- a. Kitchen floors should be swept and wet mopped daily.
- b. Kitchen lavatory shall be maintained in the utmost sanitary condition, being sure hand cleaning supplies is never empty.
- c. Kitchen walls and ceilings shall be kept clean. Light fixtures and protective covers shall be cleaned at least quarterly or more often if necessary to remove soil.
- d. Exhaust filters shall be cleaned bi-weekly. Upon completion of cleaning the contractor's employee must complete the log sheet and initial with time and date.
- e. Kitchen equipment is the responsibility of Food Services; however, assistance may be needed with hard to reach areas. The kitchen must be in compliance with all Board of Health requirements at all times.
- f. All trash/cardboard and recyclables must be removed from the kitchen and minimum of three times a day beginning at the start of the lunch period and at the conclusion of kitchen clean up. No trash is to be left in the kitchen overnight.

g. The Food Services Manager may request in writing in the bounded logbook any non-described cleaning assistance.

13. Equipment

- a. All vacuum equipment used shall be H.E.P.A. filter equipped and properly maintained, daily and nightly. Vacuum cleaner bags/filters will be emptied or replaced regularly. Exterior of vacuum cleaner to be cleaned regularly to assure proper operation and air quality.
- b. All equipment should be properly maintained to ensure maximum efficiency.

14. Receiving

- a. Equipment and supply deliveries made to the middle school shall be unloaded, stored and distributed on a daily basis, as indicated by the Building Administrator.
- b. Equipment and supplies received which belong to another building, the custodian doing the receiving is required to call that building and arrange for pick-up.
- c. The receiving area must be kept neat and orderly at all times.

15. Building Security

- a. Day shift will open doors and disarm security system of the building each morning.
- b. All custodial storage, mechanical, electrical rooms and work closets are to be secured at all times.
- c. All interior lights should be extinguished in all but identified security areas.
- d. An exterior building perimeter check is required at the beginning and end of each shift and prior to disarming/arming of the security system to check for any damage, vandalism, appropriate lighting and unsecured interior/exterior doors and windows.

16. General Building Maintenance

- a. Change burnt out light bulbs, tubes, etc. on an as needed basis (light bulbs, tubes will be supplied by the district).
- b. Change and replace any damaged or dirty ceiling tiles on an as needed basis (ceiling tiles will be supplied by the district).

SPECIFICATION B

Weekly Cleaning During the School Year

1. Classrooms, Laboratories, Libraries, Auditoria
 - a. Thoroughly mop all smooth floor surfaces with a mild sanitizing solution.
 - b. Completely vacuum carpeted areas, moving all furniture and returning it to its previous placement.
 - c. Damp wipe all doors and doorframes.
 - d. Clean whiteboards along with erasers with proper cleaning materials.
 - e. Dust vertical furniture surfaces, wall vents and vertical wall trim.
 - f. Check all ceilings and windowsills for cobwebs.
 - g. Clean all doorknobs, push plates and kick plates.
 - h. Carefully clean and damp wipe all whiteboards trays.
 - i. Damp wipe all art room desks.

Every Four Weeks

In areas that have terrazzo or resilient tile floors that are coated with floor finish or floor wax, buff the floors. Dust mop the floor after buffing as needed. If there are sealed concrete floors coated with floor finish or floor wax, these should be buffed monthly.

2. Bathrooms
 - a. Damp wipe all vertical surfaces with a mild disinfectant.
 - b. De-lime urinals.
 - c. Clean doorknobs, push plates, kick plates and doorframes.
 - d. Check all ceilings for cobwebs.

Every Two Weeks

Machine scrub restroom floors with a mild sanitizing disinfectant.

3. Offices, Lounges and Conference Rooms
 - a. In areas that have ceramic, concrete, terrazzo or resilient tile floors; damp mop the entire area.
 - b. Completely vacuum carpeted areas.

- c. Damp wipe furniture surfaces. Dust wall vents and vertical wall trim.
- d. Clean all doorknobs, push plates, kick plates and doorframes.
- e. Check all ceilings for cobwebs.
- f. Spray buff all smooth floor surface traffic patterns every week. Spray buff entire flooring area monthly.
- g. Clean all telephones with a mild sanitizing disinfectant.

4. Entrances and Lobbies

- a. Clean all entranceway glass using a glass cleaner in a spray bottle daily.
- b. Completely damp mop ceramic, concrete, terrazzo and resilient tile floors.
- c. Dust vertical furniture surfaces, wall vents and vertical wall trim.
- d. Clean brass doorknobs, rails, push plates on doors, kick plates on doors and other pieces of brass trim.
- e. Check all ceilings for cobwebs.
- f. Shampoo all carpeted areas bi-monthly.

Twice Per Week

Using a floor machine, equipped with a buffing brush or pad, spray buff resilient tile and terrazzo floors. After buffing, dust mop the floor as necessary.

5. Cafeterias, Lunchrooms

- a. Damp wipe all vertical surfaces within 6 feet of ground level with a mild sanitizing disinfectant.
- b. Spray buff all resilient flooring surfaces that is coated with floor finish or wax.
- c. Clean all doorknobs, push plates and door frames.

6. Locker Rooms, Dressing Areas and Gyms

- a. Thoroughly vacuum all areas.
- b. Thoroughly damp wipe all vertical wall and locker surfaces within 6 feet of floor level with mild germicidal disinfectant.
- c. Remove cobwebs.
- d. Clean all doorknobs, push plates and kick plates.

7. Stairways

- a. Completely damp mop treads.
 - b. Wash handrails with detergent solution and cloth.
 - c. Wash stair risers monthly to remove soil, scuffs and shoe marks.
8. Minimal Service Areas, Mechanical Areas
- a. Remove all trash and debris daily.
 - b. Sweep all hard surface floor areas daily.
9. Outside Policy
- a. Thoroughly police all outside grounds, athletic areas and parking areas daily and pick-up and dispose of all debris and trash.
10. Hallways
- a. Clean all entranceways; internal and external.
 - b. Completely damp mop ceramic, concrete, terrazzo and resilient tile floors.
 - c. Dust vertical furniture surfaces, wall vents and vertical wall trim.
 - d. Clean brass doorknobs, rails, push plates on doors, kick plates on doors and other pieces of brass trim.
 - e. Check all ceilings for cobwebs.
 - f. Shampoo all carpeted areas bimonthly. Using a floor machine equipped with a buffing brush or pad, spray buff resilient tile and terrazzo floors. After buffing, dust mop the floor as necessary.
11. Kitchen
- a. Clean and degrease stove hood filters and clean stove hood on a weekly basis.
12. General Building Maintenance and Grounds Care
- a. Change burnt out light bulbs, tubes, etc. on an as needed basis (light bulbs, tubes will be supplied by the district).
 - b. Change and replace any damaged or dirty ceiling tiles on an as needed basis (ceiling tiles will be supplied by the district).
 - c. All courtyards to me maintained by the custodial staff including mowing, weed whacking and weed removal. All required equipment will be supplied and properly stored by the contractor.

The Montgomery Township Board of Education requires a twice-monthly walkthrough, one-day and one-evening, with the contractors Vice President of Operations or equal designation with our Director of Facilities.

In the event an area cannot be cleaned due to a conflict with school or outside activities, it shall be brought to the attention of a School Administrator as soon as possible, but no later than prior to the close of that shift, so an alternate cleaning schedule can be arranged.

SPECIFICATION C

Quarterly or Semi-Annual Project Cleaning

Quarterly or semi-annual projects are those cleaning chores that are not required on a nightly basis. However, they are required to maintain the facilities in top condition and are considered part of the general contract.

1. Floor Buffing and Polishing

First impression, common area and main walkway areas 6 times yearly.

All other areas two (2) times yearly.

Gym and stage floors once yearly.

2. Carpet Shampooing and Extracting

First impression, heavy traffic and main walkway eight (8) times yearly; for example, entrance ways, main office area etc. A minimum of two (2) air movers per room must be on for twenty-four hours to dry carpets. All other areas four (4) times yearly or as needed with unusually soiled areas. Carpets in D-Pod must be cleaned using a carpet extractor only.

3. Polish all furniture twice yearly.

4. Thoroughly wash all walls, locker interiors and exteriors, and inside of waste receptacles once yearly.

5. Wash venetian blinds twice yearly.

6. Vacuum upholstered furniture as needed; however, it should be shampooed more frequently if needed.

7. Damp wipe library bookshelves and cupboards as needed.

8. Wash all interior/exterior windows.

9. Diffusers

Clean and wash diffusers semi-annually.

10. Bathrooms and Locker Rooms

Thoroughly hose and disinfect all student gang bathrooms and locker rooms, semi-annually.

11. Unit Air Ventilators

Change filters in the unit air ventilators four (4) times a year. A record of all filter changes must be maintained as set forth by the district. The district will supply all filters, tools and training required to do the job. The custodial contractor will be responsible for all lost or stolen tools.

SPECIFICATION D

Annual Summer Cleaning

Summer cleaning projects are to be performed during the months of July and August of the contract year. The requested items are to be completed in a timely manner that ensures that all projects are completed and the building is to be in top condition prior to the arrival of the teaching staff during the last week of August during the contract period. All summer cleaning shall be considered part of the general contract and shall be included in the bid proposal.

Summer cleaning to include, but not limited to, the following:

1. Strip and refinish all hard floor surfaces as specified by the appropriate industry standards and/or per manufacturer standards and recommendations or applicable state regulations or laws. (Excluding hard concrete floors that shall be painted by school painting staff.)
2. Shampoo and extract all carpeted areas and throw carpets as per all manufactures specifications and industry standards. A minimum of two (2) air movers per room must be on for twenty-four hours to dry carpets. *Dry clean carpet if required by manufacturer.
3. Thoroughly clean and disinfect all student and teacher desks, chairs and other classroom furniture. This shall include removal of all gum, stickers and other materials. Polish all cleaned furniture as required.
4. Thoroughly clean and disinfect all lockerooms, shower rooms and restrooms.
5. Clean all windows interior and exterior.
6. Thoroughly dust all window shades and blinds.
7. Thoroughly clean all interior building lighting lenses making sure all bugs and other debris are removed and lens are clean and are maintained as such.
8. Thoroughly clean all skylight domes and lenses.
9. Thoroughly clean and disinfect all lockers. Reset all locker lock combinations as instructed by the principal's office.
10. Clean all diffusers and classroom unit vents removing all debris and other material from the unit. Change unit filters.
11. The Montgomery Township Schools receive the bulk of their equipment and supply orders during the summer months. Ample staffing shall be available to unload, store and distribute such materials. This shall be included as part of the regular custodial duties.
12. Perform all duties as outlined in specification A, B, C, D, E, F and H that apply to maintaining the safe, secure and sound environment required to properly operating the building.

SPECIFICATION E

Miscellaneous Responsibilities

It is understood that the Custodians (particularly on day shift) are there to support the school Principal and staff. As such, unscheduled needs will arise and need to be met by the custodial staff.

Normally recurring miscellaneous duties include:

Flag raising and lowering

Securing of facility

Morning checks of function integrity of the building hot water, heat, leaks, etc.

Furniture moving

Light bulb changing

Set-ups for meetings and graduations

Post class schedule activity cleanups

Assisting in receiving of supplies

Graffiti removal -- interior

Cleaning of kitchen hood filters

Checking fire extinguishers and initial monthly

Assisting emergency personnel

Reporting safety hazards

Scheduling work around evening activities, if applicable

Snow removal from walkways and doorways in cooperation with district grounds personnel to ensure clear, safe egress. (The district will provide the equipment and supplies for snow and ice removal.)

Keep all custodial closets and storage areas clean and free of clutter.

Electrical and mechanical room is to be kept clear and accessible at all times as per all codes and regulations.

Black Seal Boiler Operator duties are to be performed by licensed personnel only. The Black Seal Boiler Operator shall keep a boiler operations log on site in the boiler room at all times. All Boiler operations checks, maintenance, and repairs are to be logged in by either in-district personnel or out-of-district maintenance contractor. At the end of each month a copy must be sent to the Director of

Facilities. The vendor custodial supervisor **must** maintain with their records the log sheet's (history) of the boilers.

Monthly Building Safety Inspections - "Evaluation of School Buildings" to be completed using the Indicator 7.6 Form.

The contractor will maintain all courtyard grass cutting, weed whacking and perform all weeding within 10 feet of the building perimeter. The contractor will also weed other areas such as the outside classroom upon request.

The contractor will perform all interior painting with district supplied paint and required equipment.

The contractor will perform all custodial duties assigned by the Director of Facilities as deemed required for the safety and well-being of Lower Montgomery Middle School.

Other duties as specified by the Principal.

SPECIFICATION F

Extra Services

The Montgomery Township Board of Education may require additional services, as yet not specified; i.e., special events, building rentals, unanticipated clean ups, emergencies, snow removal other than from walkways and doorways as listed in Specification D, etc.

Custodial Services contractor will supply personnel needed at an extra service rate as indicated on the proposal sheet.

SPECIFICATION G

Supervision

Supervisor will coordinate with the principal all school functions and concerns for safe, clean and efficient operation of facilities. Supervision will be provided for all shifts.

Specification H

MONTGOMERY TOWNSHIP BOARD OF EDUCATION CUSTODIAL DAILY CLEANING PROCEDURES MANUAL

Including Additional Covid-19 Daily Disinfecting Responsibilities



Wayne Robinson, Assistant Director of Facilities

Tom Wain, Director of Safety & Security

MONTGOMERY TOWNSHIP SCHOOL DISTRICT

Montgomery Township Schools Daily & Covid-19 Cleaning Disinfection Program

Goals to Clean & Disinfect the Schools

Introduction: This is a **Custodial Guide for Daily Cleaning**, now, expanded with inclusion of CDC Recommended Procedures ([CDC/EPA guidance for cleaning and disinfecting](#)) to be performed during the Covid-19 Pandemic reducing possible surface contamination thereby decreasing the infectious potential from commonly used surfaces. **The first part** is a reminder of the 7-Step Daily Cleaning and 10-Step Restroom Cleaning Procedures along with basic custodial reminders. **The second section** is an understanding of the 3-Levels of Infectious Control – 1. No Infectious Outbreak; 2. Infectious Outbreak in the Community; 3. Infectious Outbreak in the School. **The third part** is the Covid-19 additional (CDC recommended) Infectious Control Disinfection steps as “the Road-Back” **Checklists; Daily Disinfection Responsibilities and After School Disinfection Final Step as well as Weekly Check List.**

Goal: To Maintain a high-level of Cleanliness in Classrooms, Offices and Restrooms through a reduction of visibly embedded soil, using cleaners which leave the surfaces chemically residue-free, preventing surface biofilms from forming which greatly reduce an occurrence of potentially infectious bacterial-viral growth on contact surfaces. Develop a robust cleaning procedure manual to establish schedules for increased cleaning and disinfection; targeted areas to be cleaned, including frequently touched surfaces, objects and frequent sanitization of bathrooms, classrooms, offices, and all touch point surfaces throughout the buildings.

Benefit: Proper daily cleaning will decrease infectious potential of health concerns, such as Norovirus, H1N1 or the more Multidrug-Resistant bacterial germination (MRSA), as well as evolving worldwide virus' such as COVID-19.

Accomplished through a daily cleaning program using Hydrogen Peroxide cleaners such as Envirox H2Orange2 (daily cleaner/sanitizer), Broad Spectrum Disinfectants such as BruTabs and cross contamination preventing microfiber tools, following the universal cleaning procedures listed in the 7-Step Daily Cleaning Procedure and 10-Step Restroom Cleaning Procedure.

Additionally, during the Covid-19 Pandemic (or any other future infectious contagion event) as recommended by the CDC we are introducing a 2nd step; application of disinfectant on all contact surfaces. After completion of the 7-Step Cleaning Procedure the Brutab disinfectant is applied using an Electrostatic Sprayer at 40 or 80 Micron setting spraying the disinfectant over all contact areas and allowing them to air dry for a total disinfection kill.

NOTES on CUSTODIAL CLEANING GUIDELINES & PROCEDURES

The Custodial Staff is responsible for the cleanliness of the buildings.

The Cleanliness of the Facilities, as well as the Quality of the Work being performed by the Custodial Staff is judged every day by all who enter the buildings based on the appearance of three locations; **Entrances, Floors and Rest Rooms.**

Each of these areas is literally the signature of the custodial staff signing their work, every day.

CUSTODIAL GUIDELINES

The custodial staff is directed by many "cleaning do's and do not rules" which act as simple reminders to help set the standard for cleaning excellence in the schools.

1. **Just because a little bit of cleaner does a job well, it does not mean more will do it faster and better.** The manufacturers of chemical solutions create dilution charts for proper usage. Violating those dilution recommendations will result in chemical residue remaining on the surfaces thereby attracting and binding additional soil which create a harbor for bacteria to thrive and generate, known as Biofilm (microscopic flora 'gardens'). Always measure chemical exactly as the manufacturer intended. Where dispensers are being used always use the dispenser button to mix chemicals properly. Avoid puncturing holes in chemical dilution system bottles to pour directly into a bucket or pail.
2. **Never mix two different chemicals together.** Such mixtures may create noxious gases causing physical distress and shortness of breath to workers and students even to the point of triggering a health hazard requiring evacuation of the facility.
3. **The fastest way of doing a job is not necessarily the best way.** So, you can mop floors and restrooms faster than everyone else! Are you actually cleaning the floors? The responsibility of the custodial staff is to CLEAN the floors by removing soil (visible soil & microbial soil) every day..... Just because the floor is wet does not mean the floor is clean!
4. **Be responsible for the areas you are cleaning.** Since you are cleaning the same area every day be sure you are the first one to identify an issue which needs additional attention (Urine smell in the restrooms, sticky floors, carpet stains, graffiti, etc.) ...do not wait to have it pointed out to you or for someone else to do it.
5. **Be exemplary.** Do the job better than anyone else could. Take pride in your ability to go that extra step to make your area look great. You may not always get the recognition you deserve however; you will not be cheating the school district which depends on you to do your job to the best of your ability.... **It is the results that count. Take the High Road. Set the Standard!**
6. **Change your Mopping Solution frequently.** If you are still using a mop bucket to clean hallways or cafeteria areas, you must change your bucket solution as soon as the solution becomes soiled. In other words, use an automatic scrubber (where it is available) which always puts down clean solution, scrubs it and vacuums it up. **Remember, the job is to remove the soil not make the floors wet!** If you must wet mop large areas with a mop and bucket either use a double bucket system to remove soil from the wet mop (which will keep the solution bucket less soil-contaminated for a longer period) or use the Microfiber Bucketless Applicator Mopping Tool. If the double bucket is not available, then change the mopping solution as soon as you cannot see the bottom of the bucket. **It is impossible to clean a floor with dirty water!**

7. **Safety.** As a Custodial employee for the Montgomery Twp. SD, you are expected to **follow all safety guidelines.** As you perform your work assignments keep safety in mind. If you are wet mopping a floor, restroom, hallway, classroom etc. or you are cleaning a spill or leak you must **Post a Wet Floor Sign.** **Report any unsafe conditions you find** such as slippery floors, hanging wires, flickering lights, etc.
8. **Replace electrical cords if the wire is exposed** or frayed and remove the equipment from service. Do not use electrical equipment with taped or exposed wires. It is illegal to tape a cord to cover an exposed wire. If the ground of a plug is missing it must be replaced. Disconnect all electrical cords by grasping the plug and carefully disengaging; never yank by the cord
9. **Preventing Slip/Falls.** Wear safety shoes or stripping shoes when Wet Stripping Floors. If moisture is being tracking in from outside place **Wet Floor Signs** at the entrances past the walk off mat.
10. **Safety Equipment. Disposable Gloves** must be used when cleaning and working with chemicals. **Safety goggles** need to be provided when working with chemicals. Make sure all **Eye Washing Stations** are functional. When working outside, especially in winter heavy – warmer **Cotton or Work Gloves** need to be used.
11. **Entrance Matting.** Up to 80% of the dirt, dust, grit in the building is tracked in from the outside on people's feet all of which will damage the floors. Entrance matting (properly sized) will capture up to 90% of the contaminants that enter the building. In wet weather, dangerous falls can be avoided because of how much moisture will be captured by the matting. This will also prevent the tracking of mud onto clean floors. All main entrances must have properly sized walk off matting. They must be vacuumed every day.
12. **Keep Custodial Closet and Custodial Carts Clean and Orderly** Good housekeeping is an aid to safety. All employees shall keep tools, equipment and work areas, clean and orderly.
13. **Remember, we are all working together, we are a team.** It is our responsibility to students, staff, parents and visitors that walk into the buildings to keep the schools clean and sanitary. Be the exceptional employee. Do the job to the best of your ability! Lastly, if another staff member asks for help (because of a school event or any other issue) please make every effort to lend a hand. This is not an easy profession, "Extra" Jobs will always arise and it is especially disappointing when your area is trashed. **Be there to help your team members and they will be there for you when you need help.**

7-STEP DAILY CLEANING PROCEDURE

- 1. **EMPTY WASTEBASKETS; REMOVE TRASH/RECYCLING**
 - Bring fully Stocked Custodial Cart to door of room being cleaned.
 - Remove trash from wastebasket / Remove Recycling – keep separate.
 - Clean inside & outside of wastebaskets w/microfiber cloth/lite dilution **H2ORANGE2**.
 - Replace with clean plastic bag where necessary.

- 2. **HIGH DUST (use Microfiber High Duster or Cloths)**
 - Using extended duster, dust vents, light fixtures, ceilings, upper corners and all items that you cannot reach by hand.

- 3. **SPOT CLEAN AND STRAIGHTEN OUT ROOM**
 - Spot clean with glass cleaner and Microfiber Cloth, interior glass and mirrors.
 - Clean chalkboards, erasers and tray. Follow your school procedures.
 - Clean desks. Establish a weekly routine so all desks are sanitized clean w/microfiber cloth and Sanitizer-Disinfectant. Spray cloth first.
 - Wipe w/ Sanitizer-Disinfectant and Microfiber Cloth all contact areas.
 - Spot clean walls or any soiled area. Remove graffiti with nontoxic chemical or Magic Sponge.

- 4. **BATHROOM CLEANING/REPLENISH SUPPLIES** (see Rest Room Sheet for Cleaning detail)
 - Check toilet paper, paper towels, hand soap, etc. Refill if necessary.
 - Sanitize all contact surfaces with Sanitizer-Disinfectant and microfiber.
 - Clean mirrors/glass with Lite dilution **H2ORANGE2** bottle and microfiber.
 - Flush toilet. Clean inside w/Sanitizer-Disinfectant & bowl mop. For difficult stains use pumice stick.
 - Clean toilet seat, outside and behind toilet with Sanitizer-Disinfectant.
 - Damp wipe shower walls, tub and sink with Sanitizer-Disinfectant.

- 5. **DUST MOPPING or DAMP MOPPING/VACUUMING**
 - Move chairs as you dust mop. Straighten up rows, push in chairs when finished.
 - Dust mop w/microfiber 18” Dust Mop.
 - With dust pan and counter duster pick up dirt swept to entrance.
 - For Carpet use HEPA Vac. Vacuum under fixtures and along walls.
 - Spot clean stains Heavy Duty **H2ORANGE2** and blot up with cloth.

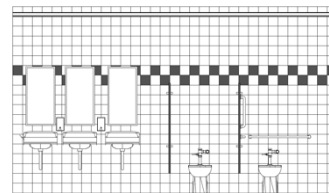
- 6. **WET MOPPING w/Lite Dilution of H2ORANGE2 SOLUTION & BUCKETLESS TOOL**
 - Place “Wet Floor” sign at door entrance.
 - Start at door move along wall to far side of room. Damp mop entire floor w/lite dilution **H2ORANGE2**.

- 7. **INSPECTION**
 - Check that all steps are performed and nothing is left behind.
 - Make sure all windows are closed & locked. Shut lights off and lock door.
 - Inform supervisor, with written note, of any broken lights, plumbing problems,
 - Strange motor noises or other malfunctions.

NOTE: GLOVES AND EYE PROTECTION MUST BE USED WHEN WORKING WITH CHEMICALS

- Keep custodial closet and custodial carts clean and orderly.
- Do not mix different chemicals together
- Check hand sanitizer stations and refill when necessary

RESTROOM CLEANING PROCEDURES



1. **KNOCK ON DOOR, ANNOUNCE “CUSTODIAN.”**

- If restroom is occupied, wait until it is empty.
- Then post a “Wet Floor” / “Closed for Cleaning” sign.

2. **FLUSH TOILETS AND URINALS**

- When water stops running, push standing water into trap and apply Sanitizer-Disinfectant into bowl and urinal. If necessary, use **Jonacide Ceramic Resurfacer** or Pumice Stick to remove stubborn stains.
- Let stand & perform other tasks.

3. **FOLLOWING SANITIZER-DISINFECTANT RESTROOM CLEANING CHART**

- With Sprayer apply Sanitizer-Disinfectant throughout entire restroom. Spray low to high, around commodes, urinals, sinks & partitions. Allow cleaner to remain on surface before scrubbing.
- Use microfiber cloth.

4. **EMPTY TRASH WASTEBASKET & REPLENISH SUPPLIES**

- Clean inside and outside of trash wastebasket with lite dilution **H₂Orange₂** solution.
- Replace with clean plastic bag.
- Check toilet paper, paper towels, hand soap, sanitary supplies, etc. Refill when necessary.

5. **HIGH DUST**

- Using high duster, remove dust from wall vents, light fixtures, ceilings, upper corners and all fixtures you cannot reach by hand.

6. **CLEAN MIRRORS, LIGHT FIXTURES AND WINDOWS.**

- APPLY lite dilution **H₂Orange₂** to MIRRORS and OTHER LOCATIONS
- Use clean microfiber cloths and be sure to wipe dry around sills.

7. **CLEAN SINKS, SHELVES, WALLS, PARTITIONS, ALL CONTACT AREAS, OUTSIDE OF TOILET AND UNDERNEATH ALL FIXTURES.**

- Re-spray the area with Sanitizer-Disinfectant if solution has dried.
- Clean the interior surfaces of all wash basins. Scrub counters, faucets, pipes under sinks and behind commodes using microfiber cloths.
- Wipe chrome and metal surfaces dry.
- Report any plumbing malfunction or drain problem to supervisor.
- Spot clean walls. Wipe off shelves, dispensers, doors and partitions.
- Wipe clean toilet seat first with microfiber cloth & Sanitizer-Disinfectant solution before cleaning outside area of commode.

8. **CLEAN INSIDE TOILETS AND URINALS.**

- Clean inside toilet bowls and urinals with bowl mop (remove Urinal Screen to clean underneath and inside trap) then flush. Use Sanitizer-Disinfectant, **Jonacide Ceramic Resurfacer** or **Organic Bowl Cleaner** or **Green Seal Kick Plus**.
- For difficult bowl rings or stains use Pumice Stick where necessary.
- If urine odors are a constant problem, spray Enzymatic-Bacteria onto floors around urinals and commodes to eliminate embedded urine crystal.

9. **SWEEP FLOOR TO REMOVE ANY DIRT OR PAPER.**

- Use lobby pan and broom to pick up debris.

10. **APPLY LITE DILUTION H₂ORANGE₂ CLEANER ONTO ENTIRE FLOOR.**

- Remove waste receptacles and other equipment.
- Spray lite dilution **H₂Orange₂** solution onto floor & scrub with deck brush to break up heavy soils around urinals, commodes and sink areas. For reoccurring urine residue or odor spray **Liquid Alive Bacteria** on floors around urinals and commodes as well as on back walls and partitions.
- With mop bucket, Restroom Mop and Clean Water mop up dirty solution from floor.
 - Mop from far corner of restroom working to entrance door.
 - Avoid slapping mop against walls and partitions.
- If there is a floor drain pour a little mopped solution into the drain to keep moist.

11. **RETURN RESTROOM BACK TO SERVICE.** Page 46 of 103

- Allow floor 10 minutes to dry. Then replace receptacles and remove wet floor sign.

CUSTODIAL CLEANING/DISINFECTION LEVELS PROGRAM

How to Clean for Infectious Events that may occur in the School District

IDENTIFICATION AND DESCRIPTION

LEVEL 1 or Color-Coded **GREEN**

“NO THREAT

Regular Daily Routine Cleaning – NO HEALTHCARE CONCERNS

- There are no infection control issues throughout the school district
- No excessive absentees
- There are no biological problems in the physical part of the building as a result of flooding such as mold or toxic smells from a chemical spill or soot/ash from a fire.

Continue with regular routine cleaning, nothing out of the ordinary, following the cleaning steps in the *Basic 7-Step Daily Cleaning Program for Rest Room Cleaning and General Area/Classroom Cleaning*.

The program key is to maintain good cleaning practices using Daily Cleaning routines following basic procedural steps. Using clean tools and mops (especially microfiber) will greatly reduce the potential spread of infectious bacteria by custodial workers.

Such as, when cleaning restrooms either:

- A). Empty mop bucket solution water after cleaning each restroom floor.
- B). Better yet use a pump-up sprayer to apply chemical and a mop bucket with clean water to remove soiled solution.
- C). The Best Method is to use a **Bucket-less Mopping tool with microfiber flat pocket mop** for each rest room or locker room floor changing to a clean mop or thoroughly rinsing the mop for each floor being cleaned.

Use a different tool to clean sinks and table tops in restrooms and a separate tool to clean toilets and urinals to prevent cross contamination of bacteria. Change cleaning cloths from location to location again to avoid spreading germs from one location to another. **Microfiber cloths** work best.

Maintaining glossy, clean and slip resistant floors as well as odor-free and soil-free restrooms and locker rooms are the **simple goals for normal cleaning in Level 1**.

- Follow *Basic 7-Step Cleaning Procedures* using **Hydrogen Peroxide Cleaner** (Non-toxic All-in-One Cleaner/Sanitizer)
- Floors should be scrubbed with **Auto-Scrubber**, using lite dilution of Hydrogen Peroxide or Regular Neutral Floor Cleaners
- Clean with Sanitizer-Disinfectant for *Contact Areas* or *BruTabs* for restroom contact areas (sinks, toilets, anything someone would touch).

Level 1 program should have sufficient time to maintain hallway floors through high speed burnishing or Diamond Honing of terrazzo floors. There are no extraordinary cleaning procedures added to the program unless there is a health care threat which would move the present program to Level 2 Cleaning.

LEVEL 2 or Color-Coded **YELLOW**

“THREAT FROM THE COMMUNITY WITH POTENTIAL OF COMING INTO THE FACILITY”

(MRSA on one of the students or athletes, meningitis in the community, Norovirus Outbreak or H1N1 flu like explosion in town or know cases of Enterovirus D68)

The cleaning program must respond/adjust to the Health Care Issue. There is a communal threat to the health of the occupants.

We need more aggressive procedures to combat the potential spread of an invisible adversary (bacteria or virus spread from human to human or through commonly touched contact points).

- Change from the basic Hydrogen Peroxide Cleaner used in routine cleaning to a hospital-grade broad spectrum killing disinfectant for cleaning contact areas. Products that have more chemical action such as **BruTabs** disinfectant with broad spectrum efficacy.
- Hard floor cleaning procedures need to change from scrubbing once a week to daily cleaning of all hallway floors using an **Automatic Scrubber** lite dilution of Hydrogen Peroxide are recommended.
- Mopping solutions need frequent changes (cross contamination of bacteria though bad routine cleaning methods by custodial staff can be the ultimate way to spread bacteria throughout the facility). The program must now adapt to the pump-up spray application and water mopping solution pick up or the **Bucket-Less Applicator Tools** recommended in Level 1. Keep in mind the ability of the disinfectant to remain efficacious is diminished greatly every time you put the soiled mop back into the bucket. *Disinfectant solutions lose their killing efficacy, as they are loaded with bacteria and soil picked up from the floor. Even solution that appears clean can be overloaded with bacteria and since bacteria are microscopic, it may be assumed that the solution still has killing power. It does not!* This issue is addressed though use of **Automatic Floor Scrubbers** or self-contained **Bucket-Less Flat Microfiber Mopping System Tools**. Both focus on the use of clean, fresh solution being applied to the floor, without the danger of used solution with diminished efficacy being re-introduced to the clean solution or the floor.
- Carpets need to be more aggressively cleaned – daily. Vacuuming is critical with **HEPA type filtration vacuums**. Carpets need to be cleaned as if they are hard floors. The embedded soils needed to be removed with Low-Moisture Cleaning equipment such as ‘**Nobles Strive**’ or ‘**Mini-Strive**’. Carpets cannot remain moist for more than 30 minutes otherwise a de-humidifier needs to be used.
 - Use Only **Lite dilution of Hydrogen Peroxide** in the Solution tanks in any of the extractors (1:128 dilution). For very soiled carpets use aggressive dilution of Hydrogen Peroxide Cleaner (1:10 dilution) and pre-spray the carpets before doing any deep extraction. Using a de-humidifier or **Odorox (UV) Hydroxyl Generators** will prevent wet carpets from becoming bacterial/viral harbors.
- Tools and equipment need to be upgraded (if the program has not yet implemented such tools for routine cleaning) to **MICROFIBER**. The use of cloths, flat mops or string/strand microfiber mops must now be used because of their ability to hold and not introduce back to the surfaces being cleaned any bacterial/viral or removed infectious soils. Allow for frequent mop changes on a room to room basis. No matter what tools you use the most important point is that all the tools and equipment need to be disinfected (laundered) on a daily basis. They cannot be hung up and left in the closet for the next day.
- “Supply carts, storage areas and the housekeeping offices need to be completely cleaned and disinfected, since they are at the hub of activities that reach into all areas of a facility.” They can foster and generate potential infectious tools (mops etc.) and cross contaminate the entire building.
- Desk tops need to be cleaned daily using **microfiber cloths** and disinfectant dilution of **BruTabs**
- **Odorox (UV) Hydroxyl Generators** running 24/7 should be set up in the nurses’ room and other areas of concern to eliminate the chance of infection spreading exponentially.
- Nurses Office and Training Room must have **Odorox Hydroxyl (UV) Generators** running 24/7. Rooms where infected students or personnel were traced should have **Odorox (UV) Hydroxyl Generators** running for at least 4 days.

LEVEL 3 or Color-Coded **RED**

“THREAT IN THE FACILITY” (Unusual and noticeable increase in absentees)

There is a sited Board of Health bacteria/viral outbreak in the school district.

When there is an outbreak in the school(s) additional steps need to be added on to the LEVEL 2 Daily Cleaning Program.

- Use the strongest, most efficacious disinfectant possible. You can double the dosage of **BruTabs Broad Spectrum Disinfectant** or even begin usage of a tuberculocidal rated disinfectant.
- When dealing with blood borne pathogens we need to make sure we are following the OSHA Reg. 29, CFR 1910.1030 standard. This includes the use of a tuberculocidal disinfectant or **BruTab Dilution**, proper absorbents, scooping tools, personal protection equipment (such as disposable gloves, mask and goggles), and a red biohazard bag with a permanent closure.
- It is also critical (if it hasn't already been added to the schools) to begin posting **Instant Hand Sanitizer** (Benzonthonium Chloride or 62% alcohol) dispensers throughout the facility
- Every surface must be cleaned first (use Hydrogen Peroxide Heavy Dilution), then disinfected with **BruTabs Spray solution and Allowed to Air Dry**. Yes, do it twice!
- All Desk tops must be cleaned and disinfected. Same as above using microfiber cloths.
- All floors need to be cleaned with the **Auto Scrubbing** equipment and a lite dilution of **hydrogen peroxide** or an Auto Scrubber with Ec-H₂O infused Nano-water or disinfected daily with **BruTabs**.
- All carpets need to be cleaned. It is now necessary to spray on a Heavy dilution of Hydrogen Peroxide. Again, the key with carpets is to use low moisture Carpet Extraction equipment. Do not saturate the carpets to clean them. It is critical to avoid over wetting which could allow for additional bacterial growth along with mold.
- An **Odorox (UV) Hydroxyl Generator** must be set up in the nurse's office to kill contagious virus and prevent any infectious students from potentially cross contaminating others entering the room. **Odorox (UV) Hydroxyl Generators** may also have to be set up in the locker rooms or any other rooms/area with large gatherings. Note: All Odorox Generators must run 24/7
- For Infected Rooms, Locker Rooms, Wrestling Rooms or Nurses Room, All such locations must be cleaned with a Hydrogen Peroxide Cleaner then **Disinfected Nightly using an Electrostatic Sprayer w/ Brutabs and allowed to air dry**.

AFTER SCHOOL COVID-19 LEVEL 2 & 3 COVID-19

CLEANING - DISINFECTING PROGRAM

Daily Cleaner: Envirox H2Orange2 Hydrogen Peroxide Concentrate 117 EPA# 69268

GermiSept 75% Alcohol Wipes to use on Computer Screens

Disinfectants on CDC N-List: BruTabs (Klorsept) EPA # 71847-6

Critical Care EPA # 72977-3-69268

Performex EPA # 6836-364-106

BioShield 75 EPA # 53053-7

CleanCide Disinfectant Wipes EPA # 34810-36



Area-Location-Item	Normal Cleaning	Covid-19 Cleaning
Classroom desks and chairs	Envirox H2Orange2 Concentrate 117 Or Germisept 75% Alcohol Wipes	Two-Step CDC Cleaning Process: Step 1. Clean with Envirox Hydrogen Peroxide H2Orange2 Concentrate 117 Red Using Green Microfiber Cloth Step 2. When Dry, spray all Desks, Chairs and Contact Surfaces w/ Brutabs to Disinfect. Allow to air dry.
Computer keyboards and mouse. Computer Screen	Microfiber Cloth Sprayed with Hydrogen Peroxide H2Orange2 Concentrate 117 Or Germisept 75% Alcohol Wipes Use Alcohol (wipes or microfiber) for screens	Two-Step CDC Cleaning Process: Step 1. Clean with Envirox Hydrogen Peroxide H2Orange2 Concentrate 117 Red Using Green Microfiber Cloth Step 2. Use CleanCide Disinfectant Wipes to Disinfect keyboards and mouse. Use Alcohol on microfiber or Germisept Alcohol Wipes to clean screens
Shared desktops	Microfiber Cloth Sprayed with Hydrogen Peroxide H2Orange2 Concentrate 117 Or Germisept 75% Alcohol Wipes	Two-Step CDC Cleaning Process: Clean with Envirox Hydrogen Peroxide H2Orange2 Concentrate 117 Red Using Green Microfiber Cloth When Dry, spray all Desks, Chairs and Contact Surfaces w/ Brutabs to Disinfect. Allow to air dry.
Weight Room/Locker-room	Microfiber Cloth Sprayed with Hydrogen Peroxide H2Orange2 Concentrate 117 Then spray Brutab and air dry	Two-Step CDC Cleaning Process: Step 1. Clean with Envirox Hydrogen Peroxide H2Orange2 Concentrate 117 Red Using Green Microfiber Cloth Step 2. When Dry, spray all Equipment, Benches, etc. and

		Contact Surfaces w/ Brutabs to Disinfect. Allow to air dry.
Light switches/Shared Telephones	Microfiber Cloth Sprayed with Hydrogen Peroxide H2Orange2 Concentrate 117	Two-Step CDC Cleaning Process: Step 1. Clean with Envirox H2Orange2 Step 2. Disinfect w/wipes - Brutab on MF
Lunchroom tables and chairs	Envirox H2Orange2 Concentrate 117 Or Germisept 75% Alcohol Wipes	Two-Step CDC Cleaning Process: Step 1. Clean with Envirox Hydrogen Peroxide H2Orange2 Concentrate 117 Red Using Green Microfiber Cloth Step 2. When Dry, spray w/ Brutabs to Disinfect. Allow to air dry.
Door handles and push plates	Microfiber Cloth Sprayed with Hydrogen Peroxide H2Orange2 Concentrate 117	Two-Step CDC Cleaning Process: Step 1. Microfiber w/ Envirox H2Orange2 Step 2. Disinfect w/ wipes or Brutab on Microfiber
Handrails	Microfiber Cloth Sprayed with Hydrogen Peroxide H2Orange2 Concentrate 117	Two-Step CDC Cleaning Process: Step 1. Microfiber w/ Envirox H2Orange2 Step 2. Disinfect w/ wipes or Brutab on Microfiber
Bathrooms	Envirox H2Orange2 as color chart (Red/Green) Use all colors Microfiber	Two-Step CDC Cleaning Process: Step 1. Clean with Envirox Hydrogen Peroxide H2Orange2 Concentrate 117 Red Using Green Microfiber Cloth Step 2. When Dry, spray w/ Brutabs to Disinfect. Allow to air dry.
Kitchen	Envirox H2Orange2 as color chart (Red/Green) Use all colors Microfiber	Two-Step CDC Cleaning Process: Step 1. Clean with Envirox Hydrogen Peroxide H2Orange2 Concentrate 117 Red Using Green Microfiber Cloth Step 2. When Dry, spray w/ Brutabs to Disinfect. Allow to air dry.
Drinking Fountains/Vending Machines Buttons	Clean w/Green solution H2Orange2. Use Mineral Shock for Scale Removal Disinfect with Brutabs	Two-Step CDC Cleaning Process Or Tape off as NO USE During Covid-19 pandemic

Covid-19 Day-Time (During School Hours) Disinfection Schedule & Check List Based on CDC Recommended Road-Back for Schools

Daily Cleaner: Envirox H2Orange2 Hydrogen Peroxide Concentrate 117/112 EPA# 69268

GermiSept 75% Alcohol Wipes to use on Computer Screens by students or staff.

Daily Disinfecting Products on CDC N-List: BruTabs (Klorsept) EPA # 71847-6



Critical Care EPA # 72977-3-69268

Performex EPA # 6836-364-106

CleanCide Disinf Wipes EPA # 34810-36

Area-Location-Item	Frequency
Classroom desks and chairs	All Classrooms chairs/tables and contact areas will be wiped down and disinfected regularly per the individual building cohort/seating assignments.
Hand Sanitizer Dispenser	Installed in all the locations specified by the CDC road-back manual with 60+% Alcohol Hand Sanitizer.
Computer keyboards, mice and touch screens	Disinfectant wipes are to be used by custodial staff to disinfect keyboards and computer mice. Students and teachers can use disinfectant wipes (No PPE Required) to clean/disinfects touch screens and IPADs as well.
Shared desktops	All shared desktops and chairs are to be Electrostatically Sprayed with Brutabs at 40 or 80 micron setting and allowed to air dry. Students and teachers can use Germisept wipes (No PPE Required) to clean/sanitize anytime.
Weight Room	Custodial staff to use electrostatic sprayer set on 40 micron setting and spray all equipment, benches, etc and contact surfaces w/ Brutabs to disinfect. Allow to air dry. If used, wipes will be provided to wipe equipment after use.
Light switches, touch plates on doors, hand rails, all contact areas including vending machine buttons.	Disinfectant Wipes or spray with microfiber cloths are to be used by custodial staff to disinfect contact areas, touch plates, light switches, etc. Students and teachers can use disinfectant wipes (No PPE Required).
Shared lab equipment or any other shared equipment/phones, etc.	Disinfectant Wipes or Germsept 75% Alcohol Wipes may be provided for teachers or students to wipe down as desired .
Lunchroom Tables & Chairs	All cafeteria chairs/tables and contact areas to be sprayed with a Victory electrostatic sprayer and Brutab

	Disinfectant at 80micron setting. This can be wiped with microfiber cloth and allowed to air dry as necessary. The cafeteria tables may also be sprayed at 40 microns and allowed to air dry before the next group.
All Rest Rooms that remain in use	Cleaned and disinfected regularly by the custodial staff following the regular 10 Step Restroom Cleaning Program-Procedures. All contact areas in the rest rooms must be electrostatically sprayed with Brutabs and allowed to air dry.
Drinking Fountains	All drinking fountains will be turned off with water filling stations remaining operable. Water filling areas will be cleaned and disinfected at the end of each day with an Electrostatic Sprayer and Brutabs.
Locker Rooms – If Open	After each change of students from locker room, all benches outside of lockers, restrooms, contact areas, will be sprayed with Brutab Disinfectant at 40micron setting and allowed to air dry.
Note: Custodians will check the box each time they spray the location with frequency greater than 1	

School: _____ **Signature:** _____

MTSD Night Custodian Daily Check List

Please make sure to follow the 7- Steps cleaning procedures for a thorough cleaning of the building and the added **Extra Layer** of Disinfectant after normal cleaning, using the CDC approved product below.
Use the Electrostatic Sprayer or a Spray Bottle to apply the disinfectant.



Bru Tabs EPA# 71847-6

Start Date: End Date:	M	T	W	TH	F
LOCATIONS	Y/N	Y/N	Y/N	Y/N	Y/N
Are Classrooms Clean: Desks, Tables, Chairs, Doorknobs, Light Switch, Closet handle/knobs clean and disinfected					
Are Classrooms hand sanitizers Dispenser & Wipe cans check and replenish accordingly and disinfect					
Are Student Bathrooms cleaned and disinfected Hand Soap, Paper Towel & Toilet Tissues checked & replenished and thoroughly disinfected.					
Are Locker rooms clean, dusted, and disinfected					
Are teachers bathrooms clean, hand soap, paper towel and toilet tissue checked and replenish accordingly and thoroughly disinfected					
Are hallways lockers cleaned and disinfected					

Is the weight room clean, equipment wipe down and disinfected thoroughly					
Are plexiglass barriers/dividers wiped down & disinfected					
Are lunchroom tables, desks & chairs cleaned and disinfected					
Are Nurse Office beds, chairs, desk cleaned thoroughly and disinfected					
Are door handles and push plates and handrails cleaned and disinfected					
Can you certify that the Kitchen has been cleaned and disinfected?					
Are Drinking Fountains cleaned and disinfected					
I have checked all the classrooms, bathrooms and all other location mentioned above and accurately recorded my findings for this week.					
❖ Please sign and email to wrobinson@mtsd.us at the end of each week.					

Did You Follow Instruction Above? Name: _____ Signature: _____
Date: _____

Consumables Provided by Contractor

Paper Products/Trash Can Liners

Rolled Paper Towels

Rolled Toilet Paper

Boxes of Tissues (upon request/as needed)

Trash Can Liners – 23” x 17” x 46”

Black Heavy Duty Plastic Liners
No gathered or pleated bottoms.

Trash Can Liners – 23” x 10” x 39”

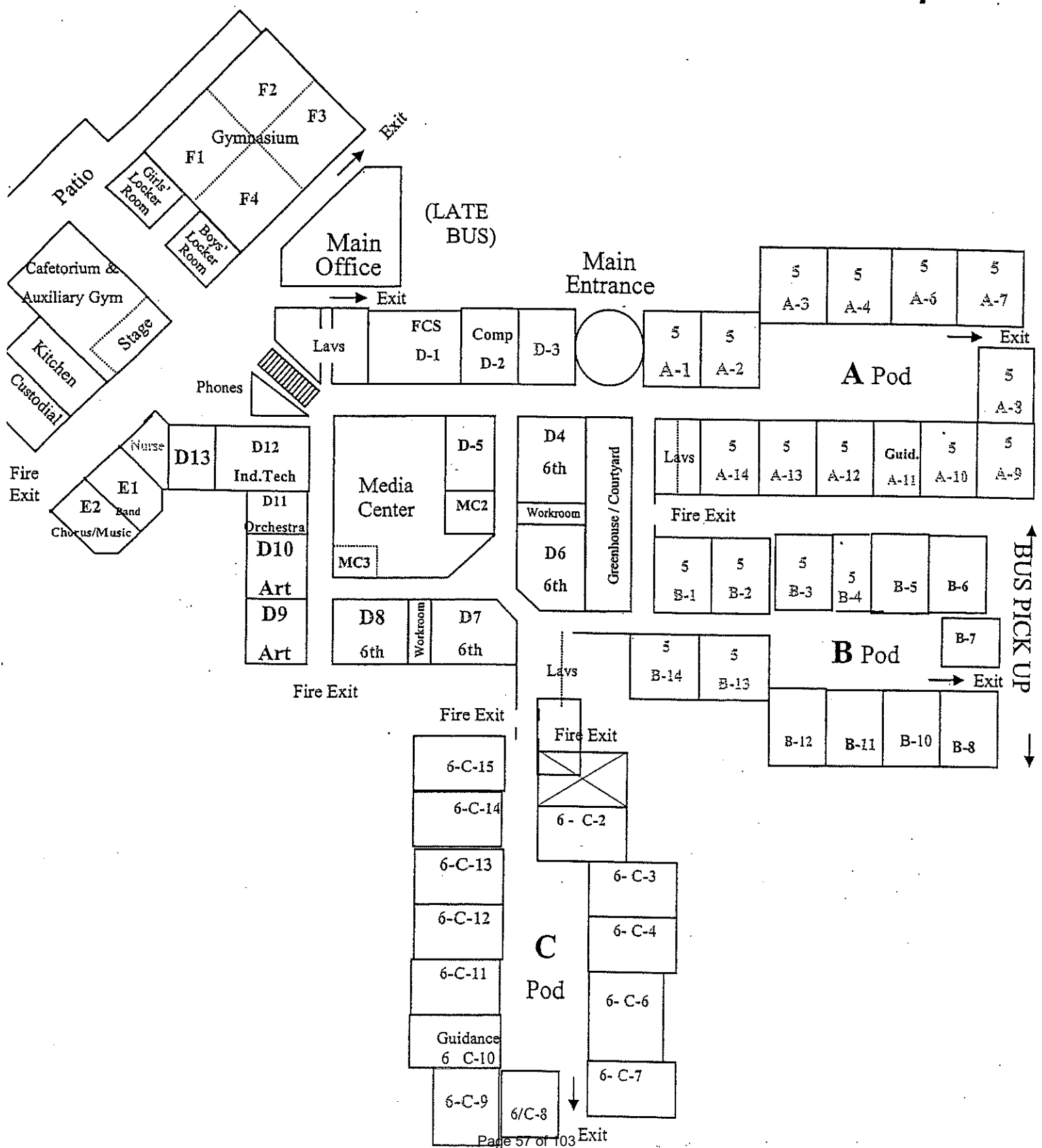
Black Heavy Duty Plastic Liners (3 ml)
Flat bottom seam approximately 8” long,
No gathered or pleated bottoms.

Custodial contractor will supply all cleaning supplies and chemicals listed in Section H.

The backpack sprayer and hand held guns used for Covid Disinfection will be provided by the Montgomery Township Board of Education.

All equipment (i.e., vacuums cleaners, carpet extractors, floor buffers, lawn mowers etc.) and supplies needed to maintain the building unless otherwise noted in the specifications.

Middle School-Lower Campus



REQUIRED INFORMATION

For continuity, all proposals are to be prepared in a uniform format. All information requested will coincide with the following format:

A. VENDOR INFORMATION

1. ___ Vendor name and address
___ Address of the vendor's corporate headquarters
___ Address of the vendor's regional offices
___ Vendor operates as a corporation or partnership
2. ___ If corporation, list names and addresses of all officers
___ If partnership, list names and addresses of all partners
3. ___ Submit corporate organizational chart and applicable regional organizational chart
4. ___ Submit the following:

___ Twenty-four (24) hour available contact in case of district emergency
___ Length of time vendor has been in the business of operating
___ Custodial Service Programs
___ Total number of vendor employees
___ Statement of vendor compliance with EEOC
___ Statement of vendor compliance on Affirmative Action
___ Statement of vendor compliance with "Right to Know"
___ Statement of vendor compliance with AHERA regulations
___ Statement of vendor compliance with Blood Borne Pathogens Standard

B. INTERNAL OPERATING PLAN

1. ___ Submit vendor employee policies
2. ___ Submit vendor employee training program
3. ___ Submit guidelines for quality control
4. ___ Submit sample forms of the following:

Supervision Reports
Monthly Operating Report
5. ___ Submit vendor employee uniform policy

C. REFERENCE LIST (Please include with Bid)

This section to include a list of school districts currently under contract with the vendor. This list will include the name of the district, address, person to be contacted and title, and scope of operation at that location. These references must be located within a 100 mile radius of the Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey 08558 for site inspections.

D. ORGANIZATION PLAN

1. Proposed Service Schedule for all facilities -- include position description.
2. Proposed organization chart covering custodial operation and supervision.

E. OFFICIAL BID FORM AND AFFIDAVIT

Submit the official Bid Form and Affidavit that has been provided in the Invitation to Bid. A duly authorized representative of the vendor's company or officer of the vendor's corporation must sign this form. Signatures must be notarized or a corporate seal affixed.

Bidder's Checklist

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

- _____ Affirmative Action Language – Exhibit A
- _____ Bid Security/Guarantee; Bid Bond, Cashier's Check or Certified Check
- _____ Consent of Surety
- _____ Statement of Ownership Disclosure
- _____ Non-Collusion Affidavit
- _____ State of New Jersey Business Registration Certificate
- _____ W-9, Request for Taxpayer Identification Number and Certification
- _____ Political Contribution Disclosure
- _____ Disclosure of Investment Activities in Iran
- _____ References
- _____ Example of Certificate of Insurance
- _____ State of New Jersey Debarred List Affidavit
- _____ Acknowledgment of Receipt of Addenda
- _____ Bid Form and Affidavits

(REVISED 1/16)

EXHIBIT A
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, affection-al 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. 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.

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, col-or, 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.

This form is a summary of the successful contractor’s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. The successful contractor shall submit to the public agency, the EEO/AA evidence with your proposal or after notification of award but prior to execution of goods, professional services and general services contract, one of the following three documents as forms of evidence:

A Letter of Federal Approval indicating that the contractor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the contractor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance. Or,

_____ Yes _____ No

A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27 et seq. The contractor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the contractor’s Employee Information Report, Form AA-302 by the Division. Or,

_____ Yes _____ No

The successful contractor shall complete an Initial Employee Report, Form AA-302, submit it to the Division and forward a copy of the form to the Public Agency.

_____ Yes _____ No

If you answered **NO** to the questions above, Form AA-302 can be electronically provided by the Division and distributed to the public agency through the Divisions website: www.state.nj.us/treasury/contract_compliance along with the required check in the amount of \$150.00 payable to The Treasurer, State of New Jersey, this fee in non-refundable. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence. The undersigned contractor further understands that his/her proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27. et seq.

Company Name _____

Name _____

(Print)

Signature _____

Title _____ Date _____

If your Letter of Federal Affirmative Action Plan Approval or your State of New Jersey Certificate of Employee Information Report is available, please attach to this document.

**Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

**New Jersey Anti-Discrimination Provisions
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates:
- b. No contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, is hereby held and firmly bound unto _____ as Owner, in the Penal Sum of (\$) _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this ____ day of _____ 20____

The condition of the above obligation is such that whereas the Principal has submitted to a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

NOW THEREFORE,

- A. If said bid shall be rejected or in the alternative,
- B. If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

BY: _____

Witness

Surety

BY: _____
Witness

Attorney-in-Fact

Consent of Surety

The _____

(Name and Address of Surety)

a corporation existing under the Laws of the State of _____
and authorized to do business under the Laws of the State of New Jersey, hereby certifies that application
has been made to us by:

(Name and Address of Contractor)

and satisfactory arrangements have been completed by which we have and do now agree to furnish a
Performance Bond equal to 100% of the Contract to ensure the faithful performance on the part of the
Bidder of the terms and conditions of the contract, and a labor and materials bond to ensure the payment
of all persons furnishing labor and materials in accordance with the contract.

Title of Work: Custodial Services Contract at Lower Montgomery Middle School

Name/Location of Services: Montgomery Township Board of Education
1014 Route 601
Skillman, New Jersey 08558

This proposition is made with the understanding that any change made in the specifications or agreements
without the consent of the bondsmen shall in no way vitiate the bond.

Witness

Surety Company

Witness

Date:

Title: _____
Attorney-in-Fact
(affix corporate seal)

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO BUSINESS
IN NEW JERSEY AND NOT BY
THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

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 proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Business: _____

Address of Business: _____

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% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own a 10% 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% or more of its stock, of any class, or no individual partner in the partnership owns a 10% or greater interest therein, or that no member in the limited liability company owns a 10% or greater interest therein, as the case may be. **(Skip to Part IV)**

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

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

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% 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.

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

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

Please list the names and addresses of each stockholder, partner or member owning a 10 % 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 % ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed.

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

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

Part IV

Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Montgomery Township Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with school district to notify the school district 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 school district to declare any contract(s) resulting from this certification void and unenforceable.

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

Non-Collusion Affidavit
N.J.S.A. 52:34-15

I, _____ residing in _____
(name of affiant) (name of city, town or municipality)

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____ and that I executed the said
proposal with

(title of bid proposal)

full authority to do so. Further, the bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey and the Montgomery Township Board or Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(name of contractor)

Subscribed and sworn to

before me this _____ day

of _____, 2____

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(f)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

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

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

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601
FAX: (609) 466-0944

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Somerset

State: Governor, and Legislative Leadership Committees

Legislative District #s: 16, 17, 21, & 22

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

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

Bedminster Township

Bernards Township

Bernardsville Borough

Bound Brook Borough

Branchburg Township

Bridgewater Township

Far Hills Borough

Franklin Township

Green Brook Township

Hillsborough Township

Manville Borough

Millstone Borough

Montgomery Township

North Plainfield Borough

Peapack-Gladstone Borough

Raritan Borough

Rocky Hill Borough

Somerville Borough

South Bound Brook Borough

Warren Township

Watchung Borough

Boards of Education (Members of the Board):

Bedminster Township

Bernards Township

Bound Brook Borough

Branchburg Township

Bridgewater-Raritan Regional

Franklin Township

Green Brook Township

Hillsborough Township

Manville Borough

Millstone

Montgomery Township

North Plainfield Borough

Rocky Hill

Somerset Hills Regional

Somerville Borough

South Bound Brook

Warren Township

Watchung Borough

Watchung Hills Regional

Fire Districts (Board of Fire Commissioners):

Bridgewater Township Fire District No. 1

Bridgewater Township Fire District No. 2

Bridgewater Township Fire District No. 3

Bridgewater Township Fire District No. 4

Franklin Township Fire District No. 1

Franklin Township Fire District No. 2

Franklin Township Fire District No. 3

Franklin Township Fire District No. 4

Hillsborough Township Fire District No. 1

Montgomery Township Fire District No. 1

Montgomery Township Fire District No. 2

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

Political Contribution Disclosure Affidavit

STATE OF _____

ss:

COUNTY OF _____

I, _____, residing in the _____ of

in the County of _____ and State of _____, of full age, being duly sworn according to law on my oath depose and say:

I am _____ of the firm of _____, the bidder making the proposal for the above named project. I am aware that:

A. Pursuant to N.J.A.C. 6A:23A-6.3, no business entity which has made a reportable contribution (as defined in N.J.S.A. 19:44A-1 et seq.) to a member of the Board of Education during the preceding one (1) year shall be awarded a contract in excess of \$17,500.

B. Any business entity doing business with the School District is precluded from making any reportable contributions to any member of the Board of Education during the term of the Contract.

C. When a business entity is a natural person, a contribution by that person’s spouse or child that resides therewith shall be deemed to be a contribution by the business entity. Where a business entity is other than a natural person, a contribution by the person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

D. A political contribution disclosure (hereinafter referred to as “PCD”) form is required to be submitted for all contracts greater than \$17,500. No contract award shall be made unless the completed PCD is submitted to the Board office prior to the award. Failure to submit the PCD shall result in the rejection of the bid. This Form is included as part of the bidding documents and must be completed by the bidder.

I aver that no reportable contributions have been made by the Bidder in violation of the provisions set forth in N.J.A.C. 6A:23A-6.3. If the Bidder is the lowest responsible bidder, a completed PCD form shall be submitted to the Board office ten (10) days prior to the contract award.

Sworn to and subscribed
to this _____ day of
_____, 20__

By: _____
Signature of Principal

(Name)

(Title)

Notary Public of New Jersey

My Commission expires __/__/

Certification on Behalf of a Company, Partnership or Organization and All Individuals Whose Contributions are Attributable to the Entity Pursuant to Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) **Any candidate committee and/or election fund of the Governor;**
- b) **A State political party committee;**
- c) **A legislative leadership committee;**
- d) **A county political party committee; or**
- e) **A municipal political party committee.**

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Company, Partnership or Organization:

Signed: _____ **Title:** _____

Print Name: _____ **Date:** _____

Circle One of the Following Which Applies:

(A) The Company, Partnership or Organization is the vendor;

or

(B) the Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.

**Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification*

Individual Certification of Compliance with Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, I have not solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) **Any candidate committee and/or election fund of the Governor;**
- b) **A State political party committee;**
- c) **A legislative leadership committee;**
- d) **A county political party committee; or**
- e) **A municipal political party committee.**

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Signed: _____

Print Name: _____ **Date:** _____

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bid Number: _____

Name of Bidder: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the District finds a person or entity to be in violation of the principles which are the subject of this law, they 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

OR

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the Montgomery Township Board of Education under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2:
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE
QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.**

Name: _____ Relationship to Bidder/Offeror: _____
Description of Activities: _____ _____
Duration of Engagement: _____ Anticipated Cessation Date: _____
Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

Disclosure of Investment Activities in Iran (cont'd)

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Montgomery Township Board of Education is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Board to notify the Board in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Montgomery Township Board of Education and that the Board at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Project References

The following projects are in the process or have been completed by the contractor within the last five years and are comparable in type of work and costs to the project herein.

Project and Location

Date of Completion

Project Description and Cost

Signature_____

Name (print or type)_____

Title_____

Name of Firm_____

State of New Jersey Debarred List Affidavit

STATE OF _____

SS:

COUNTY OF _____

I, _____, residing in the _____ of

in the County of _____ and State of _____, of full age, being duly sworn according to law on my oath depose and say:

I am _____ an officer of the firm of _____, the bidder making the Proposal for the above name work, and that I executed the same Proposal with full authority to do so; that said bidder at the time of the making of this bid is not included on the State of New Jersey, State Treasurer's or any State or Federal Government's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the _____, as the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appears on the State Treasurer's or any State or Federal Government's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor commits any of the acts warranting debarment, suspension or disqualification as determined according to applicable law and regulation.

Subscribed and sworn to before
me this ___ day of _____, 20__.

Notary Public of _____
My Commission expires ___/___/20__.

Montgomery Township Board of Education

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ **No Addenda Received**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466 - 7601
FAX: (609) 466 - 0944**

BID FORM AND AFFIDAVIT

Reference: **B22-01, Custodial Services for the Lower Montgomery Middle School**
Bid Opening: **Tuesday, March 23, 2021 at 11:00 AM**

To provide custodial services for the

**LOWER MONTGOMERY MIDDLE SCHOOL
373 Burnt Hill Road
Skillman, New Jersey 08558**

The undersigned agrees to provide Custodial Services in accordance with the Notice to Bidders, Instructions to Bidders, General Conditions, Bid Specifications and any amendments or clarifications thereto and accepts the terms thereof as a binding contractual obligation if the following bid is accepted.

State the amount to provide Custodial Services to the Montgomery Township Board of Education inclusive of all costs, including, but not limited to, salaries, wages and benefits, equipment, supplies and operating expenses:

Base Bid

One-year contract from **July 1, 2021 – June 30, 2022:**

Total Bid: (\$ _____)

(written amount)

NOTE: If amounts written differ from the numerical figures, only the written amounts will be accepted as the correct bid.

The contract will provide for the exclusive right to perform all custodial functions at the Lower Montgomery Middle School for a one-year period from **July 1, 2021**, through **June 30, 2022**, with the option for two one-year extensions from **July 1, 2022**, through **June 30, 2023**, and from **July 1, 2023**, through **June 30, 2024**, pursuant to N.J.S.18A:18A-42.

Contractor is willing to extend contract?

_____ Yes _____ No

Bidder's Qualification Statement must accompany this proposal.

The undersigned affirms that the bid includes all charges and expenses for the furnishing of all labor, work, materials and equipment necessary or reasonably inferable from the contract documents, for the completion of the work in accordance with the contract documents. If awarded the contract, I will comply with all stipulations contained in the specifications.

The undersigned agrees that if a contract is awarded to him/her, he/she will execute and deliver the contract prepared on behalf of the Board, within 10 days after receipt of the contract, together with the performance bond and insurance certificate as required in the Specifications.

Submitted by:

Name of Bidder _____

Address _____

Phone Number _____ Fax Number _____

E-mail _____

I certify that I, _____, am the _____ of the bidder submitting this proposal and that I am authorized to submit this bid on behalf of the bidder and that the information contained on all of the bidding documents is true and accurate. I further certify that the bidder owns, leases or controls all the necessary equipment required by the plans, specifications and advertisement for bids. If the bidder is not the actual owner, I hereby certify that I have attached a certificate from each and every owner or person in control of such equipment which grants the bidder the control of the equipment for such time as may be necessary for the completion of that portion of the project for which such equipment is necessary. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WITNESS:

(Affix corporate seal)

Authorized Representative

Title: _____

Affidavit

I/We hereby certify that I/We have read the foregoing conditions and specifications and have become familiar with the contents thereof; and that the bid of _____

(Name of Company)

submitted to the Montgomery Township Board of Education, attached hereto, is submitted in strict accordance with said conditions, instructions, and specifications. Any matter submitted with the bid document attempting to alter the specifications of the Board of Education may be disregarded, or the bid may be rejected.

Corporate Name of Bidder

Address

Telephone Number

Signature of Authorized Agent

Bidders Qualification Statement

A. Names and addresses of other school districts which have retained the services of the bidder to provide Custodial Services (including the name of the school district's representative) and the dates the bidder started and ended their contractual relationship, together with the reasons why the contractual relationship terminated. _____

B. For each school district listed above, indicate whether the contract amount was adjusted after the contract was signed, the amount of the adjustment and the reasons thereto. _____

C. Names and addresses of other entities which have retained the services of the bidder to provide Custodial Services and the dates the bidder started and ended their contractual relationship, together with the reasons why the contractual relationship terminated. _____

D. For each entity listed in C, indicate whether the contract amount was adjusted after the contract was signed, the amount of the adjustment and the reasons thereto. _____

E. Names, addresses, qualifications and experience of the persons who will comprise the on-site management team. A copy of their resume is attached. _____

- F. I certify that:
1. I have read and fully understand the Specifications, including all addenda.
 2. I have visited all sites and facilities covered by the Specifications.
 3. The Bidder meets all of the requirements contained in the Specifications.
 4. The information contained on all of the bidding documents is true.
 5. I am authorized to submit the bid on behalf of the bidder.

I am aware that if any of the statements made by me are willfully false, I am subject to punishment.
 WITNESS:

 (Affix corporate seal)

 Authorized Representative

Title: _____

APPENDIX A

CUSTODIAL SERVICES AGREEMENT FOR THE LOWER MONTGOMERY MIDDLE SCHOOL

BETWEEN THE

MONTGOMERY TOWNSHIP BOARD OF EDUCATION

And

THIS AGREEMENT, made this ___ day of _____, 2021 by and between the Montgomery Township Board of Education (the “Board”) with its principal offices located at 1014 Route 601, Skillman, New Jersey, 08558 and _____ (hereinafter referred to as “_____”) with its principal offices located at _____, New Jersey _____;

WITNESSETH:

WHEREAS, in accordance with the Public School Contracts Law, the Board advertised for bids for Custodial Services for the Lower Montgomery Middle School (“Services”) in the Montgomery Township Public School District (“District”); and

WHEREAS, bids were received on _____, 2021; and

WHEREAS, _____ submitted the lowest responsible bid to provide Services to the Board and is prepared to furnish such services in accordance with the specifications attached hereto made a part hereof and incorporated herein by reference; and

WHEREAS, the Specifications require the parties to execute this Agreement;

NOW THEREFORE, based upon the foregoing premises and mutual promises and covenants contained herein, the parties agree as follows:

I. **SERVICES TO BE PROVIDED**

A. Manner of Services: _____ shall provide the Services on the properties and in the areas listed in specifications, which are attached hereto, made a part hereof and incorporated herein by reference. Such services shall be provided in accordance with the specifications and in a manner that is consistent with industry standards.

B. Provision of Labor, Equipment and Materials:

1. _____ shall supply all labor, equipment and materials necessary to perform the Services specified in the specifications and _____'s proposal.

a. _____ represents that it has sufficient labor, equipment and materials necessary to provide the Services specified in this Agreement, the specifications and _____'s proposal and agrees to commit same for that purpose during the term of this Agreement.

C. Supervision and Liaison: _____ shall provide adequate supervision on site at all times that services are being provided pursuant to this Agreement. The supervisor(s) shall provide status updates to the Business Administrator when requested or in accordance with the specifications.

II. **ADDITIONAL RESPONSIBILITIES OF _____**

A. Care of Premises and Persons: In providing services specified in this Agreement, _____ shall exercise due care to ensure:

1. the safety of persons on the Board's properties;
2. to protect the Board's properties from damage;
3. that the normal operation of the Board's school programs are in no way disrupted;

B. Damages: All damages incurred to the existing facilities by _____'s operation, as solely determined by the Board of Education, shall be repaired or replaced at the _____'s expense. All such repairs or replacements shall be completed in accordance with the specifications.

C. Insurance:

1. _____ shall furnish certificates of insurance from an insurance company licensed to do business in the State of New Jersey to the Board establishing that it has personal liability,

property damage and worker's compensation insurance coverage for all of the services specified in this Agreement and in amounts set forth in the specifications. Full coverage must be provided for the Board and its agents and employees, _____'s employees, any subcontractor and any member of the public who may be injured or suffer damage from any act or omission of _____, its employees, servants or agents.

2. The Board shall be named as an additional insured on all insurance policies, except workers compensation.

3. The required insurance coverage must be in effect at all times during the term of this Agreement. Certificates of all insurance must contain a thirty (30) day cancellation and modification clause with a requirement of written notice to the Board by the insurance company. In the event of cancellation or modification, _____ shall obtain insurance in the same amount and for the same coverage from another carrier prior to the date of cancellation or modification.

4. Evidence of the insurance coverage required by this Agreement shall be furnished to the Board prior to commencement of services required by this Agreement.

D. Indemnification: _____ shall indemnify and hold harmless the Board, its officers, agents, employees and servants from any and all claims, demands, suits, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising out of, resulting from or in any way related to the services provided to the Board or any personal injury or property damage that may arise out of or result from the acts or omissions of _____ in performing the work. The Board may defend itself, at _____'s expense, from any claim or lawsuit which may arise out of _____'s performance or lack of performance under the terms of this Agreement or the Board may elect to have _____ provide the Board with legal representation at _____'s own expense. This provision shall survive the termination of this Agreement.

E. Warranty: _____ warrants that the services to be rendered to the Board shall be furnished in a workmanlike manner in accordance with industry standards, as well as all applicable federal and state statutory requirements, local ordinances and administrative regulations. _____ shall repair any

and all damage to the Board's property which is caused by _____, its employees, servants or agents during the provision of services specified in this Agreement.

F. Subcontracting: _____ shall not subcontract the services to be performed pursuant to this Agreement, or any portion thereof, without the prior written approval of the Board.

G. Law Against Discrimination: _____ and any approved subcontractor shall at all times comply with the provisions of the Law Against Discrimination and the mandatory affirmative action language, attached hereto as Exhibit A.

III. PAYMENT BY BOARD

A. The Board shall pay _____ as follows:

\$_____

B. Manner of Payment: The Contract shall issue an invoice in accordance with the payment schedule set forth in the Specifications. Every effort will be made to pay vendors and contractors within forty-five (45) days of acceptance by the Board of Education, provided the Board of Education receives the appropriate documentation from the vendor. Payment will be rendered upon completion of services covered by the payment application to the satisfaction of the Board of Education, unless otherwise agreed to by written contract. The Board at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

IV. DURATION, FAILURE OF PERFORMANCE AND TERMINATION

A. Duration of Agreement: The term of this Agreement shall be one year, commencing on July 1, 2021 through June 30, 2022. The Board may exercise its option to renew the Agreement for up to one two-year period or up to two one-year periods, in accordance with the provisions of N.J.S.A. 18A:18A-42. The terms and conditions of the extension shall remain substantially the same as in the original contract, the contract shall be awarded by resolution of the Board upon its finding that the services are being performed in an effective and efficient manner, and that the price change, if any, not exceed the change in the index rate as defined by N.J.S.A.

18A:18A-2(bb). Information on the current index rate, as well as the index rate for the last four (4) quarters is available, as of the date of this Agreement, at the following website:
http://www.state.nj.us/dca/divisions/dlgs/programs/lpcl_docs/cur_index_rate.pdf.

B. Termination of Agreement:

1. If the Contractor fails to fulfill in a timely and proper manner obligations under this agreement or if the contractor shall violate any of the requirements of this agreement, the owner shall have the right to immediately terminate this contract upon written notice to the contractor. Such termination shall relieve the owner of any obligation for balances to the Contractor of any sum or sums set forth in the contract. Notwithstanding the above, the Contractor shall not be relieved of liability from the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

2. This Agreement may be terminated by the Board for convenience and without cause upon thirty (30) days' written notice to _____. If terminated for convenience, _____ shall be paid for services satisfactorily performed to the date of termination.

3. Notice shall be deemed effective upon receipt. The Board's termination of the Agreement shall be with full reservation of all rights and remedies available to the Board, including but not limited to specific performance and/or resort to the performance bond.

V. MISCELLANEOUS PROVISIONS:

A. The Contractor acknowledges that this is a school district, with school buildings and children and that special attention to public safety is required. No activities of the Contractor shall impact upon the educational process at the schools.

B. The various rights and remedies of the parties set forth in this Agreement are cumulative and the failure of either party to enforce strict performance of the covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any such covenant or condition and same shall continue in full force and effect.

C. The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

D. This Agreement represents the entire agreement between the parties. No additions, changes or modifications, renewals, extensions or other representations or promises shall be binding unless reduced to writing and signed by both parties.

E. This Agreement is subject to any and all statutes enacted by the federal government and the State of New Jersey, municipal ordinances and all regulations promulgated by any agency of the federal and state government.

F. This agreement shall be governed by the laws of New Jersey. Any and all claims, disputes or other matters in question between the Board and the Contractor arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Somerset County, New Jersey. **The Contractor hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Contractor.**

G. The contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

H. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

I. This Agreement shall be binding upon and inure to the benefits of the parties, their successors and their assigns.

J. In the event any provisions of this Agreement conflicts in whole or in part with the Contractor's proposal, the inconsistency shall be resolved by an interpretation which is most favorable to the Board and which imposes the greater obligation upon the Contractor. In the event the inconsistency cannot be reached in such a manner, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year set forth above.

MONTGOMERY TOWNSHIP
BOARD OF EDUCATION

By: _____

Board President

By: _____

President

ATTEST:

ATTEST:

CONTRACTOR

By: _____

Board Secretary/Business
Administrator

By: _____

Dated: _____

Dated: _____