

WINSLOW TOWNSHIP BOARD OF EDUCATION
30 Cooper Folly Road
Atco, NJ 08004

Winslow Township Board of Education

**Maintenance, Custodial, Grounds Operations
and Management Services**

for the Winslow Township School District

DATE DUE: March 31, 2010 at 11:00 a.m.

RETURN PROPOSALS TO:

**Dr. Ann F. Garcia
Business Administrator/Board Secretary
Winslow Township Board of Education
30 Cooper Folly Road
Atco, New Jersey 08004
(856) 767-2850 x 7510**

NOTICE TO BIDDERS

WINSLOW TOWNSHIP BOARD OF EDUCATION

30 Cooper Folly Road

Atco, NJ 08004

NOTICE IS HEREBY GIVEN, that sealed Proposals will be received by the Winslow Township Board of Education, 30 Cooper Folly Road, Atco, New Jersey 08004 for:

**MAINTENANCE/ CUSTODIAL/ GROUNDS/ OPERATIONS AND
MANAGEMENT SERVICES FOR THE
WINSLOW TOWNSHIP BOARD OF EDUCATION**

Sealed proposals will be received by Dr. Ann F. Garcia, Business, Administrator/Board Secretary of the Board of Education, at the Winslow Township Board of Education Administrative Offices, 30 Cooper Folly Road, Atco, New Jersey at 11:00 a.m. on March 31, 2010. Proposals will be public opened and read aloud promptly thereafter.

Instructions to Bidders, Form of Request for Proposal, Specifications and other Contract Documents may be obtained during normal office hours at the Winslow Township Board of Education, 30 Cooper Folly Road, Atco, New Jersey, 08004

Bids must be submitted in **duplicate** on the appropriate Proposal Forms as provided and in the manner designated, sealed in an opaque envelope with the name and address of the Bidder and noting on the outside the contract work bid upon. Bids must be accompanied by a Certified Check, Cashier's Check, or Bid Bond drawn to the order of the Winslow Township Board of Education for not less than Ten Percent (10%) of the Base Bid, but not to exceed \$20,000, and must be delivered at the above named place on or before the time noted. Checks and/or bid bonds shall be submitted as a guarantee that in case the contract is awarded to the Bidder, the Bidder will within ten (10) days thereafter, execute such Contract and furnish duly executed Performance Bond.

In consideration of receipt of Bid by aforesaid, Bidder agrees that should he/she fail to execute the Contract and furnish duly executed Bond within ten (10) days aforesaid, the Contractor shall be liable to the Winslow Township Board of Education for damages.

No bid may be withdrawn for a period of ninety (90) days from the date set for the opening thereof. The award of the bid will be made as soon after the opening of the bids as practical. The Board may consider or reject any bid not prepared and submitted in accordance with the provisions here of, and hereby reserves the right to waive any informalities in or to reject any or all bids, or to accept that bid which in its judgment is in the best interest of the Winslow Township School District.

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Bidders attention is called to the requirements of both N.J.S.A. 34:11-56-5 et. Seq., Prevailing Wages on Public Contracts, and N.J.S.A. 10:3-1 et. Seq. Prohibiting Discrimination in Employment on Public Contracts. Contractors will be required to pay prevailing wage rates as determined by the New Jersey Prevailing Wage Act of the State of New Jersey Department of Labor and Industry pursuant to Chapter 150 of the Laws of 1963, effective January 1, 1964. Bidders shall be in conformance with the applicable requirements of the New Jersey Public School Contract Law (N.J.S.A. 18A; 18A-1 et seq.)

Bidders must comply with Chapter 33 Laws of 1977 (Assembly Bill No. 22, 1976, approved March 8, 1977); ACT requiring corporate and partnership bidders for State, County, Municipal or School District Contracts to submit a list of the name and addresses of those partners owning 10% or greater interest herein.

Pursuant to PL. 1975, Chapter 127, effective July 23, 1975, Affirmative Action Against Discrimination pertaining to all aspects of the project will be a condition of the contract. During the performance of the contract, the Contractor agrees to comply with and be an Affirmative Action Employer. The Bid Proposal must be accompanied by a signed Affirmative Action Acknowledgment (Chapter 127, 1975 NJ Statute NJAC 17:27) along with a copy of an Affirmative Action certificate if the Bidder holds such certificate as is required under said law.

Pursuant to N.J.S.A. 52:32-44, vendors providing goods and services must be registered with the New Jersey Department of Treasury, Division of Revenue. Effective September 1, 2004, pursuant to an amendment to said statute, State and local entities (including school district) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its Business Registration Certificate (or interim registration) as part of the bid submission.

Winslow Township Board of Education
Dr. Ann F. Garcia
Business Administrator/Board Secretary

Legal Notice to Be Advertised: **March 18, 2010** **The Philadelphia Inquirer**
The Atlantic City Press

CHECKLIST OF REQUIRED DOCUMENT TO BE RETURNED WITH BID

The bidder must complete and sign all of the form as listed below and return them and this checklist in the bid proposal unless marked N/A.

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1. _____ Affirmative Action Questionnaire of Affirmative Action Evidence stapled to Questionnaire
2. _____ Proposal Form Cover Page (1 page)
3. _____ RFP Proposal Form (3 pages)
4. _____ Non-Collusion Affidavit
5. _____ Stockholder Disclosure Statement
6. _____ New Jersey Business Registration Certificate
7. _____ W-9 Taxpayer Identification Number-copy of certificate
8. _____ Bid Security (Bid Bond, Cashier's Check, or Certified Check)
9. _____ Certificate (Consent) from Surety
10. _____ Prevailing Wage Rate Compliance Affidavit
11. _____ Contractor/Vendor Questionnaire/ Certification
12. _____ Bidder Financial/Audit Exhibits
13. _____ Accounting & Billing Procedure
14. _____ This Checklist

DOCUMENTS LISTED ABOVE ARE MANDATORY BID ATTACHMENTS, AND FAILURE TO SUBMIT THEM MAY BE CAUSE FOR DISQUALIFICATION FOR BEING NON-RESPONSIVE, AND REJECTION OF THIS BID.

INSTRUCTIONS TO BIDDERS

1. PROPOSALS ARE TO BE RETURNED TO:

Dr. Ann F. Garcia
Business Administrator/Board Secretary
Winslow Township School District Business Office,
30 Cooper Folly Road, Atco, NJ 08004

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By **11:00 AM** Prevailing time on March 31, 2010. All RFP'S must be submitted in sealed envelopes, bearing on the outside the **name of the vendor**, the vendor's address, the Bid No: being submitted, as well as the name of the supply or service for which the proposal is submitted. If forwarded by mail, the sealed envelope containing the proposal, and marked as directed above, must be enclosed in another envelope, and addressed as specified in the Proposal Form, preferably by registered mail. If the bid is sent by express mail, the same designations must also appear on the outside of the express company envelope. The Board of Education, however, assumes no responsibility for their delivery on time. All REQUEST FOR PROPOSALS will be publicly opened in the Board of Education Conference Room, and read beginning at 11:00 AM on March 31, 2010. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete, and presented to the Business Office before the bid date and time. Bids will not be received by the Board of Education after the advertised bid date and time. No interpretations of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be made in writing and addressed to the Winslow Township Board of Education Business Administrator. All requests must be received by the Board Office at least five (5) working days prior to the date fixed for the opening of the bids.

2. AFFIRMATIVE ACTION

The winning contractor shall be required to comply with the requirements of P.L. 1975 Chapter 127 Affirmative Action Against Discrimination.

Part of the attached documentation is a Questionnaire which must be completed, (Page - 3A -). If you are already approved by the Federal or State, include a copy of the letter (Federal) or certificate (State) when you submit your bid.

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED WITHIN 7 DAYS AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

All bidders must familiarize themselves with Exhibit A_ Mandatory Affirmative Action Language Revised 1994. PL 1975 C.127 (N.J.A.C. 17:27) Goods, Services and Professional Services Contracts

Exhibit A

**P.L. 1975, C. 127 (NJAC 17:27) - MANDATORY AFFIRMATIVE ACTION LANGUAGE
GOODS, SERVICES AND PROFESSIONAL SERVICES CONTRACTS**

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

- a. 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, or sex, affection or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that

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employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex, affection or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.

- b. 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 or sex, affection or sexual orientation.
- c. The contractor or subcontractor, where applicable, will send to each labor Monmouth or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor Monmouth or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 17:27-5-2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- f. The contractor or subcontractor agrees to inform in writing all appropriate recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, affection or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. 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.
- h. 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, creed, color, national origin, ancestry, marital status or sex, affection or sexual

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orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

- i. The contractor and its subcontractors shall furnish such reports or document to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

3. AMERICAN GOODS AND PRODUCTS

In accordance with New Jersey Statutes, Title 18A, Chapter 18A, Part 7, Article 4, 18a-18a-20: American goods and products are to be provided. We require that only manufactured and farm products of the United States be used in work that is performed for the Board of Education wherever possible.

4. ARBITRATION

All matters in dispute other than those set forth above shall be submitted to arbitration at the request of either party to the dispute and the decision of the arbitrators shall be final and conclusive. Any demand for arbitration shall be made within a reasonable time after the dispute has arisen but in no case shall the demand be made later than the time of final payment.

5. BID PROPOSAL FORM

All bids/proposals are to be written in by typewriter or ink in a legible manner on the official Proposal Forms. Any bid price showing any erasure or alterations must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration will be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

The Proposal Form must be duly signed by the authorized representative of the company in the appropriate space. Failure to sign the bid proposal form shall be cause to disqualify the entire bid.

The Board of Education will not consider any bid on which there is any alteration to, or departure from, the bid specification. Bidders are not to make any changes on the Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes on the Proposal Forms, except as noted above for initialed clerical mistakes, it will be cause to disqualify that particular bid.

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By submitting a proposal, the bidder covenants that he has carefully examined the contract documents, addenda, if any, and the site: and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations there under, and that he will not make any claim for, or have right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the contract documents.

6. BID/PROPOSAL PRICES

In the event of discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if award is made on the basis of totals.

7. BID PRICE GUARANTEE

When the Board of Education requests bid prices for supplies, materials and equipment, the winning bidder(s) shall agree to guarantee the bid price(s) for ninety (90) days from the date of award of contract by the Winslow Township Board of Education.

IF THIS BID IS LISTED FOR THE SCHOOL YEAR

The Board of Education shall have the right to purchase additional quantities of the various items bid upon if necessary, at bid prices during the school year this bid was prepared for.

8. BID SECURITY AND BONDING REQUIREMENTS

A. Bid Security

Required

Each bid when required each bid shall be accompanied by a bid bond, cashier's check or certified check for ten percent (10%) of the amount of the total bid but not in excess of \$20,000. This security shall be made payable to the Winslow Township Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and surety (performance) bond is filed with the Winslow Township Board of Education. The bid security check for unsuccessful bidders will be returned as soon after the bid opening as possible but in no event later than ten (10) days after the bid opening.

Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to

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sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification 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.

The Winslow Township Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Insurance, CN 325, Trenton, New Jersey 08625. Failure to submit bid guarantee (if required) shall be cause for disqualification and rejection of bid.

B. Certificate (Consent) of Surety Required

When required, each bidder shall submit with its bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the total amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid. Failure to submit the certificate (consent) of Surety will be cause for disqualification and rejection of bid.

C. Performance Bond Required

When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in the sum of at least one hundred percent (100%) of the total amount payable by the terms of his Contract. Such bond shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation

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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.

Successful bidder shall execute formal contract with the Board in the form required and in such number of counterparts as the Board may request.

Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful bidder within ten (10) days after the receipt by the successful bidder of notice accepting his bid by the Board.

The Winslow Township Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

9. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

It is responsibility of the bidder to ensure that their bid is presented the business office and officially received before the advertised date and time of the bid.

10. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all bidders shall submit with their bid package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the bid package may be cause for the rejection of the entire bid.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; **2)** prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; **3)** during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Construction Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** the contractor shall provide written notice to its subcontractors and suppliers to submit proof of

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business registration to the contractor; **2)** subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file; **3)** prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and, **4)** during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit, to the Director of the New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier or fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

11. BRAND NAME OR EQUIVALENT

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent". If the vendor desires to quote an equivalent item the vendor shall do the following:

1. On the Request for Proposal Form, write in ink next to the item requested, the vendor's substitute item, including brand name and model number. This is the only change to the Proposal Form the Board will accept.
2. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the bid opening. With the sample item shall be the manufacturer's cut sheet, which outlines brand/manufacturer name, model number and full description of item.
3. If a sample is not required the board requests the manufacturer's cut sheet, which outlines the specifications of the item including manufacturer name, model number, etc., be included with the bid.
4. Failure to provide a sample item or printed material when requested may be cause for disqualification of that item from the bid.

Please Note: Vendors are to only bid brand name or equivalent. The Board will not accept multiple bids on individual items.

For this RFP the Board of Education

 N/A Requests samples when bidding substitute items.

 X Request printed materials when bidding substitute items.

12. CHALLENGES TO BID SPECIFICATIONS

(N.J.S.A. 18A:18A-15) Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the business no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

13. COMPLIANCE WITH ALL LAWS *Where applicable*

Special attention is called requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract. The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind. Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor. Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim of liability arising from or based on the violation of any such law, ordinance, regulation order or defects. Contract is to comply with the New Jersey State Uniform Construction Code and the Town of Atco Construction Code. Contractor is to obtain local municipal building permit and pay for same. Contractor is to abide by local inspection requirement.

14. CONTRACTS

A. Award of Contract

All proposals shall remain firm for a period of 90 days from the indicated submission date for proposals.

The Winslow Township School District reserves the right to reject any and all proposals submitted pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4 (a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board. The contract will be awarded to the contractor whose proposal, as evaluated pursuant to the criteria in this specification, is deemed in the overall best interest of the Winslow Township School District, not solely on costs and charges.

If a contractor considers its proposal, or particular portions thereof, as containing trade secrets, information privileged by law, or confidential commercial or financial data, then this should be conspicuously noted.

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Further, the Board may at its option accept any quantity of each item at the price bid depending on need. Pursuant to N.J.S.A. 18A:18A-36 the Winslow Township Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

In submitting a proposal, each bidder acknowledges their understanding and acceptance of the above stated procedures, the methods of evaluating the proposals, terms and conditions.

The Winslow Township School District reserves the right to reject any and all proposals from contractors who have been a party to litigation with the school district at any time in the past. The Winslow Township School District reserves the right to reject any and all proposals, to waive technical defects, and to accept or reject any proposal if, in its judgment, is in the best interest of the District are thereby served.

Upon completion of the contract, the District will report to the Department of the Treasury regarding the contractor's performance and the District will furnish a report if the contractor's performance is not acceptable and/or if contractor is in default. N.J.S.A. 18A-18A-15.

Each and every contractor who submits a proposal specifically waives the right to withdraw it except as hereinafter provided. Proposers will be given permission to withdraw any proposal after it has been deposited with the District Business Office, provided the proposer makes his request in writing to the Office of the Business Administrator not later than one hour prior to the time fixed for the opening of proposals.

No award will be made to any Contractor, who, in the opinion of the board, is in default on any contract prior to the date of the proposal under consideration.

No proposal will be considered unless the proposal is firm without qualification. Conditional proposals will not be accepted.

Bid prices must NOT include Sales or Use Taxes.

B. Return of Contracts and Related Contract Documents (When Required)

Upon notification of award of contract by the Winslow Township Board of Education, the successful bidder shall sign and execute a formal contract agreement between the Board of Education and the bidder and the bidder, *when required*.

FOR THIS RFP A FORMAL CONTRACT Is Required Not Required

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If a formal contract is not required by the Board of Education, an approved and signed Winslow Township Board of Education Purchase Order will constitute as a contractual agreement.

When a formal contract is required the successful bidder shall sign and execute said contracts and return said contracts along with the following:

1. Performance Bond in the total amount of the Contract (if Required)
2. Insurance Certificate with the Winslow Township Board of Education as an additional insurance (if Required)
3. Affirmative Action Evidence Affirmative Action certificate or complete form AA 302 and return the pink copy.
4. Business Registration Certificate
5. Other required documents as may be outlined in the RFP specifications.

The executed contracts and related documents must be returned to:

Winslow Township Board of Education
Dr. Ann F. Garcia
Business Administrator/Board Secretary
30 Cooper Folly Road
Atco, NJ 08004

Within ten (10) days of receipt of notification. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with the bid security becoming property of the Winslow Township Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder.

C. Renewal of Contract

The Board of Education may, at its discretion, request that a contract be renewed in full accordance with N.J.S.A. 18A: 18A-42. The School Business Administrator may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education.

The Board of Education is the final authority in awarding renewals of contracts.

D. Term of Contract

The successful bidder, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specification on or before the date listed in the General Specifications.

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E. Purchase Order

No contractor/vendor shall commence any project or deliver any goods until they are in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

15. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms * provided by the board that are to be returned with the bid. If there are any forms that the Board is to provide that are either missing or illegible, it is the responsibility of the bidder to contract the Business Office at (856-767-2850 x 7510) for duplicate copies of the form. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with their bid.

All documents returned to the Board shall be signed with an original signature in ink. Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A 2(y) (non-responsive). The Board will not accept facsimile or rubberstamp signatures.

*Forms provided by the Board of Education that must be returned with bid.

- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non Collusion Affidavit
- Stockholders' Disclosure/Ownership Declaration
- Contractor/Vendor Questionnaire and Certification
- New Jersey Business Registration Certificate
- Pay To Play Forms
- RFP Proposal Forms

*Please check bid package for these forms!

16. INDEMNITY

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

17. INSURANCE

Required X Not Required

The bidder to whom this contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires,

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insurance of the types and amounts listed below.

The Contractor shall not commence work under this Contract until he has obtained all insurance as delineated in the specifications.

If any of the above work is subcontracted, all of the insurance specified above as being required to be furnished by the Contractor, including the same limits and special endorsements as are required for the Contractor (including workers' compensation insurance), shall be provided by, or on behalf of, each such subcontractor.

PLEASE NOTE: The contractor who is awarded this bid will be required to Name the Winslow Township Board of Education as "Additional Named Insured" prior to commencement of this project.

Proof of Insurance

The Contractor shall furnish satisfactory proof of the required insurance. This proof shall consist of four (4) certificates of each insurer insuring the Contractor or any subcontractor employed on the project under this Contract.

The bidder shall indemnify and hold harmless the Board, its employees and agents for any and all claims, liability, damages and expenses, including reasonable attorneys fees arising out of, resulting from or in connection with this bid, which are caused by any error, omission, neglect or intentional act of the board, its employees and agents.

18. INTERPRETATIONS AND ADDENDA N.J.S.A. 18A:18A-21(C-1)

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to: Dr. Ann Garcia, Business Administrator Winslow Township School District, 30 Cooper Folly Road, Atco NJ 08004;; and to be given consideration must be received at least three (3) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, will be provided in accordance with N.J.S.A. 18A:18A 21 (c-1) to the bidder by certified mail or certified fax no later than one (1) day, Saturdays, Sundays, and holidays excepted prior to the date for acceptance of the bids. All addenda so issued shall become part of the contract document. If addenda are issued, the bidder shall submit a form acknowledging receipt.

19. LIQUIDATED DAMAGES

The successful bidder, upon failure or refusal to execute and deliver the contract and bond required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Board of Education, as liquidated damages for such failure or refusal, the security deposited with their bid.

20. NON-COLLUSION AFFIDAVIT

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A notarized Non-Collusion Affidavit must be submitted with the bid. (N.J.S.A. 2A:93-6)

21. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor
- Packing slips
- Invoices

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. –40.1. The Board may, at its discretion may make partial payments. All payments are subject to approval by the Board of Education at the public meeting. Payment may be delayed from time to time depending on the Board of Education meeting Schedule.

22. QUALIFICATION OF BIDDERS- Contract/Vendor Questionnaire Certification form
The Winslow Township Board of Education may make such investigations, as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor/Vendor Questionnaire Form and return same with the bid and shall furnish all information to the Board as the Board may require to determine the contractor's/vendors ability to perform the duties and obligation as outlined in these specifications.

23. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law – N.J.S.A. 35:5A-1 et.seq.

All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Right to Know Program
CN 368
Trenton, New Jersey 08625 –0368

All product that are delivered to the Winslow Township School District must be labeled in accordance with the New Jersey Right to Know Law (N.J.S.A. 34:5A-1 et. Seq.)
The label must list the 5 predominant ingredients and any hazardous chemicals in the product.

- A. Next to each chemical name will be the CAS number of that chemical.
- B. The label must be attached to each container (bottle, box, can, bucket, etc.)

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Material Safety Data Sheets (MSDS) must accompany the first shipment of the product. The Board of Education reserves the right to reject any shipment not in compliance with the above specifications.

24. RISK, BLAME, ETC.

During the progress of the contract work, the contractor is to assume all risk and to bear all loss occasioned through neglect or accident caused by his personnel.

25. STOCKHOLDERS DISCLOSURE

All bidders are hereby notified that all corporation or partnerships, according to the provisions of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the bid or accompanying the bid setting forth the names and addresses of all stockholders in the corporations or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, have been listed.

26. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S. 54:32B-1 et. Seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Winslow Township Board of Education. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

27. WITHDRAWAL OF BIDS

Before The Bid Opening, The Board of Education will grant a written request to withdraw a bid if the written request is received by the School Purchasing office before the advertised time for opening of bids. Any withdrawn bid cannot be **re-submitted**.

After The Bid Opening no vendor may withdraw a bid within ninety (90) working days after the actual date of the opening. Hereafter, a working day is defined as a weekday in which the Winslow Township Business office is open.

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P.L. 1975, C. 127 (NJAC 17:27)
MANDATORY AFFIRMATIVE ACTION QUESTIONNAIRE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS.

Contractors are required to comply with the requirements of P.L. 1975, C. 127 (NJAC 17:27).

A. ALL CONTRACTORS

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the successful vendor must submit one of the following to the Winslow Township:
 - (a) An existing federally approved or sanctioned affirmative action program.
 - (b) A Certificate of Employee Information Report Approval.
 - (c) If the Contractor cannot present "a" or "b", the contractor is required to submit a completed Employees Information Report (Form AA-302). This form will be made available to contractors by the Winslow Township School District.

The following questions must be answered by all prospective contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes_____ No_____
 - (a) If yes, please submit a Photostat copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?
Yes_____ No_____
 - (a) If yes, please submit a Photostat copy of such certificate.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 (NJAC 17:27) and agrees to furnish the required documentation pursuant to the Law.

COMPANY_____

SIGNATURE_____

TITLE_____

NOTE: A contractor's award must be rejected as non-responsive if a contractor fails to comply with the requirements of P.L. 1975, C. 127 (NJAC 17:27).

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STOCKHOLDERS DISCLOSURE STATEMENT

COMPANY:

ADDRESS:

PHONE NO: _____

ALL CORPORATE OR PARTNERSHIP BIDDERS MUST COMPLETE THIS FORM WHICH IS IN ACCORDANCE WITH P.L. 1977 CH. 33 (N.J.S.A. 52:25-24.2.)

List shareholders or partners with 10% or more of the stock or interest in said corporation or partnership (all corporate partners or shareholders owning 10% or more of the stock must disclose their shareholders as above provided).

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

<u>Name</u>	<u>Address</u>	<u>Title</u>	<u>% Of Ownership</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I certify that the foregoing information is correct.

SECRETARY OR PARTNER _____

DATE _____

Subscribed and sworn before me
This _____ day of _____.

(Notary Public)

THIS IS A MANDATORY FILING FAILURE TO DO SO RENDERS BID NON RESPONSIVE
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Contractor/Vendor Questionnaire/Certification

Title of RFP _____
RFP Number _____ RFP Date and Time _____
Name of Firm _____
Business Address _____
City, State, Zip _____
Business Phone Number _____ Fax No. _____
Emergency Number _____
Years in Business _____ Number of Employees _____

References- Work Previously done for School Systems

<u>Name of District</u>	<u>Contact Person</u>	<u>Telephone</u>	<u>Type of Work</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Certification

I declare and certify that no member of the Winslow Township Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education is directly or indirectly interested in this quotation or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the Board has interest in the quotation, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

President or Head of Firm (Print)

Signature

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Consent of Surety

A performance bond will be required from the successful bidder. In accordance with N.J.S.A. 18A:18A-25, the Winslow Township Board of Education requires a certificate from a surety company stating it will provide the contractor/vendor with a performance bond in such sum that is required in the bid specifications and/ or for the full faithful performance of all the bid specifications and contract provisions.

In lieu of an actual certificate, the Winslow Township Board of Education will accept this form duly executed by an authorized agent or representative of a Surety Company.

To: Winslow Township Board of Education

Re: _____

Name of Contractor/ Vendor

Title of Bid/RFP

RFP/Bid Date

RFP/Bid Number

This is to certify that the _____

Name of Surety Company

Will provide to _____

Name and Address of Contractor/Vendor

A performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions, in the event that said contractor/vendor is awarded a contract for the above project.

SIGNATURE OF AUTHORIZED AGENT OF SURETY COMPANY

ATTEST: _____

Print Name of Authorized Agent

Date

Name of Surety Company

Address

City, State, Zip Code

Telephone Number

**MAINTENANCE/ CUSTODIAL/ GROUNDS/ OPERATIONS AND
MANAGEMENT SERVICES FOR THE WINSLOW TOWNSHIP SCHOOL
DISTRICT**

GENERAL RFP REQUIREMENTS

Term of Contract

Contract term is for a period of two years beginning July, 2010 with options for three one year renewals providing the terms and conditions of the contract remain substantially the same and any increase may not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time of renewal of the contract. Any contract renewal or extension is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation (NJSA 18A:18A-42).

Pre Bid Conference

A "mandatory" pre-bid conference will take place throughout the district on March 18, 2010 at 2:00pm commencing at the Winslow Township Board of Education Administrative Offices, 30 Cooper Folly Road, Atco, NJ. Firms with representatives not in attendance for the entire pre-bid meeting and district tour of each site may have their bids disqualified and rejected. Due to the special nature of the work involved that can only be seen by an in-depth visitation, the attendance of the bidders at the pre-bid conference and district tour is an integral and important element of the bidding process so that all bidders have an equal understanding of the scope of work involved. The district tour will be conducted in order to familiarize the bidders with the exact nature of the existing conditions of the buildings and grounds as well as any and all work area and requirements of the specifications for the extent and quality of the work to be performed.

Each bidder shall visit the sites and become familiar with the scope and work required and verifies all dimensions and existing conditions.

Bonds

As part of the successful submission of this bid, the bidder will provide a cashier's check or Bid Bond in an amount not less than 10% of the bid amount, but in no case in excess of Twenty Thousand Dollars (\$20,000) and must be included with this proposal. The check or bid bond will be returned to the unsuccessful bidders upon the award of contract.

As a condition to enter into this contract, the successful bidder shall provide to the District a Performance Bond equal to the total full service operating charges. The District reserves the right to negotiate a lower performance bond with the successful

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Contractor, should the District determine that it is in the best interest of the District to do so. This Performance Bond will guarantee the contractor's faithful and successful performance of all terms of the contract throughout the life of the contract as well as any and all extensions of such contract.

Sub Contracting

The bidder must be fully capable of performing the entire scope of the proposed services within its own resources and may not assign, transfer, or subject this contract or any portion thereof without the written consent of the District. The sole exception is that the Contractor, without prior approval and without being released from any of its responsibilities hereunder, assigns the Agreement to any affiliate or wholly-owned subsidiary of the Contractor. Noncompliance with this requirement will result in immediate disqualification.

Termination Clause

Any contract entered into upon acceptance of a Proposal is subject to continued funding in the annual school budget to be adopted by the Board of Education. If the Board shall, at any time, fail to appropriate money for the continuation of such contract, the contract shall be deemed terminated.

If either party fails to comply with any of the obligations required of it in this Agreement, and following receipt of written notice specifying the failure, fails to remedy and cure such failure within a reasonable time (but in no event later than a ten (10) day for failure to make any payments due and thirty (30) days in case of any other failures, then the non-breaching party shall have the right to terminate this Agreement immediately upon expiration of such remedy period. The rights of termination herein are not intended to be exclusive and are in addition to any other rights available to either party by law or in equity.

Start Up

In order for the successful bidder to be fully operational at the commencement of this contract and successfully perform under the terms of this contract, the contractor will provide additional management, to the full extent necessary, to assist in the start up of the contract. This additional management typically lasts from one to three months. There will be no additional compensation by the District for any and all costs associated with additional start up needs and expenses.

Capital Equipment Provided

At the start of the contract, the successful contractor shall provide a list of equipment, both capital and other, to be used exclusively at the Winslow Township School District as outlined in Exhibit 1. Note the brand and model number as listed in Exhibit 1, as substitutions are not recommended. If a substitution is proposed, complete and appropriate documentation must be included with the response proposal which clearly

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compares the specs for each item along with a statement of why substituted equipment is equivalent or better. Contractor shall also provide a separate list of any additional equipment, capital or other, and project supplies, they deem necessary, which contractor will be responsible for providing, to be used exclusively at the Winslow Township School District. All the equipment shall be new and of a name brand, not privately labeled and a manufactured product of the USA wherever available. The list shall include a description of equipment with make and model number. All equipment will be maintained by the contractor at the Contractor's expense without expense to the Board of Education over the life of the contract or any extensions to said contract. All equipment shall be depreciated on a basis over a period of its useful life pursuant to GAAP standards.

Title to said equipment shall pass to the School District upon completion of its depreciation. In the event that the Contract is terminated prior to complete depreciation of the equipment, the district reserves the right to exercise the option of paying the Contractor an amount equal to the undepreciated amount remaining as of the date of termination. The District will notify the Contractor of its decision to exercise this option within fourteen (14) days of contract termination.

Supplies Provided

The Contractor shall provide all cleaners, germicides, floor finishes, paper and plastics to properly perform the specifications. In addition, the Contractor shall provide all grounds supplies to successfully perform during the contract period and any and all extensions thereof. In addition, the contractor shall supply all materials, parts and supplies for preventative maintenance, corrective maintenance, and emergency maintenance work orders; and maintenance service contracts. The contractor will not be responsible to pay for individual work orders and repairs that exceed \$1,500.

All chemicals shall be properly labeled and stored and comply with "Right To Know" requirements, Documentation required by the statute for any chemical utilized within the scope of this contract shall be provided by the Contractor to the District including all MSDS materials copied and given to each building main office for inclusion in each building "Right To Know" book. Contractor shall provide a list of aforementioned supplies to be utilized in the scope of the Contract. The supplies shall be of a name brand and not privately labeled. The Contractor will provide and pay for all wet and dry mop heads and the laundering costs thereof.

As outlined in Exhibit 2, Contractor will provide, at no charge to its employees, a minimum of five (5) uniform work shirts and five (5) uniform work pants for each employee. Contractor will replace the uniforms as required to ensure a professional appearance for its employees. Additionally, Contractor will provide summer-wear uniform tee shirts for its employees.

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All employees must wear uniforms at all times. In addition, employees must wear a photo identification badge when required by the District. Suitable attire shall consist of uniforms which must be approved beforehand by the Board of Education or the authorized representative of the Board of Education. The successful Contractor shall provide and maintain at its expense, to the Board of Education, these uniforms for the entire term of the contract as well as any and all extensions thereof.

Successful contractor will provide, if necessary, two way communication devices to ensure timely networking among its employees and communication between the Contractor and the building administration and district administration. If District owns existing two way communication devices, the Contractor agrees to pay for maintenance and repair of such devices to the extent these devices are used by the Contractor.

Condition of Premises and Equipment

The premises and equipment provided by the District for use in the services operation shall be in good working condition and maintained by the District at its expense to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations) including asbestos mitigation responsibilities.

District reporting of asbestos (OSHA Asbestos Reports) is on file and available for inspection at the office of the Business Administrator. It is incumbent upon all bidders to review this document prior to bidding and throughout the term of this contract and any and all extensions thereof. The District shall NOT reimburse, indemnify, defend or hold harmless the Contractor and any of its employees against any and all liabilities, losses, assessments or claims resulting from the presence of asbestos. This provision shall survive the termination of any Agreement or contract.

Employees Salaries and Fringe Benefits

It is expressly understood that the current Contractor-employed custodial, maintenance, and grounds employees will be considered for positions as employees of the Contractor.

All bidders will be required to offer, at a minimum, the fringe benefit package as outlined in Exhibit 3. Noncompliance with this requirement will result in immediate disqualification. Any additional fringe benefits should be noted separately. In the proposal, bidder must state proposed wage rates for management, clerical, custodial, maintenance and grounds staff.

The Contractor will establish the Terms and conditions under which any employees will be hired.

The Contractor will have the sole responsibility to compensate its employees including all applicable taxes, insurances and Workers Compensation.

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All Contractor employees will comply with all rules of the District. Employees of the Contractor must be thoroughly trained, qualified and capable of performing the work assigned to them. Employees of the Contractor must be thoroughly capable of both understanding and speaking English. Employees of the contractor shall be able to effectively understand and communicate in English with the administrators and staff of the respective buildings. Employees of the Contractor will not socialize with any students of the District. All penalties shall be deducted from the contract amount due upon written notification to the Contractor for any week(s) that the minimum staffing levels have not been met.

The Contractor will provide all employees and perform a preliminary local criminal background check for each employee prior to beginning work in the District without additional expense to the District. In addition, the Contractor shall provide that all employees be fingerprinted and clear a criminal background check conducted by the State of New Jersey's Department of Education, Office of Criminal History Review, official contracted organization without additional expense to the District for all employees (NJSA 18A:6-7 et seq). Each employee or prospective employee will conduct this process immediately upon being hired by the Contractor. It is the responsibility of the contractor to check and verify with the State as to whether the requirements of an employee who is "retained" by a different company but at the same work site needs a new background check and/or fingerprinting. The District reserves the right to inspect the records of any and/or all employees of the Contractor at any time during the term of the contract with respect to same. In addition, all employees of the Contractor who may drive a District vehicle must submit a current copy of their Driver's License, insurance coverage and driver history check at the expense of the Contractor. All employee driver license abstracts must be checked a minimum of twice a year to ensure that no licenses are suspended or revoked.

Employee Absences and Penalties

The Contractor must anticipate employee absences and provide the district with an adequate backup plan for loss of work time associated with terminations, sick time and vacation. It is the expectation of the School District that the minimum staff levels as expressed in the RFP response will be maintained. Therefore an adequate supply of substitutes or coverage must be kept in order to ensure full coverage during the school year. Any time the Contractor does not provide full minimum staffing during the life of the contract, the District has the option to penalize the Contractor. The calculation shall be confirmed by reviewing detailed payroll reports, which must be provided by the Contractor monthly. The District may assess a penalty of \$50.00 per employee per day for less than full minimum staffing. All penalties shall be deducted from the contract amount due upon written notification to the Contractor for any week(s) that the minimum staffing levels have not been met.

Staffing Discharge

The Board of Education or its authorized representative shall have the right to demand the discharge of unsatisfactory employees of the Contractor from working at the Winslow Township School District. Such demand will be provided in writing to the Contractor. Actual discharge as an employee of the Contractor shall be the sole responsibility of the Contractor. The District reserves the right to refuse any employee upon notification to the Contractor, as long as that refusal does not violate any federal and state laws.

The District will not, without Contractor's written consent, hire or make an agreement with any person who has been a Contractor Management Employee within three (3) months after said Management Employee terminates employment with Contractor or three (3) months after termination of this agreement.

CONTRACTOR REQUIREMENTS

1. Must be able to demonstrate that the Bidder/Contractor is presently providing management responsibilities and services and is providing Full Service Operations including Plant Operations and Maintenance, Custodial Services and Grounds Keeping Services and has been doing so for at least five (5) Public School Districts, three (3) of which must be in the State of New Jersey. In addition, at least three (3) of the five public school districts must be the same or similar size and scope as the Winslow Township School District. Service employees providing above services must be employees of the Bidder/Contractor and on Bidder's/Contractor's payroll. Bidder/Contractor must provide a current list of clients with bid proposal that adhere to this requirement.
2. Must have a record of at least five (5) years of successful management performance of Full Service Operations in Public School environments in areas which include Plant Operations, Building Maintenance, Custodial and Grounds functions and submit references accordingly with this bid.
3. In order for the District to assess the operational capabilities and expertise of the bidder in all of the full service areas listed in item two (2) above , the Bidder must provide a detailed plan assessing any current operational problems in the District and what solutions the contractor, if successful, will provide to solve these problems. This plan must cover the Maintenance, Grounds and Custodial areas of the District's operations. Failure to provide this assessment as part of this proposal may cause immediate disqualification.
4. Must have a formalized in-service educational program for employees of the Contractor including the necessary equipment to represent the program. This

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must include audio visual aids for use by the management. The formalized in service education program must include training in management, supervision, custodial, maintenance and grounds methods and procedures.

5. Must provide evidence of adequate and readily available supplemental resources to provide an effective quality control program and make available technical and engineering support when required by the District.
6. Must have the research and development needed to keep aware of the changing technologies in plant operations, maintenance, custodial and grounds management.
7. Must provide an organizational chart of departmental operations.
8. Must provide evidence of Contractor's ability to provide qualified and experienced on-site resident managers, supervisors and employees (FTE's) who will be managed by the contractor. A listing of such personnel including a breakdown of full and part time complements of all (FTE) levels and wage rates should be included in this bid.
9. Must not employ more than 5% of the custodial and grounds work force as part time employees. All maintenance, management and day time custodians must be full time employees.
10. Must provide and maintain a computerized web based management software that includes modules to manage preventive maintenance, corrective maintenance, work order tracking, production scheduling, financial management, project management and quality control upon initiation of this contract. The computerized maintenance programs will include on site computers, laser printers and color printer. The cost of the above equipment and maintenance thereof will be solely borne by the Contractor. The Board of Education will not in any way bear the expense of this equipment. The District reserves the right to require the contractor to change computerized software, at no cost to the district, for the above purpose as it sees fit throughout the term of the contract and all extensions thereof based on changes to New Jersey State Regulations and laws.
11. The Contractor must provide and maintain, at no cost to the district, adequate independent internet capability to perform the requirements under this contract.

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12. Must provide a working copier and fax machine, and maintenance thereof for which costs will be solely borne by the Contractor. The Board of Education will not in any way bear the expense of any of these equipment costs.
13. Must provide monthly cost reports on preventive maintenance, corrective maintenance, labor usage, work order history or any other performance metric requested by the District.
14. Must provide supplemental equipment and janitorial supplies required for the custodial functions in each building. The equipment and supplies shall not be privately labeled.
15. Must meet standards of local, state and federal requirements.
16. Must provide two way communication equipment and work uniforms for full time and part time custodial, maintenance and grounds personnel as outlined in Exhibit 2.
17. Prior to the start of any work, the successful Contractor shall provide, maintain and furnish Certificates of Insurance to the District showing there is adequate insurance coverage to protect the interests of both the Contractor and the District, including workers compensation coverage for employees of the Contractor with the following minimum insurance requirements in forms and with insurance companies acceptable to the District. Further, it is agreed that the policy shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to the District prior to cancellation, termination, or material alterations of said insurance. Further, it is agreed that all policies must name Winslow Township Board of Education as "ADDITIONAL INSURED" with respect to services performed by or on behalf of the subcontractor for the Board. A HOLD HARMLESS AND INDEMNIFICATION CLAUSE in favor of the Board should also be included. All insurance coverage must be obtained and held by Contractor at no additional expense to the District for the entire term of the contract as well as any and all extensions thereto. Upon being named as successful bidder, the Contractor will provide Certificates of Insurance as evidence of such coverage at not additional expense to the District.

The Contractor will provide the following:

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY in accordance with the statutory requirements. Contractor shall require all subcontractors to similarly provide the same coverage.

Statutory New Jersey Workers Compensation	Coverage A
Employers Liability: Each Disease	\$1,000,000.00

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Each Employee	\$1,000,000.00
Each Accident	\$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY INSURANCE including Broad Form Property Damage, Broad Form Contractual Liability and General Liability Broadening Endorsement-Personal Injury Employee/Employer exclusion deleted, premises operations, independent contractor's protection, products and completed operations with the following limits of liability:

Bodily Injury	\$1,000,000.00	Each Occurrence
Property Damage	\$1,000,000.00	Each Loss
Premise Operations Liability	\$1,000,000.00	CSL
Products and Completed Operations Liability	\$1,000,000.00	CSL
Contractual Liability	\$1,000,000.00	CSL
Personal Injury	\$1,000,000.00	Each Occurrence
Broad Form Property Damage Liability	\$1,000,000.00	

The completed Operations coverage shall be written so as to protect the District in the event of damage to the District's and/or any person's property and for Bodily Injury or death in the amounts shown. This insurance shall be maintained for the duration of the contract as well as any extensions thereto. The Contractual Liability coverage will indicate that it includes the contractual obligations stipulated in the contract.

FIDELITY BONDING to cover employee dishonesty with \$50,000 Limit.

COMMERCIAL AUTOMOBILE INSURANCE including

Bodily Injury and Property Damage Liability	\$1,000,000.00	CSL
NJ Personal Injury Protection-		Statutory New Jersey
Uninsured & Underinsured Motorist Liability	\$1,000,000.00	CSL
Hired Auto Liability	\$1,000,000.00	CSL
Employer's Non Owned Auto Liability	\$1,000,000.00	CSL
Comprehensive & Collision		At Contractor's Risk

COMMERCIAL UMBRELLA LIABILITY including

Bodily Injury & Property Damage Liability	\$5,000,000.00	CSL
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18. Bidder must provide a New Jersey licensed Electrical Contractor and a New Jersey licensed Plumber.
19. The bidder must be able to follow, at all times, all applicable laws as stated in NJAC 12:90, regarding the operation of Boilers, Pressure Vessels and Refrigeration. The bidder must be able to provide a minimum of twelve (12)

employees with black seal licenses, including but not limited to one daytime custodian in each building, two maintenance employees, two grounds employees, four night employees, one manager and one night manager.

20. Must provide detailed implementation and start up plan for the facilities operation. Please include the specific activities, dates, and the names of who will be performing each of these activities.

Definition of Maintenance Activities

The philosophy of the building maintenance program is as follows. These definitions are not all inclusive but simply state general terminology relating to each category of work.

1. **Preventive Maintenance** Regularly scheduled maintenance on all mechanical systems within or on school property, which is used for day to day operations. This type of maintenance includes regularly scheduled service of all mechanical systems, inspecting the functional operation of equipment, minor maintenance such as replacing or tightening belts, lubricating bearings, replacing filters, and other work which assures and enhances the long term operating condition of the equipment. The cost of materials for preventive maintenance is to be included in your proposal

2. **Corrective Maintenance** This refers to the repairs to District real property that has deteriorated, broken or worn out and/or cannot be used for its intended purpose. This included minor maintenance on components of air conditioning systems, heating systems, and any structurally related items. The key is minor repairs; major repairs to such systems as failed chillers, boilers and roofs normally do not fall within the day to day responsibility of the Maintenance employees. Major repairs are also defined as requiring Board approval and appropriation of funds to support the repairs. It is essential that minor maintenance problems be responded to quickly as they will become worse if left unattended. The cost of materials for corrective maintenance is to be included in your proposal.

3. **Facility Improvement/Modernization** This is defined as the major alteration of an existing system which changes its present configuration; the installation or construct of an addition to a facility or mechanical system; or to completely revamp or replace major components of a facility. These are all high cost items that should be planned for and funded in each fiscal year's capital budget. However, action sometimes must be taken to eliminate a safety or health hazard and the only funds available are the maintenance operational funds. Extreme consideration must be used when utilizing these funds so as not to jeopardize those funds needed for the day to day maintenance operations in the District. No more than 5% of the productive maintenance hours should be obligated for this type of work requirement.

- 4. Facility Safety Maintenance Programs** This refers to the inspection of fire sprinkler, security and alarm systems by certified inspectors to ensure they are functionally operational. The inspection and annual certification of fire extinguishers also falls within this category. All efforts to repair these systems should be attempted by the maintenance department. Any system that is antiquated or has been abandoned in past years should be considered for replacement and funds appropriated through Board actions. No more than 5% of the productive maintenance hours should be obligated for this type of work requirement.
- 5. Capital Improvement** These funds have been appropriated through the use of special taxation or bond issues. Priorities should be established each school year for these large projects beyond normal school maintenance capabilities. Items such as replacing roofs, additions to facilities, buying new facilities, altering or any construction work would normally come from this fund. All decisions on the utilization of these funds require Board action.
- 6. Productive Hours** This refers to the hours used to maintain the buildings exclusive of sick, vacation, holiday or other negotiated time off.
- 7. Full Service** This is defined as all service employees being supplied by the Contractor and are maintained on the Contractor's payroll.

SPECIFICATIONS

INTRODUCTION

Contractor must provide administrative and technical direction for the management of the full service Custodial, Grounds, and Maintenance functions throughout the District. Such direction will include, but not be limited to, assistance in the planning, organizing, coordination, direction, training and controlling of the Contractor's Maintenance, Custodial and Grounds employees to ensure dependable performance of the District's plant operations and maintenance, custodial and grounds keeping to ensure dependable performance of the District's heating, air conditioning, refrigeration, mechanical, electrical and plumbing equipment, 24 hours a day, 7 days per week; maintain the cleaning and custodial functions in the facilities; and grounds in a condition acceptable to the District; to control cost of labor and materials; implement energy conservation measures; maintain the security of the buildings; and to maintain continuous availability of trained and experienced managers (both day and night) and technical support. The Contractor shall provide full time on site managers who will administer the proposed program daily. The on site managers shall be direct employees and on the payroll of the Contractor.

The District shall have input in the selection of the on site managers to be assigned to its facilities.

The Business Administrator/Board Secretary shall represent the Board in the administration of this contract. If the Business Administrator is not available, the Superintendent shall represent the Board in the administration of this contract. The Business Administrator and the Board shall also retain the right to request of the Contractor the replacement of an assigned manager for whatever reason the Board, or its designee, deems sufficient cause. Upon notice of such written replacement request, the Contractor will assign a new manager, subject to the Business Administrator's approval.

The Contractor shall provide administration and technical direction in the management of the Maintenance, Custodial and Grounds organization.

A. Professional Management

1. Provide resident management who will undertake all issues and normal duties of the District's department heads pursuant to the attached specifications.
2. Provide divisional management personnel to support the resident staff.

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3. Make recommendations for the department's organizational structure on an on-going basis.
4. Direct the employees in a manner providing for effective coordination of skills, time, facilities, supplies, equipment and purchased services.
5. Undertake aspects of personnel management for the department with respect to those provisions outlined in the specifications.
6. Supervise, evaluate and interface with outside vendors whose products or services affect the structure, grounds or building systems.
7. Communicate and coordinate with other District staff and principals concerning work order requests within three (3) to seven (7) working days of request.

B. Cost Effective Maintenance Resource Management

Manage all maintenance resources with strict attention to fiscal responsibility.

1. Provide the District with information necessary to properly and efficiently manage the District's Maintenance resources.
2. Maintain a parts inventory and an administrative system to control the inventory and be able to provide the District with a parts inventory at all times.
3. Provide thorough information in order to prepare District's maintenance budget.

C. Safety and Compliance

1. Provide recommendations for policies, procedures, design, construction, equipment and furnishings to facility compliance with applicable building codes, fire prevention codes, occupational safety and health codes and standards and the effective Life Safety Codes.
2. Collect and maintain as directed, documents in certification of the physical plant's compliance with the requirements of applicable laws and regulations.
3. Provide ongoing suggestions with regard to deferred maintenance deficiencies, including solutions.
4. Make recommendations to produce safe maintenance practices and eliminate hazards, district-wide.

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5. Provide and/or comply with an incident reporting system to include investigation and evaluation of incidents.
6. Provide safety related information, including Right to Know regulations, and presentations for new, and continuing education of supervised employees.
7. Maintain liaison with major safety-oriented agencies.
8. Develop and maintain a reference library of pertinent documents and publications that deal with engineering facets of safety to include all applicable building safety codes and standards.
9. Provide a written Preventive Maintenance and Safety Program for fire warning and safety systems to include:
 - a. Quarterly inspections of all fire warning and safety systems.
 - b. Written, dated and authenticated records of all inspections and maintenance performed.
 - c. Routine inspection of fire extinguishers and, at a minimum, annual maintenance. All inspections and maintenance shall be documented.
10. Participate in the District's Safety Committee Meetings.
11. Participate in the District's Principal Facilities Meetings.
12. Perform, at a minimum, an annual employee safety inspection through a third party review of the Facilities program. Implement any recommendations as required.

D. Disaster Preparedness Plan

1. Assist in the preparation and updating of a Disaster and/or Emergency Management Plan for the care of the community emergencies as follows:
 - a. Functioning as liaison with emergency facilities in the community
 - b. Assisting in the rehearsal of emergency drills and prepare a written report on the evaluation and effectiveness of the drills and any corrective actions recommended for deficiencies found.
2. Assist application of a fire protection service by:
 - a. Functioning as liaison for engineering with fire authorities and other experts as required
 - b. Designation and notification of maintenance personnel

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- c. Assignment of responsibilities to maintenance personnel
- d. Staff instruction relative to the use of alarm systems and signals, fire equipment and methods of fire containment measures
- e. Staff responsibilities in case of threat of explosion
- f. Assistance in fire and evacuation drills
- g. Staff responsibilities in case of need for lockdown
- h. Staff responsibilities in case of threat of chemical exposure
- i. Prepare a written report on the evaluation and effectiveness of the drills and any corrective actions recommended for deficiencies found.

E. Employee Direction and Development

1. Encourage and facilitate the well-being and development of all staff employees in the provision of leadership, programs and materials.
2. Provide personal leadership and clearly stated, comprehensive written instructions defining task and functions.
3. Provide and maintain current, a written organizational summary for intra and inter departmental responsibilities and relationships. Include organizational diagrams showing lines of communication, direction, and reporting relationships.
4. Provide and maintain position descriptions for each member of the facilities organization. Establish and conduct a program of individual performance review.
5. Provide and document employee orientation, in service and formalized training including, but not limited to the following OSHA required training which involve the development of written policies and procedures:
 - a. Lock Out / Tag Out –Standard 29 CFR Part 1910.147
 - b. Confined Space Entry – Standard 29 CFR Part 1910.146
 - c. Blood Borne Pathogens – Standard 29 CFR Part 1900.1030
 - d. Personal Protective Equipment – Standard 29 CFR Part 1910.132
 - e. Personal Protective Equipment- Standard 29 CFR Part 1910.133
 - f. Right to Know
6. Provide supervised self-study training materials in subject units applicable to appropriate occupational categories, qualifications and experience.
7. Hold quarterly staff meetings with employees to discuss mission, training and current issues with documentation of specific training measures and topics undertaken.

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8. Administer and direct the facilities and grounds employees.
9. Establish and maintain personnel records in accordance with existing policies and procedures.
10. Maintain a written record of employee performance, qualifications and specialized training.
11. Maintain records and make reports as part of occupational safety and health programs.
12. Make recommendations concerning the facilities and grounds personnel's organizational skills, number of hours and shifts.
13. Direct and supervise the facilities and grounds employees.

F. Performance Review and Evaluation

1. Routine safety and material inspections shall be made by the Contractor.
2. The Contractor's management personnel shall routinely conduct Facilities program status review through building tours and Principal and Business Administrator feedback.
3. The resident and divisional managers shall routinely meet with administration.
4. The resident manager shall attend, if requested, the Facilities Committee meetings and act as a member of the District team in committee participation.
5. Each employee shall have at least one annual performance appraisal and review.
6. A monthly status report of incomplete job orders shall be provided to Principals and Business Administrator.

G. Preventive Maintenance Systems

The Contractor is required to provide the current version of its computerized maintenance management program. The program will provide for the on-line tracking of maintenance activities, including the creation of both preventive maintenance and corrective work orders; for the addition and removal of equipment, and for the scheduling of new equipment for inspection. The program will provide for:

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1. A documented method for Principals and staff to submit their work requests
2. Hand held computers to perform quality control inspections
3. Tracking of maintenance activities, including the creation of both preventive maintenance and corrective work orders
4. Provisions for the addition and removal of equipment as required
5. Provisions for the scheduling of new equipment for inspection.

It shall also provide numerous reporting capabilities including, but not limited to:

Outstanding, scheduled and completed work order reports,
Equipment listings, both summary and detail,
Equipment cost histories, and
Employee and contractor listings

H. Trade Activities

Routine and corrective maintenance trades activities will be undertaken by New Jersey Licensed Electrician, HVAC and New Jersey Licensed Plumber who are employees of the Contractor. Departmental staff personnel within these categories will be under the direction of the resident manager. These activities are those planned for the normal functioning of the department and are, of course, subject to modification by changed circumstances or on direction by the District. All repairs must be according to the applicable federal, state and local standards/codes. The following are typical maintenance trades activities:

ELECTRICAL

- a. Troubleshoot circuitry up to 480 volts
- b. Replace up to 277 volt switches, fuses and current breakers
- c. Install motors up to 480 volts
- d. Install and repair incandescent, fluorescent and vapor lamp fixtures, including ballasts
- e. Read and record meter readings

PLUMBING

- a. Install and repair piping
- b. Install valves
- c. Repair valves
- d. Troubleshoot plumbing and waste water systems
- e. Install and repair toilets and sinks
- f. Remove piping blockages
- g. Install and repair minor steam trap problems and grease traps

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- h. Drain irrigation systems and outside plumbing (water fountains) before the winter season
- i. Read and record meter readings

MECHANICAL/HVAC

- a. Repair windows and doors
- b. Adjust heating and cooling controls
- c. Minor repair to pneumatic controls
- d. Install V-belts and sheaves
- e. Carry out general lubrication as needed
- f. Install and repair minor mechanical equipment
- g. Troubleshoot and make minor boiler and furnace repairs
- h. Troubleshoot and make minor repairs to A/C and air handling equipment
- i. Troubleshoot and make minor repairs to refrigeration and freezer equipment

PAINT AND PLASTER AND CELING TILES

- a. Repair minor damage to sheet rock and plaster
- b. Replace ceiling tiles as needed
- c. Prepare annual painting schedule
- d. Implement painting schedule based upon mutual agreement with the District's Administration
- e. Touch up painting after repairs performed

I. Administrative Specifications

The Contractor's resident manager will assume all routine duties normally carried out by the head of the maintenance, custodial and grounds functions. Specific areas or responsibility are:

Supervision-The Contractor's resident manager will assume line management duties controlling direct labor activities including: hiring, termination, task assignments, job description, scheduling, training, application of personnel policies and direct labor hour justification

Financial Accountability-In accordance with the direction given by the District, certain aspects of financial control and budget compliance for the maintenance function shall fall within the responsibilities of the Contractor's resident manager, including:

- Assembling estimates and quotes for District evaluation
- Evaluate and recommend cost alternatives
- Inspection of work performed, including sign-off of completed work by outside contractors

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Aspects of financial control and budget compliance for the maintenance functions shall fall within the responsibilities of the Contractor's resident manager including: budget preparation, interpretation and reconciliation evaluation of capital expenditures, control of expense, charges, justification of expenditures and control of petty cash account. Knowledge of, and compliance with, New Jersey State Law and Contracts Law is essential.

Staff Interaction-The Contractor's resident manager will undertake to initiate, develop and maintain sound and cordial working relationships with members of the School Board, faculty, administration and staff throughout the School District including: routine discourse as to facilities related issues, open solicitation of ideas and involvement in maintenance issues as appropriate, strong bilateral communication.

Preventive Maintenance and Corrective Work Order System-It shall become the direct responsibility of the Contractor's resident manager to apply, develop and maintain the preventive maintenance and corrective work order systems, including but not limited to the following specifics: assist in the inventory and start up process, train the maintenance staff in the use of all systems, customize the work order instructions to the facility, draft work order procedures, frequently review system generated reports and activities, coordinate on-site systems application with District and corporate support groups.

Policies and Procedures-The Contractor's resident manager shall create or augment, develop public and apply policies and procedures appropriate and necessary to the maintenance function including but not limited to:

- Emergency Call-In List
- Work Order Procedures
- Personnel and Safety Policies and Procedures
- Assignments Accountability
- Time Accountability

Planning-The Contractor's resident manager shall assist the District in generating fiscal, capital, administrative and project plans for the maintenance, custodial and grounds functions as required to fully integrate the function into the total facility plans.

Property Control-The Contractor's resident manager shall assist the District in maintaining accountability for the use and maintenance of capital assets, parts, components, and inventories including: actions and/or recommendations as to equipment use, inspection and repairs as well as control of parts and supplies.

Outside Vendors-The Contractor's resident manager shall function as the contact point for outside vendors and contractors as directed by Administration. This includes supporting specification preparation, bid solicitation, proposal evaluation, vendor selection, contract supervision, invoice review, approval and vendor communications.

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Energy Control-The Contractor's resident manager shall evaluate energy consumption and the activities and equipment affecting the consumption. Specifically, the Manager shall:

- Review monthly energy usage records
- Initiate, coordinate and emphasize conservation activities, both internally and with corporate staff
- Actively pursue conservation techniques.

Reporting-The Contractor's resident manager shall issue such monthly reports as shall be deemed necessary by the District to fully apprise the administration of current and planned activities, maintenance activities and status, budget compliance, personnel issues, equipment and facility status, energy consumption, as well as departmental problems and objectives.

Records-The Contractor's resident manager shall initiate, compile and maintain records, reports and files necessary for the smooth and optimal functioning of the custodial, maintenance and grounds department, such as:

Time Sheets	Work Orders	Preventive Maintenance
Code Compliance	Safety	Fire Alarms
Equipment	Energy	Vendors
Inventory Control	Reports	Personnel
Budgets	Planning	Security

Code Compliance-The Contractor's resident manager shall function to research, review, apply and make recommendations concerning compliance with local, state and national codes, statutes and ordinances.

Safety and Security-The Contractor's resident manager shall support the District for providing a safely maintained and functionally secure facility to include:

- Maintenance of all facility doors, windows and means of fire egress
- Routine review of normal and emergency power supply
- Recommendations to administration concerning safety/security issues
- Maintenance of facility equipment and structures to effect a safe environment.

REPORTS TO BE SUPPLIED BY CONTRACTOR

Reports designated by the District shall provide all information related to work that has been scheduled, taken place, backlogged or outstanding for all building, maintenance, grounds, athletic fields, vehicles, contractors, etc. on a monthly bases or more frequently upon request of the Business Administrator.

The computerized program must be able to sort and organize cost data by School District defined parameters, i.e. cost center, school, capital/not capital, expenditures,

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department, in-house, contactor, cost repairs by building, location, month, day, year, etc.

Computerized reports will typically contain the following information:

- | | | |
|---|----------------------------------|-------------------------|
| -work request description | -priority level code | -person requesting work |
| -trade or craft needed/assigned | -date of requested work | -work location |
| -approved by | -date of approval | -date scheduled |
| -cost center | -date of service | -date completed |
| -work order status | -employee/contractor assigned | -trade(s) assigned |
| -actual hourly rate paid | -designation of regular and OT | -materials/supplies |
| -# of hours to needed to complete | -wages associated with employees | -outsourcing needs |
| -name of employee responsible for attesting that the job was completed satisfactorily | | |

Some of the required reports include:

- School Maintenance Activity Reports
- School Maintenance Scheduled Work Report
- School Maintenance Backlog Report
- School System Maintenance Activity Report
- School Board Scheduled Maintenance Report
- School System Maintenance Backlog Report
- Grounds Maintenance Activity Report
- Contractor Maintenance Cost/Accountability Reports
- Equipment Cost Report
- Vehicle Cost Report
- School System Maintenance Cost Report
- Grounds Maintenance Cost Report

CUSTODIAL DUTIES

The performance of this contract will include the following custodial duties (See Performance Specifications A-D)

In addition to the management and supervision of the cleaning/custodial functions for the Winslow Township School District, the performance of this contract will include the following custodial duties:

1. Provide a computerized custodial management system for personnel management, production scheduling, financial management, project management and quality control.
2. Provide all management and technical personnel on the contractor's payroll as may be required to efficiently accomplish the services required.

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3. Contractor shall provide a list of all equipment to be used in the District. Additional equipment shall be new and of a name brand, not privately labeled. This list shall include a description of equipment with make and model number.

All capital equipment shall be depreciated as per GAAP standards. Title to said equipment shall pass to the District upon completion of its depreciation. In the event that the Contract is terminated prior to complete depreciation of the equipment, the school district has the right to pay Contractor an amount equal to the undepreciated amount remaining as of the date of termination subject to an independent appraisal of condition and costs.

PERFORMANCE SPECIFICATIONS

- Specification A: Daily Cleaning Schedule
- Specification B: Weekly Cleaning Schedule
- Specification C: Project Cleaning
- Specification D: Miscellaneous Responsibilities
- Specification E: Minor Corrective Maintenance
- Specification F: Grounds Maintenance and Scheduling
- Specification G: Work Excluded From Service

SPECIFICATION A
Daily Cleaning When Students Are In School

Monday – Friday

- 1. Classrooms, Laboratories, Multi Purpose Rooms**
 - a. Empty waste receptacles. Damp wipe soiled receptacles. Replace plastic liners when soiled.
 - b. Empty recycling receptacles and separate garbage and various types of recycling based on Borough and County requirements.
 - c. Spot clean glass in doors and partitions and on the inside of windows to remove smudges.
 - d. Empty pencil sharpeners.
 - e. Spot clean walls, doors and ledges as needed.
 - f. Damp wipe and sanitize, door handles, water fountain handles, table tops, desk tops and chairs.
 - g. Vacuum clean the traffic patterns on any carpets (four days per week) and check for spot cleaning. One day each week vacuum the whole carpet.
 - h. Dust window sills, unit ventilators ceiling vents, chalkboard sills, etc.
 - i. Mop floors as needed, except in carpeted areas.
 - j. Clean and sanitize sinks and bathrooms and replenish paper towels.
 - k. Spot clean carpets.
 - l. Rearrange furniture as needed.
 - m. Clean sinks and sanitize other restroom fixtures in classrooms in accordance with the rest room cleaning procedures for classrooms with bathrooms in them.
 - n. Report maintenance needs (lighting, plumbing, broken fixtures, broken furniture, graffiti, vandalism, etc.)
- 2. Rest Rooms**
 - a. Thoroughly clean and sanitize rest rooms after school each evening, and police all rest room areas.

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- b. Remove trash to collection point. Separate trash and recycling as appropriate.
- c. Refill paper towel dispensers, soap dispensers and toilet paper containers.
- d. Sweep and sanitize floors and disinfect plumbing fixtures, including all basins, bowls and urinals, inside and outside, nozzles, lavatory faucets, doors, door handles, etc.
- e. Clean and scrub floor tiles. Clean epoxy floors based on recommended cleaning procedures for this type of surface.
- f. Polish mirrors and bright work.
- g. Damp wipe partitions with disinfectant.
- h. Spot clean walls.
- i. Remove body oil and soap film build up, sanitize and clean water drains of debris.
- j. Clean soap dishes and dispensers.
- k. Remove graffiti and report vandalism
- l. Check to be sure plumbing is operational; that there are not stoppages or leaks.
- m. Report maintenance needs (lighting, plumbing, broken or leaking fixtures, graffiti, vandalism, stoppages, etc.)

3. Offices, Lounges and Conference Rooms

- a. Empty waste receptacles and damp wipe them to remove soil.
- b. Dust and sanitize clear areas of furniture tops, shelves, sills and ledges.
- c. Spot clean glass in doors and partitions. Wipe dry as needed.
- d. Clean sinks and other rest room fixtures in offices in accordance with the rest room cleaning procedures.
- e. Dust mop smooth floors with a dust mop. Sweep wooden or concrete floors.
- f. Spot mop floors (except carpeted floors) to remove dirt and soil.
- g. Vacuum entire carpeted area every day of the week.

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- h. Spot clean smudges on windows, walls, door facings and doors.
- i. Rearrange furniture as needed.

4. Entrances, Lobbies and Hallways

- a. Empty waste from waste receptacles. Damp wipe soiled waste receptacles. Replace plastic liners when soiled.
- b. Clean smudges and soil from glass in partitions and doors.
- c. Vacuum any carpets or mats and check carpets for spot cleaning.
- d. Dust mop floors.
- e. Spot mop floors to remove heavy soil.
- f. Remove scuff marks as needed.
- g. Clean and sanitize water fountains and door handles.
- h. Spot clean smudges on walls, door facings and doors.
- i. Place appropriate signage (i.e. wet floors) for safety reasons.
- j. Pick up any items that have been dropped on floors throughout the day.
- k. Clean any spillage or soiled spots on floors with a mop. Spot clean spills on carpets.

5. Cafeteria and Lunch Rooms, Multi Purpose Rooms and Faculty Lounges

DURING SCHOOL HOURS:

- a. Monitor cafeteria operations with adequate number of personnel per building.
- b. Set up and break down lunch tables and reset for others uses.
- c. Sweep and spot mop spills and major pieces of litter from the floor.
- d. Set up waste and recycling receptacles as needed.
- e. Empty waste from waste and recycling receptacles as needed.
- f. Clean and sanitize door handles.
- g. Kitchen personnel will clean and sanitize tables and chairs.

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AFTER SCHOOL LUNCH TIMES AND AFTER SCHOOL HOURS:

- a. Sweep and damp mop floors daily.
- b. Scrub spots where soiled.
- c. Spot clean walls, ceilings and arrange furniture.
- d. Clean glass partitions, doors and door handles.
- e. Damp wipe and sanitize table tops and chairs with a mild germicidal disinfectant.
- f. Vacuum carpeted areas thoroughly.
- g. Use floor machine on Middle School rubber floor daily.
- h. Clean and sanitize drinking fountains.

6. Locker Rooms, Dressing Areas

- a. Empty and clean waste and recycling receptacles.
- b. Damp clean and sanitize benches and furniture.
- c. Spot clean and sanitize walls, furniture and lockers.
- d. Wet mop floors daily with germicidal solution.
- e. Remove pieces of dirt, soap, foreign matter.
- f. Wipe down walls with germicidal solution.
- g. Clean and sanitize sinks and drinking fountains, where applicable.

7. Gyms

- a. Dust and damp mop floors daily.
- b. Use appropriate floor machines as needed.
- c. Reset basketball backboards as needed.
- d. Empty trash and recycling receptacles.
- e. Clean and remove garbage under and behind bleachers.

8. Stairways

- a. Spot clean walls.
- b. Mop stair treads.
- c. Vacuum carpets and spot clean as needed.
- d. Wipe down and sanitize hand rails with germicidal solution.
- e. Report wear and tear to stair treads for replacement, as needed.

9. Daily Indoor Policing

- a. Entrances, Lobbies, Halls and Other Public Areas:

- Sweep outside steps and nearby sidewalk to keep soil away from door (up to 15 feet from entrance)
 - Supply matting and runners to prevent trips and falls. Keep matting and runners clean and dry at entrances and in good condition. Use vacuum, if necessary. Spot mop areas to remove tracked in water, soil, salt, etc.
 - Place appropriate signage (i.e. wet floors) for safety reasons.
 - Keep waste and recycling receptacles emptied as required.
 - Pick up any items that have been dropped on floors.
- Clean any spillage or soiled spots on floors with a mop. Spot clean spills on carpets.

- b. Rest Rooms

- Empty restroom trash receptacles as required, but in no case less than daily.
- Check and refill paper towel and toilet paper dispensers as required, but in no case less than daily.
- Spot clean and sanitize soiled basins, toilet seats and any other fixtures and partitions.
- Clean and disinfect any spillage or soiled spots on floor, walls, fixtures, etc.
- Wet mop floors with germicidal solution.
- Follow cleaning instructions as outlined in Item 2 of this Specification A.

10. Daily Outside Policing

- a. Empty waste and recycling receptacles and replace plastic liners.
- b. Keep walkways clear of debris.
- c. Remove obvious debris from grounds, athletic areas, parking areas, bushes, etc.

SPECIFICATION B

Weekly Cleaning When Students Are In School

1. Classrooms, Laboratories, Libraries, Auditorium and Shop Areas

- a. Thoroughly mop smooth flooring surfaces with a mild sanitizing solution.
- b. Completely vacuum carpeted areas, moving all furniture and rearranging as needed.
- c. Damp wipe and sanitize doors, door frames and door handles.
- d. Dust window ledges, sills, blackboard ledges, displays and decorations. Dust horizontal furniture surfaces, inspect student desktops and spot clean them to remove soil, heavy markings, graffiti, gum, etc.
- e. Dust vertical furniture surfaces and equipment, wall vents, ceiling vents, vertical wall trim, window fixtures, closets.
- f. High dusting.
- g. Clean, sanitize and polish doorknobs, push plates and kick plates.
- h. Clean and damp wipe chalk board trays daily.
- i. Collect any recycling materials and remove to appropriate containers.
- j. Collect all garbage and remove to appropriate containers.
- k. In areas which have terrazzo, resilient tile floors, epoxy floors, etc. which are coated with floor finish or floor wax, buff the floors, when needed. Dust mop floors after buffing. If there are sealed concrete floors coated with floor finish or floor wax, these should be buffed monthly.

2. Rest Rooms

- a. Damp wipe vertical surfaces with a mild sanitizing disinfectant.
- b. De lime urinals
- c. Clean, sanitize and polish doorknobs, push plates, kick plates.
- d. Check ceilings and ceiling vents for dust and cobwebs and dust and clean accordingly.

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- e. Dust ledges, vents (wall and ceiling), partitions and light fixtures above sinks.
- f. Clean mirrors.
- g. Report all graffiti daily in rest rooms.
- h. Report all leaks, back ups, etc. daily.
- i. Machine scrub restroom floors with a sanitizing disinfectant.

3. Offices, Lounges and Conference Rooms

- a. In areas which have ceramic, concrete, terrazzo, epoxy and resilient tile floors, damp mop the entire area.
- b. Completely vacuum clean carpeted areas.
- c. Dust vertical furniture surfaces, wall vents, ceiling vents and vertical wall trim.
- d. Clean and sanitize doorknobs, push plates and kick plates.
- e. Check ceilings for dust and cobwebs daily and clean as needed.
- f. Spray buff smooth surface traffic patterns every week. Spray buff entire flooring area monthly.
- g. Clean and sanitize telephones with a mild sanitizing disinfectant.

4. Entrances and Lobbies

- a. Clean entrance way glass.
- b. Completely damp mop ceramic, concrete, terrazzo and resilient tile floors.
- c. Dust vertical furniture surfaces, wall vents, ceiling vents and vertical wall trim.
- d. Dust window sills, ledges and furniture tops.
- e. Clean and sanitize brass and other doorknobs, rails, push plates on doors, kick plates on doors and other pieces of trim.
- f. Check ceilings and ceiling vents for dust and cobwebs and clean and remove if evident.

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- g. Shampoo carpeted areas monthly.
- h. Wipe baseboards.
- i. Twice per week-Use 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 vertical surfaces within six (6) feet of ground level with a mild sanitizing disinfectant.
- b. Spray buff resilient flooring surfaces which are coated with floor finish or wax.
- c. Wash and use floor machine on rubber floor daily.
- d. Vacuum upholstered furniture.
- e. Clean and sanitize doorknobs, push plates and kick plates.

6. Locker Rooms, Dressing Areas and Gyms

- a. Thoroughly mop under movable gym seats (as needed, minimum monthly).
- b. Thoroughly mop under unmovable gym seats daily.
- c. Thoroughly vacuum floor areas.
- d. Clean and sanitize handles and other washroom hardware and shower heads, if present, using a mild germicidal disinfectant.
- e. Thoroughly damp wipe and sanitize vertical wall and locker surfaces within six (6) feet of floor level with a mild germicidal disinfectant.
- f. Remove dust and cobwebs from walls, vents, locker tops and ceilings.
- g. Clean and sanitize doorknobs, push plates and kickplates.

7. Stairways

- a. Dust mop. Dust handrails and any sills or ledges.
- b. Wash and sanitize handrails with a mild germicidal disinfectant.

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- c. Completely damp mop treads.
- d. Wash stair risers bi-monthly to remove soil, scuffs and shoe marks.

8. Minimal Service Areas, Mechanical Areas

- a. Remove trash and debris, as needed but minimum every other day.
- b. Sweep hard surface floor areas, as needed but minimum bi-monthly.
- c. Damp mop hard surface floor areas, as needed but minimum monthly.
- d. Check and fill floor drains as needed but minimum bi-monthly.

9. Hallways

- a. Clean entranceways.
- b. Completely damp mop ceramic, concrete, terrazzo and resilient tile floors.
- c. Dust vertical furniture surfaces, wall vents, ceiling vents and vertical wall trim.
- d. Clean and sanitize doorknobs including brass doorknobs, railings, push plates on doors, kick plates on doors and other pieces of brass and other trim.
- e. Check all ceilings and tops of lockers for dust and cobwebs and remove if evident.
- f. Shampoo all carpeted areas on a quarterly basis or as needed if sooner. Using a floor machine equipped with a buffing brush or pad, spray buff resilient tile and terrazzo floors. After buffing, dust mop floor as necessary.

10. Daily Outside Policing

- a. Remove debris and cobwebs from overhangs and walls.
- b. Remove debris from walkways.
- c. Remove nests, as needed.

SPECIFICATION C
Annual & Semi Annual Project Cleaning

Project cleaning will be scheduled in the following areas:

1. Floor care
2. Carpet care
3. Polish furniture
4. Wash walls, locker exteriors and waste receptacles
5. Clean out locker interiors and remove debris
6. Clear and change locker combinations.
7. Wash venetian blinds and all appropriate window coverings.
8. Wash interior and all exterior windows and skylights.
9. Vacuum and shampoo all upholstered furniture.
10. Clean and wash lighting and mechanical diffusers.
11. Dust gymnasium ceiling steel and duct work using man lift.
12. Clean elevator type equipment
13. Clean mechanical filters on all (room, hallway, office, internal and rooftop) units. Replace if necessary.

SPECIFICATION D
Miscellaneous Responsibilities

It is to be understood that, in each school, the custodians (particularly on the day shift) are there to support the school Principal, staff and students. As such, unscheduled needs will arise and need to be met by the custodial staff. There will be a day custodian available and capable of supporting the normally recurring miscellaneous duties that include:

1. Opening the Facilities, appropriate doors and turn on lights throughout the building
2. Flag raising and lowering
3. Securing the facilities
4. Morning check of functional integrity of the building and all building systems including, but not limited to, hot water, heat, boiler, air conditioning, leaks, etc. (This duty can be assigned to school maintenance technician, as well)
5. Furniture moving
6. Assist in opening of student lockers
7. Light bulb changing
8. Set up for meetings, school activities, school related activities, outside functions and graduations (including off site activities –i.e. graduations, concerts, performances)
9. Pre-class schedule activities set ups and post class schedule activity cleanups
10. Assisting in receiving and dissemination of supplies, furniture, etc.
11. Incidental graffiti removal – both internal and external
12. Reporting observed safety hazards and posting, if necessary
13. Scheduling work around evening activities, if applicable
14. Snow removal from walkways, parking lots, driveways, bus lanes, fire lanes, paths, steps, entranceways, emergency exits, etc.

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15. Other custodial duties as assigned by supervisor, Principal or Business Administrator.
16. Weekend building coverage for school and school district related activities. Weekend building/security checks and coverage, as needed and accompanying reports. Cost of coverage for these types of activities will be the responsibility of the contractor.
17. Weekend building coverage for approved activities by outside groups as designated by the Business Administrator, as required, with coverage costs to be determined annually and approved by the Board of Education and/or its designee.

SPECIFICATION E

Minor Corrective Maintenance

The Contractor will provide and maintain an issue of hand tools for each school (if none exists) to enable custodians, plan managers and school maintenance technicians to perform minor maintenance tasks. Contractor will also provide the employee training and quality assurance inspections to ensure proper performance of the tasks. Hand tools to be provided are:

Claw Hammer	Plunger
Wire Cutter Pliers	Standard Pliers
Hand Saw	Selection of Screw Drives
Adjustable Wrenches	Plumber's Snake
Stepladder	Shovel
Lubricant	Tool Box
Work Gloves	

Minor corrective maintenance will be conducted in the following areas:

1. Emergency Window Repairs

- a. Broken (replace with plywood until replacement is installed)
- b. Panes will not slide
- c. Windows will not open or close
- d. Locking hook broken
- e. Entrance door glass (replace with plywood until replacement is installed)

2. Light Replacement

- a. Globe/Cover missing
- b. Globe/Cover broken
- c. Fixture broken
- d. Globe/Cover loose
- e. Switch Cover loose/missing
- f. Light/bulbs burned out
- g. Ballasts burned out
- h.

3. Minor Wall Repairs

- a. Baseboard off wall
- b. Minor touch up painting, 12 inch circle or less
- c. Mounting and hanging of pictures, tack boards and supply dispensers
- d. Wall brackets for shelving units
- e. Mounting of shelving units, lockers, etc.

4. Door Repair

- a. Squeaks
- b. Name plates
- c. Name plate missing/broken
- d. Card holder missing/broken
- e. Door signs
- f. Door signs missing/broken

5. Exit Sign Repair

- a. Light out
- b. Sign broken
- c. Sign off wall or ceiling
- d. Sign missing

6. Blinds/Curtain/Window Coverings Repair Possible Repair/Removal

- a. Rod coming out of wall
- b. Rod bent
- c. Curtain/blinds/window coverings off rod
- d. Draw stick or cord repair/replacement
- e.

7. Desk Repair

- a. Molding broken
- b. Leg bent/broken
- c. Drawer handle missing
- d. Drawer sticks/broken
- e. Tack board replacement

8. Urinal Repair

- a. Stopped Up

9. Plumbing Repairs

- a. Nozzle stopped up
- b. Drain stopped up
- c. Faucet leaks
- d. Handle broken/missing
- e. Faucet stays on when turned off
- f. Nozzle missing
- g. Broken soap holder
- h. Handle comes off
- i. Drain cover missing
- j. Toilet stopped up
- k. Sink stopped up
- l. Toilet will not flush
- m. Flushometers broken or stuck
- n. Toilet paper holder broken/missing
- o. Toilet seat broken

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- p. Latch on stall doors broken/missing
- q. Faucet handle coming off
- r. Sink stopped up
- s. Drain stuck closed
- t. Stopper will not hold water
- u. Stopper missing
- v. Reattach/replace shelves
- w. Repair/replace paper towel dispense
- x. Clean and repair roof drains

10. Electrical Repairs

- a. Minor electrical repairs needed throughout the course of the year

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SPECIFICATION F

Work Included Under Grounds Maintenance Services

The performance of this contract will include the following grounds management duties:

1. Provide management and employees skilled in the operation of an effective grounds management program
2. Provide field support and technical back up to respond to the specific needs and concerns of the District including play areas, fields and athletic fields (maintaining safe playable surfaces specific to the sports), turf, woody ornamentals (perennials and annuals), staffing, power equipment and the outfitting of proper hand tools for the staff.
3. Provide periodical surveys of operational standards for grounds management program and upgrade as needed to improve safety, efficiency and aesthetics
4. Establish a cultural and operations calendar that outlines an annual program for grounds management practices
5. Develop and implement training programs for grounds personnel by using the following:
 - a. Audio-visual
 - b. Text and reference manuals
 - c. Professional seminars
 - d. On the job training
6. Quality control includes routine written inspections by resident manager, project engineer and on site staff to assure quality and safety on school grounds and safe/playable athletic fields
7. The program shall be designed to promote the safe and enjoyable use of recreational facilities as well as the overall attractiveness of the District. The Contractor shall provide all hand tools and any initial power equipment required. Equipment and supplies necessary to perform these services, including but not limited to snow removal supplies, mulch, plant material, grass seed, sod, hoses, sprinklers, fertilizers, herbicides, and any additional tractors, lawn mowers, edgers or trucks that might be required are the responsibility of the District.

The following services shall be performed:

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1. The levels and frequency of turf care for each site shall be established by the District and will be based on specific site use, relative impact on overall site appearance and safety factors
2. Mowing and trimming of lawns, grounds, athletic fields and courtyards will be done at intervals so as not to remove more than one third of the leaf surface. Lawns, grounds, athletic fields and courtyards shall be maintained daily and at intervals to maintain a height that does not require more than one third of the leaf surface to be cut. The frequency of mowing will be based on cultural practices, predetermined height, turf use, and turf genus species. When applicable, directional mowing will be used so as not to develop a grain on the turf. Mower blades will be sharpened on a regular basis to eliminate any tearing and tattering of the leaf blade tips. Grass clippings will be left on the turn, unless they pose a health risk to the turf or become unsightly. When required, an appropriate disposal site for grass clippings and tree leaves will be provided by the District.
3. Core aeration will be done by the contractor at least once a year on all common turfs, while athletic fields will receive a minimum of two aerations which will coincide with the associated sport provided that equipment is supplied or rented by the District.
4. Soil samples will be taken at the commencement of this contract to determine nutrient and ph levels. Results of soil samples will aid in determining fertility regimens and ph adjustments needed to grow vegetation. Expense for the initial soil samples will be that of the Contractor. Thereafter, sample analysis and all materials needed to restore nutrient levels will be that of the District. Application will take place in the appropriate season and frequency and will be determined on turf use and desired results.
5. Seeding and sodding in established turf areas will be performed on damaged areas one the causal agent of demise is determined. Genus species of turf best suitable to the climate, use of the turf areas and available light and water will be used. Athletic fields will be timed in accordance with the use of the field. Seeding during the season may be required on the baseball, softball and soccer fields in areas of heavy traffic. Materials and equipment to complete repairs will be supplies by the District.

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6. Irrigation will be performed on any areas in which equipment and water are available. Areas will be prioritized to ensure that heavily used fields are irrigated first. Frequency will be based on cultural practices, use and climate. A supply of water and equipment for application will be supplied by the District.
7. Pest Management: Contractor shall oversee the Pest Management Program. Any related measures undertaken by the Contractor shall be in accordance with New Jersey State Integrated Pest Management policies and procedures. Contractor's site manager will be responsible to be the contact person for IPM procedures.
8. Field lining will be done to properly prepare the athletic fields for interscholastic activities. Frequency will be based on field use. Equipment and supplies for proper lining of athletic fields will be provided by the District.
9. Bare earth maintenance on tracks and in-field areas will be maintained to keep up desirable condition for use. Supplies and equipment will be supplied by the District.
10. Weeds will be controlled by the Contractor with use of environmentally friendly methods. This includes turf areas, ornamental plant beds, sidewalks, parking lots and along fences. When necessary, District will hire outside chemical application vendor.
11. Control of insect populations will be managed at an acceptable threshold with the use of biological, environmentally friendly methods by the Contractor. When necessary, District will hire outside chemical insecticides vendor.
12. Playground equipment and bases will be inspected monthly and repaired as needed during the year by the contractor. Supplies and parts for repair will be supplied by the District.
13. Ornamental shrubbery will be pruned or sheared according to design intent and growth habit, and performed in a timely manner which is conducive to the plant. Rejuvenation pruning may be required and will be done when most advantageous to the plant. Any tree limbs that are a safety threat, dead diseased, damaged or corrective pruning within ten feet of ground level will

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be done by the Contractor. Appropriate equipment and disposal sites will be supplied by the District.

14. At the District's request, ornamental beds and trees will be mulched. Playgrounds will be mulched in accordance with levels based on New Jersey State Law for Playgrounds. Beds, trees and playgrounds will have a defined edge, and be kept free of weeds prior to placement of mulch. Mulch depth will be in accordance with New Jersey State guidelines. Materials and equipment necessary for bed maintenance will be supplied by District.
15. Control of diseases will be treated by the Contractor once identified as a curative versus preventive disease.
16. The Contractor will provide snow removal and sanding. Contractor will allot any and all necessary time to clear snow and sand properties from all District properties prior to the start of the regular school day. District reserves the right to call in an additional 3rd party snow removal contractor, if required, at the Contractor's expense if appropriate time and/or manpower is not allocated. Depending on timing of snow fall, Contractor will provide continued snow removal and sanding throughout the course of the school day. Depending on timing, length and height of snow fall, weekends and after-hours time will be required at no additional cost to the District. All capital equipment for snow removal will be provided by the District.

SPECIFICATION G
Work Excluded From Service

1. Sanding of wood flooring
2. Sandblasting of facility surfaces
3. Major plumbing, electrical or mechanical repairs which cannot be performed by the New Jersey Licensed Plumber or New Jersey Licensed Electrician due to the size or scope of the work issues
4. Major painting projects where time constraints and scope of work exceeds the capability of the staff and would negatively impact on their other job duties
5. Cleaning of kitchen and serving lines
6. Cleaning of chalk erasers
7. Washing or dry cleaning of curtains
8. Snow removal and sanding operations beyond the capabilities of the equipment provided by the District and/or available for use by the Contractor.

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Exhibit 1

Capital Equipment

Please detail the capital equipment you intend to provide to implement you custodial program. Please include manufacturer name, make, model #, and cost.

Exhibit 2

Communication Equipment and Uniforms

Communications Equipment:

16 Two Way Radios
1 Repeater
1 Antenna

2 Cell Phones for use by the Facilities Director and Facilities Supervisor

Uniform Service:

Contractor must provide uniforms for all full and part time Custodial, Maintenance and Grounds personnel as follows:

-5 Uniform Shirts
-5 Uniform Pants

Exhibit 3

Minimum Staffing, Wages and Hours Requirements and Fringe Benefit Requirements

[FTE Hours listed below are based on 8 hours per day times 260 days per year]

Each FTE represents 2,080 hours annually.

Per Recent New Jersey legislation for public buildings, all staffing wage requirements must meet prevailing wage.

1. Minimum Custodial Staffing Requirements by School/Building:

At least one day custodian per school. Day custodians must be full time employees of the contractor.

PM custodians as specified in your Table of Organization.

Each site must be in compliance at all times with all New Jersey State Boiler's Operators Guidelines. Each school site must be "manned" with a Head Custodial during school hours.

2. Minimum Custodial Wage Requirements:

\$8.00 per hour

Average hourly wage Of \$9.25.

3. Minimum Maintenance Tradesmen Staffing Requirements:

2.0 FRT's including 1.0 New Jersey Licensed Electrician and 1.0 New Jersey Licensed Plumber

4. Minimum Tradesmen Wage Requirements:

Per New Jersey Prevailing Wage Requirements for Camden County

5. Minimum Grounds Wage Requirements:

\$9.00 per hour

Average hourly wage of \$11.00

6. Management Staffing Requirements:

3.0 FTE's including the following delineated staff:

1 General Manager

1 Evening/Second Shift Supervisor

1 Administrative Assistant

7. Fringe Benefit Requirements:

Medical Benefits:

A comprehensive group medical plan, common with industry standards, with reasonable co-pay levels, is to be offered to all full time and salaried employees.

Employees who work more than 30 hours per week will be eligible for single medical coverage, paid for by the contractor, which shall be equal to Patriot Horizon BC-BS Plan.

Dental Benefits:

A comprehensive group dental plan, common with industry standards, with reasonable co-pay levels, is to be offered to all full time and salaried employees.

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Contractor must include evidence of medical coverage and purposed plan. Information must include co-pay levels.

Life Insurance:

A life insurance policy in the amount of \$10,000 is to be provided to each full time hourly employee at no cost to the employee

A life insurance policy in the amount of one times base salary, up to \$50,000 is provided for each salaried employee at no cost to the employee.

All full time and salaried employees will have the opportunity to purchase supplemental life insurance at group rates through payroll deductions.

Paid Time Off:

Each full time hourly employee shall receive a minimum of the following paid time off:

First Year	3 days (0 vacation, 3 sick)
Second Year	6 days (2 vacation, 4 sick)
Third Year	9 days (5 vacation, 4 sick)
Fourth Year & Onward	15 days (10 vacation, 5 sick)

Paid Holidays:

Each full time employee shall receive eight (8) paid holidays:

New Years Day

Martin Luther King Day or Presidents Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

401(k) Plan:

Each full time permanent employee who is at least 21 years of age and has been employed for at least one year is eligible to participate in a 401(k) retirement savings plan. Retained employees will be eligible for participation at day one (1).

Credit Union:

Each employee shall have access to a Credit Union through the Contractor, for purposes of paycheck direct deposit.

Tuition Reimbursement:

Each Contractor will make provisions for the reimbursement of tuition expenses for its employees for courses directly related to their employment.

Uniforms:

Each employee will be provided with five (5) sets of uniforms, to be replaced as necessary to maintain a professional appearance.

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Management:

Description of proposed on-site organization, the support for the on-site team, organizational charts for the on-site management structure and for the support of the on-site team. The description should include the names of the personnel, their areas of expertise in various aspects of facilities management, such as custodial, HVAC, grounds, electrical, plumbing, energy conservation, construction, building management, playground safety, etc.

Please provide a full Table of Organization for your proposed Winslow Township School District Facilities Department, along with weekly work schedules broken down by day & shift, and the wage rates for each position.

Evaluation of Proposals

It should be understood by each organization submitting a proposal that the nature of the school district's Plant Operations, Maintenance Management and Grounds Management Program is such that detailed specifications or descriptions of the services to be performed do not necessarily ensure a high or even moderate level of satisfaction, acceptability, or quality by the recipients of the services. Thus, the school district must select a proposal that not only meets or conforms to specifications included in the Request for Proposal, but also offers reasonable assurance of successfully meeting or exceeding the needs of the District.

Performance Record

Each organization submitting a proposal must include a list of a representative sampling of client school districts currently served by the Contractor in all areas of service required under this specification. Include name of district, contact name, address and telephone number of the Administrator most familiar with the contract and email address of that person. At least five currently served school districts must be listed and at least three of the five must be in New Jersey. The District has the right to disqualify bidder if this requirement is not fulfilled. The District will contact educational facilities served by bidding organizations, soliciting candid assessments as to the overall quality of performance.

The bidder must also supply a list of all of the districts it has ceased doing business with during the past six (6) years in the State of New Jersey and the reasons why. Bidder must include name of each of these districts, contact name, address, email address and telephone number of the Administrator familiar with the circumstances of why the contract arrangement ceased to exist. Any omissions from this list will be considered non-compliant and cause for disqualification.

The bidder must also supply a list of all districts it has had any legal matters/history with within the State of New Jersey. The District has the right to disqualify bidder if this requirement is not fulfilled. Any omissions from this list will be considered non-compliant and cause for disqualification.

Comprehensive Quantification and Qualitative Suitability

The District will evaluate each proposal in the context of the following criteria:

1. How well does the bidder's overall proposal integrate with the Winslow Township School District's existing departmental organization into their proposal? In other words, how feasible does their plan appear?
2. How well does the program provide for a comprehensive employee development/training program for both technical and supervisory personnel?

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3. How well is the training program developed and integrated into the program as opposed to “being available as needed”? Do training aids reflect processes, procedures, and equipment that will be utilized at the district for completion of the contract?
4. How thoroughly does the program provide for written standards, procedures, schedules, job descriptions, and other records? How quickly will they be implemented?
5. Does the contractor provide multiple sources of custodial supplies and equipment? If so, what are the multiple sources (be specific)?
6. What benefits does the Contractor provide to the District for future staffing reductions, if needed? What benefits does the Contractor provide to the District for future staffing increases, if needed?
7. Are the proposed assigned managers experienced in comparable positions or are they of lesser experience?
8. Does the review of assigned managers’ knowledge, background, certifications, etc. offer more options for the District?
9. To what degree does the program provide for a significant infusion of additional resources during start up? To what degree does the program provide for a significant infusion of additional resources throughout the contract timeline? When does the Contractor project that the initial implementation will be complete?
10. Does the contractor provide a comprehensive labor relations training program for assigned managers? Do they have a full time labor relations council on staff?
11. Does the contractor provide options for staff replacement in a timely fashion? If so, what methods and venues does the contractor use for each type of employee?
12. Will the contractor provide all new custodial supplies and equipment? Who will be responsible to repair/replace equipment throughout the life of the contract? Does the equipment become the property of the District at the completion of its depreciation cycle?
13. Does contractor project financial security through submission of proposal, of certified annual report including current income statements and current balance sheets>
14. Does the proposal guarantee against escalation of costs during the term of the contract? What circumstances would allow the contractor to increase the dollars sent to him during the contract period?
15. How comprehensive is the computerized preventive maintenance program offered? What quality assurance programs are built in to make sure the preventive maintenance is done?
16. Does the contractor’s on site computer software systems do more than just preventive maintenance? Does it also interface with corrective maintenance? Minor renovation projects? Daily rounds? Life safety? Personnel records? Etc.
17. How comprehensive is the contractor’s life safety program? How well will it schedule regulatory requirements? How will it infuse new requirements into the existing programs?

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18. Excluding on-site management and computers, how comprehensive is contractor's support structure in maintenance, custodial and grounds? In what areas do they provide support? What other services and group purchasing discounts do they provide and in what circumstances?
19. Are the proposed wage rates in accordance with the RFP?
20. Does bidder have the necessary labor resources, both management and technical, to effectively manage the district?
21. Are there any misrepresentations, omissions or misleading representations of fact contained in the bidder's submission or in any other communication of the contractor in connection with this bidding process?
22. Are there any deviations from the contract specifications, or from the competitive range of credible bids/proposals such as places the contractor's proposal either so excessively low as to indicate an unrealistic appraisal of the costs of contract performance, or otherwise indicating the contractor's misunderstanding of contract requirements?
23. Has the contractor had a contract terminated at a school system in the State of New Jersey? Has contractor had litigation with this school district or any other school district in the State of New Jersey? If so, where? If so, when? If so, why?
24. Has the contractor provided a detailed plan assessing current operational problems and what are the solutions the contractor will provide to solve them? Is it comprehensive and will the solutions correct the problems in a timely and cost effective manner? Did the plan cover the maintenance, grounds and custodial areas of the District's operations?
25. Has the contractor submitted all required documentation including New Jersey Business Registration Certificate and Pay To Play Forms?
26. How comprehensive is the contractor's Start-Up and Implementation plan.

Awarding of Contract

All proposal shall remain firm for a period extending 90 days from the indicated submission date for proposals.

The Winslow Township School District reserves the right to reject any and all proposals submitted. The contract will be awarded to the contractor whose proposal, as evaluated pursuant to the criteria in this specification, is deemed in the overall best interest of the Winslow Township School District, not solely on costs and charges.

If a contractor considers its proposal, or particular portions thereof, as containing trade secrets, information privileged by law, or confidential commercial or financial data, then this should be conspicuously noted.

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In submitting a proposal, each bidder acknowledges their understanding and acceptance of the above stated procedures, the methods of evaluating the proposals, terms and conditions.

Upon completion of the contract, the District will report to the Department of the Treasury regarding the contractor's performance and the District will furnish a report if the contractor's performance is not acceptable and/or if contractor is in default. N.J.S.A. 18A:18A-15.

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PROPOSAL FORM

Contractor Salaries and Fringes:

Number of Custodial Staff _____
Associated Number of Custodial FTE's _____
List Hourly Wage of Each Custodial Staff Member Anticipated for this Contract:
\$ _____

Average Hourly Wage Rate \$ _____
Average Cost of Fringe Benefits Per FTE \$ _____
TOTAL COST for Custodial Staff \$ _____

Prevailing Wage of 1 FTE Maintenance Trade Electrical \$ _____
List Hourly Wage of Maintenance/Electrical Staff Member Anticipated for this Contract:
\$ _____
Average Cost of Fringe Benefits Per FTE Electrical \$ _____
TOTAL COST for Maintenance Trade-Electrical \$ _____

Prevailing Wage of 1 FTE Maintenance Trade Plumber \$ _____
List Hourly Wage of Maintenance/Plumber Staff Member Anticipated for this Contract:
\$ _____
Average Cost of Fringe Benefits Per FTE Plumber \$ _____
TOTAL COST for Maintenance Trade Plumber \$ _____

Number of Grounds Staff Members _____
Associated Number of Grounds FTE's _____
List Hourly Wage of Each Grounds Staff Member Anticipated for this Contract:
\$ _____
Average Hourly Wage Rate \$ _____
Average Cost of Fringe Benefits Per FTE \$ _____
TOTAL COST for Grounds Staff \$ _____

Number of Overtime Hours _____
List Hourly Wage of Each Overtime Staff Member Anticipated for this Contract:
\$ _____
Average Hourly Overtime Rate \$ _____
Average Cost of Fringe Benefits Per Hour \$ _____
TOTAL COST for Overtime Hours \$ _____

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Number of Clerical/Admin Asst. Staff _____
 Associated Number of Clerical/Admin. Asst. FTE's _____
 List Hourly Wage of Each Clerical/Admin Asst. Staff Member Anticipated for this Contract:
 \$ _____

Average Hourly Wage Rate \$ _____
 Average Cost of Fringe Benefits Per FTE \$ _____
TOTAL COST for Clerical/Admin. Asst. Staff \$ _____

Number of Management Staff _____
 Number of Management FTE's _____
 List Hourly and/or Annual Wage of Each Management Staff Member Anticipated for this Contract:
 \$ _____

Average Hourly/Annual Wage Rate \$ _____
 Average Cost of Fringe Benefits per Management Staff \$ _____
TOTAL COSTS for Management Staff \$ _____

Contractor Provided Capital Equipment First Year
 (Actual associated cost) \$ _____
 Amortized Cost Over ___ Years \$ _____

Contractor Recommended Equipment and or Project Supplies \$ _____
 Amortized Cost Over ___ Years \$ _____

Contractor Ongoing Operating Charges-List specifically on separate sheet.
 (Custodial, cleaning supplies, paper, plastics, grounds supplies office supplies, maintenance supplies telephone, fax, cell phones, uniforms, service contracts ,etc.
 \$ _____

Contractor Start Up Charges if over and above

Non Chargeable Items in this Specification
 Amortized Over One Year \$ _____
 (List Specifically) _____ \$ _____

Contractor Computerized Maintenance Management System \$ _____
 Amortized Cost Over ___ Years \$ _____

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Contractor's Annual Costs for General Liability,
Auto, Workers Comp, etc. Insurance required
As Part of This Contract \$ _____

Contractor Charge for Training Development,
Labor Relations, Legal and Corporate Support \$ _____

Contractor Charge for Divisional Support \$ _____

Contractor Management Fee \$ _____

TOTAL FULL SERVICE OPERATING CHARGE \$ _____

Include the names of the personnel, their areas of expertise in various aspects of facilities management, such as custodial, HVAC, grounds, electrical, plumbing, energy conservation, construction, building management, playground safety, etc.

State the percent and amount of an increase in the total full service operating charge or indicate if your company chooses to use the consumer price index:

Average CPI for the preceding quarter prior to contract renewal Yes ___ No ___

If no, then fill out the following:

Year 3 ___% \$ _____ Year 4 ___% \$ _____ Year 5 ___% \$ _____

Contractor must state the name(s) and current school location(s) of the on-site manager and second shift manager that would be assigned to the Winslow Township School District if you are awarded this contract:

Manager _____

Second Shift Manager _____

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We, the undersigned company, certify that we have read and fully understand the attached proposal specifications including any addendums issued. We further certify that we have visited all sites and facilities covered by the specifications. We certify that the company meets all of the requirements specified.

Company Name

Company Address Including City, State and Zip

Company Telephone Number

Company Fax Number

Authorized Signature

Type or Print Name and title of Authorized Signatory

Date