

# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

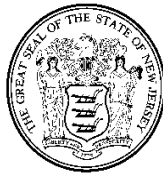
R. DAVID ROUSSEAU  
*Acting State Treasurer*

## ADDENDUM #1 T-2593

### SOLICITATION # 08-X-39968

<b>TO:</b>	All Bidders
<b>FROM</b>	General Services Unit
<b>DATE:</b>	January 25, 2008
<b>SUBJECT:</b>	<b>Janitorial Services for State Lease Facilities Less than 20,000 Square Feet</b>

Please be advised that 10% retainage is required as stated in section "5.15 RETAINAGE" of the Request For Proposal 08-X-39968. Please make the correction to number 12 on the signatory page.



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*Governor*

R. DAVID ROUSSEAU  
*Acting State Treasurer*

## ADDENDUM #2 T-0325

### SOLICITATION # 08-X-39968

<b>TO:</b>	All Bidders
<b>FROM</b>	General Services Unit
<b>DATE:</b>	January 30, 2008
<b>SUBJECT:</b>	<b>Janitorial Services for State Lease Facilities Less than 20,000 Square Feet</b>

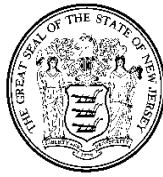
The following constitutes Addendum #2 to the above referenced solicitation. This addendum contains changes to the Request For Proposal (RFP). It is the bidder's responsibility to ensure that all corrections and changes are incorporated into the original RFP. All other instructions, terms and conditions of the RFP shall remain the same.

The following locations are no longer apart of this RFP.

Agency	Location	County	Square Footage
Department of Military and Veteran Affairs	285-289 North Broad Street Elizabeth	Union	13,193
Department of Labor and Workforce Development	285-289 North Broad Street, Elizabeth	Union	1,401
Department of Labor and Workforce Development	285-289 North Broad Street, Elizabeth	Union	9,000
Department of Labor and Workforce Development	3499 Rt. 9 North Juniper Plaza, Freehold	Monmouth	10,120

Bidder are not to submit prices for the following price lines, these price lines are no longer apart of this RFP.

00016, 00017, 00018, 00019, 00020, 00021, 00024, 00025, 00026, 00054, 00055, 00056



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*Governor*

R. DAVID ROUSSEAU  
*Acting State Treasurer*

## ADDENDUM #3 T-02593

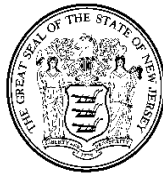
### SOLICITATION # 08-X-39968

<b>TO:</b>	All Bidders
<b>FROM</b>	General Services Unit
<b>DATE:</b>	February 7, 2008
<b>SUBJECT:</b>	<b>Janitorial Services for State Lease Facilities Less than 20,000 Square Feet</b>

The following constitutes Addendum #3 to the above referenced solicitation. This addendum contains changes to the Request For Proposal (RFP). It is the bidder's responsibility to ensure that all corrections and changes are incorporated into the original RFP. All other instructions, terms and conditions of the RFP shall remain the same.

The bidders are to change the second (2nd) paragraph under section **3.10 CLEANING RELATED REQUIREMENTS** to read as follows:

The contractor must furnish all necessary supervision, labor and criminal history background checks for all cleaning personnel, equipment, materials and supplies required to provide janitorial services as described in the RFP.



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JON S. CORZINE  
Governor

R. DAVID ROUSSEAU  
Acting State Treasurer

## ADDENDUM #4 T-2593

### SOLICITATION #08-X-39968

<b>TO:</b>	All Bidders
<b>FROM</b>	General Services Unit
<b>DATE:</b>	February 20, 2008
<b>SUBJECT:</b>	<b>Janitorial Services for Leases Facilities less than 20,000 Square Feet Northern Region</b>

The following constitutes Addendum #4 to the above referenced solicitation. This addendum is divided into the following parts:

- Part 1: Answers to electronic questions
- Part 2: Price Line omission correction

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

### PART 1

#### Price Line Omission Correction

Please add the following price line to the price sheets.

LINE NO..	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00111	Commodity Code: 910-39-074066  [JANITORIAL/CUSTODIAL SERVICES] ----- ITEM DESCRIPTION: ALL INCLUSIVE SQUARE FOOTAGE PRICE FOR JANITORIAL SERVICES AS PER SPECIFICATIONS. YEAR TWO (2) DIVISION OF YOUTH AND FAMILY SERVICES (DYFS) 570 SOUTH AVENUE EAST CRANFORD, NJ	1	SQ FT	_____	_____

## PART 2

### Answers to Questions

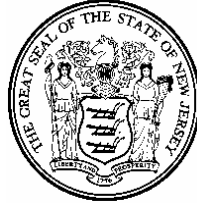
**NOTE:** All questions are submitted to the web as received by the Purchase Bureau. Corrections or changes to the question are addressed in the Answers.

\* - Is the confirmation number given to each electronic question submitted.

Number	Page Number	RFP Section Reference	Question	Answer
1 5618	14-15	3.6	Is this bid for one building under 20,000 Sq. Ft. or is it for all the sites that are on page 15 which equals to 129,858.35 sq.ft. please reply.	This Request For Proposal (RFP) is for various locations where the square footage of each location is less than 20,000 square feet.
2 5617	N/A	N/A	what company is currently cleaning and what price they charge.	The locations under this RFP are currently under term contract T0882 held by Accses NJ CNA Services. The prices may be obtained from the following website. <a href="http://www.state.nj.us/treasury/purchase/noa/contracts/t0682.shtml">http://www.state.nj.us/treasury/purchase/noa/contracts/t0682.shtml</a>
3 5639	14-15	3.6	Page 15 of the RFP, section 3.6, lists the sites covered in the RFP. There are three leases for 285-289 South Broad St in Elizabeth that total 23,594 square feet for the same location. According to NJSA 34:11 56.59, shouldn't the Federal Wage requirement apply to this site? In addition, this section of the RFP also lists 10,000 square feet at 3499 Rt 9 Freehold. the state leases an additional 34,000 square feet at this site which is not a part of this RFP. Considering the state occupies over 20,000 square feet in this location as well, shouldn't the Federal Wage requirement apply to this location as well?	Refer to addendum #2 which states that the leases located at 285-289 North Broad Street and 3499 Route 9 North Juniper Plaza have been removed from this RFP and the bidders are not to submit prices for these locations.

Number	Page Number	RFP Section Reference	Question	Answer
4 5688	N/A	N/A	Can we bid on certain locations or is this bid for all locations listed in.	The RFP is for all locations listed with the exception of the locations listed in Addendum 2.
5 5683	N/A	N/A	Do we need to bid on all sites or any we choose.	The RFP is for all locations therefore all locations must be bid.
6 5700	N/A	N/A	Is it mandatory to bid on every building site in the bid package. Please reply.	Yes
7 5722	38	5.19	Re prevailing wage: 5.19, page 39 says "If the Prevailing Wage Act is applicable to the contract,". Page 1 of the Standard Terms and Conditions, 1.3 says "The New Jersey Prevailing Wage Act - - is hereby made part of every contract - - except thos contracts which are not within the contemplation of the Act." Are we correct that this contract is covered by the New Jersey Prevailing Wage Act, and that we must pay the Federal Register defined rates for each county, plus fringe benefits? These rates are much higher than the previous requirements. Are we correct that ACCSES NJ/CNA can pay much lower rates since they contend that their employees are not fully capable?	No you are incorrect this contract does not require prevailing wage to be paid for more information the Department of Labor and Workforce Development may be contacted. The State law requirement under this contract also applies to Access NJ CNA Service.
8 5721	N/A	N/A	Per the page 5 Special Notice, ACCSES NJ/CNA will be awarded this contract if their price is up to 15% Higher than the lowest responsive bidder. Will ACCSES NJ/CNA be allowed to perform the services with regular employees as they have done in the past, or will they have to use people eligible for their tax exempt programs?	Accses NJ CNA Service will comply with the statues, regulations and laws that governs there organization.

Number	Page Number	RFP Section Reference	Question	Answer
9 5724	N/A	N/A	3.1, page 18, states that "the contractor shall adhere to the industry standard of a maximum of 25 (2500) square feet per cleaning per hour." If ACCSES NJ/CNA rates some of their workers as 50% disabled, and therefore only pays them half of the required Federal Prevailing Wage, can they still budget that person to clean 2500 square feet per hour and meet the contract requirement? If no, what will their requirements be?	As previously stated Accses NJ CNA Service will comply with the statutes, regulations and laws that govern their organization.



# Request for Proposal 08-X-39968

**For:** Janitorial Services for Lease Facilities  
less than 20,000 sq. ft., Northern Region

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	February 15, 2008	5:00 PM
<b>Mandatory Pre-bid Conference</b>	Not Applicable	Not Applicable
<b>Optional Site Visit</b>	Various	Various
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	February 29, 2008	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<p><b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)</p>	<p><b>Status</b></p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> Subcontracting Only</p>	<p><b>Category</b></p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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RFP Issued By

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

Using Agency

Division of Property Management and Construction

Date: January 24, 2008



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## **SPECIAL NOTICE TO BIDDERS**

This procurement is subject to a comparative examination with a set –aside request that may be submitted prior to bid opening by ACCSES NJ/CNA Services to the Department of Treasury, Division of Purchase and Property. In accordance with N.J.A.C. 10:99-1.1 et. seq., the aforementioned organization is permitted to have specific contracts set aside specifically for them if the price(s) offered is/are no more than 15% higher than the fair market value, as determined by the State of New Jersey. The bidder's offered price(s) will be multiplied by a factor of 115% and compared with the price(s) that had been previously submitted by ACCSES NJ/CNA Services. This RFP will be the final determinant of fair market value for the product(s) and/or service(s) required. Award will be made to the lowest responsive bidder, price and other factors considered. ACCSES NJ/CNA Services will not be permitted to revise, adjust or in any respect change its submitted price(s) after bid(s) have been opened.

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Division of Property Management and Construction (DPMC). The purpose of this RFP is to solicit bid proposals for janitorial services to be provided in facilities less than 20,000 square feet leased by the State in the Northern Region.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposals, conforming to this RFP is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms & Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2 BACKGROUND**

This is a new three (3) year term contract. The locations under this contract were previously part of a procurement presently due to expire on March 30, 2008. Bidders who are interested in the current contract specifications and pricing information may review the current contract T0682 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

#### **1.3.2 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230

**Directions to the Purchase Bureau can be found at the following web address:**  
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

**1.3.3 OPTIONAL SITE VISITS**

An optional site visit has been scheduled for this procurement on the dates and times indicated below. The optional site visit shall be completed over a two (2) day period. No other optional site visit accommodations will be made by the State. It is the bidders' responsibility to visit the sites on the dates provided below. The various locations of the Optional Site Visits will be as follows:

<b>Agency</b>	<b>Location</b>	<b>County</b>	<b>Date/Time</b>
Department of Labor and Workforce Development	107-09 Bassett Highway Dover, NJ	Morris	Wednesday 2/13/08 8:30 AM - 4:30 PM
Department of Law and Public Safety State Police	141 New Road Parsippany, NJ	Morris	Wednesday 2/13/08 8:30 AM - 4:30 PM
Department of Environmental Protection	100 North Road, Chester, NJ	Morris	Wednesday 2/13/08 8:30 AM - 4:30 PM
Department of Community Affairs	401 Water Street Bellvidere, NJ	Warren	Wednesday 2/13/08 8:30 AM - 4:30 PM
Department of Labor and Workforce Development	75 S. Main Street Phillipsburg, NJ	Warren	Wednesday 2/13/08 8:30 AM - 4:30 PM
Department of Military and Veteran Affairs	285-289 North Broad Street Elizabeth, NJ	Union	Wednesday 2/13/08 8:30 AM - 4:30 PM

Agency	Location	County	Date/Time
Department of Labor and Workforce Development	285-289 North Broad Street, Elizabeth, NJ	Union	Wednesday 2/13/08 8:30 AM - 4:30 PM
Division of Youth and Family Services	570 S. Avenue East Cranford, NJ	Union	Wednesday 2/13/08 8:30 AM - 4:30 PM
Department of Labor and Workforce Development	285-289 North Broad Street, Elizabeth, NJ	Union	Wednesday 2/13/08 8:30 AM - 4:30 PM
Department of Law and Public Safety State Police	945 State Highway 12 Frenchtown, NJ	Hunterdon	Thursday 2/14/08 8:30 AM - 4:30 PM
Department of Labor and Workforce Development	1 East Main Street Flemington, NJ	Hunterdon	Thursday 2/14/08 8:30 AM - 4:30 PM
Office of the Public Defender	84 Park Avenue Gavel Hall, NJ Flemington, NJ	Hunterdon	Thursday 2/14/08 8:30 AM - 4:30 PM
Division of Youth and Family Services	84 Park Avenue 2nd Floor, Flemington, NJ	Hunterdon	Thursday 2/14/08 8:30 AM - 4:30 PM
Division of Youth and Family Services	45 Kilmer Road Edison, NJ	Middlesex	Thursday 2/14/08 8:30 AM - 4:30 PM
Division of Youth and Family Services	595 New Brunswick Ave., Perth Amboy, NJ	Middlesex	Thursday 2/14/08 8:30 AM - 4:30 PM
Department of Treasury	2640 Route 130 Cranbury Twp., NJ	Middlesex	Thursday 2/14/08 8:30 AM - 4:30 PM
Judiciary	928 Livingston Avenue, North Brunswick, NJ	Middlesex	Thursday 2/14/08 8:30 AM - 4:30 PM
Department of Law and Public Safety State Police	1250 Ocean Ave., Covesail Marina, Sea Bright, NJ	Monmouth	Thursday 2/14/08 8:30 AM - 4:30 PM
Department of Labor and Workforce Development	3499 Rt. 9 North Juniper Plaza, Freehold, NJ	Monmouth	Thursday 2/14/08 8:30 AM - 4:30 PM

**NO QUESTIONS OR INQUIRIES WILL BE ACCEPTED OR ANSWERED DURING THE OPTIONAL SITE VISIT. ALL QUESTIONS ARE TO BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.**

#### 1.4 ADDITIONAL INFORMATION

##### 1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

#### 1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

#### 1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### 1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### 1.4.5 BID OPENING

Not applicable to this procurement.



#### 1.4.6 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### 1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury  
Purchase Bureau, PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

#### 1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** – Written clarification or revision to this RFP issued by the Purchase Bureau.

**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

**Bidder** – An individual or business entity submitting a bid proposal in response to this RFP.

**Contract** – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

**Director** – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** – The Division of Purchase and Property

**Evaluation Committee** – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** – Denotes that which is permissible, not mandatory.

**Project** – The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**State** – State of New Jersey.

**Subcontractor** – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

**Task** – A discrete unit of work to be performed.

**Using Agency[ies]** – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

## 2.2 CONTRACT SPECIFIC DEFINITIONS

Not applicable to this procurement.

### **3.0 SCOPE OF WORK**

#### **3.1 JANITORIAL CONTRACTOR**

The contractor will have direct responsibility for the completion and quality of janitorial services at multiple leased facilities within the Northern Region of the State. The contractor may provide janitorial services with its own staff or may subcontract to provide these services with qualified firms after obtaining express written authorization from the State, specifically the State Contract Manager.

#### **3.2 CONTRACTOR RESPONSIBILITY**

The contractor shall provide all management personnel, supervisors, labor, equipment, materials and supplies necessary to complete the required work.

##### **3.2.1 EXCLUSIONS**

Landscape services such as grass mowing and trimming, mulching, weeding and tree trimming are specifically excluded from this contract unless specifically requested in writing by the State Contract Manager.

#### **3.3 PUBLIC AREAS**

Public areas are defined as areas with a high public volume. Included in public areas are areas with counters to serve the public, elevator lobbies, foyers, public corridors, stairways, lavatories, cafeterias, reception areas, and any other area shared in common with other tenants in a multi tenant building. The determination whether an area is public or non-public rests solely with the DPMC.

#### **3.4 NON-PUBLIC AREAS**

Non-public areas are all other areas not defined as public areas above, such as office space, open work space, file and copy rooms, laboratories and outside dumpster areas or warehouse/large storage areas not shared with other tenants.

#### **3.5 WAREHOUSE, LARGE STORAGE, AND LOADING DOCK AREAS**

Bidders shall separately state a loaded unit cost per square foot for these areas on the lines as provided on the attached sheets. (see price lines)

#### **3.6 GENERAL SITE INFORMATION**

The State makes no representations, guarantees or warranties that the square foot measurements or any other information set forth are accurate or complete. They represent the State's best estimate. Only bidders can verify the estimates at their own expense. Accordingly, the State shall not create or be deemed to create any obligation or liability upon itself with the bidder(s) for any reason whatsoever and each bidder, by submitting a bid proposal to this RFP, expressly agrees to this understanding and shall not hold the State liable or responsible therefore. No price adjustments will be made by the State as a result of any bidder's lack of information or awareness of the actual square footage to be cleaned under this contract.

Agency	Location	County	Square Footage
Department of Labor and Workforce Development	107-09 Bassett Highway Dover, NJ	Morris	10,500
Department of Law and Public Safety State Police	141 New Road Parsippany	Morris	2,500
Department of Environmental Protection	100 North Road, Chester	Morris	9,286
Department of Community Affairs	401 Water Street Bellvidere	Warren	1,152
Department of Labor and Workforce Development	75 S. Main Street Phillipsburg	Warren	7,150
Department of Military and Veteran Affairs	285-289 North Broad Street Elizabeth	Union	13,193
Department of Labor and Workforce Development	285-289 North Broad Street, Elizabeth	Union	1,401
Division of Youth and Family Services	570 S. Avenue East Cranford	Union	12,161
Department of Labor and Workforce Development	285-289 North Broad Street, Elizabeth	Union	9,000
Department of Law and Public Safety State Police	945 State Highway 12 Frenchtown	Hunterdon	5,018
Department of Labor and Workforce Development	1 East Main Street Flemington	Hunterdon	3,095
Office of the Public Defender	84 Park Avenue Gavel Hall Flemington	Hunterdon	4,008
Division of Youth and Family Services	84 Park Avenue 2nd Floor, Flemington	Hunterdon	13,650
Division of Youth and Family Services	45 Kilmer Road Edison	Middlesex	18,456
Division of Youth and Family Services	595 New Brunswick Ave., Perth Amboy	Middlesex	10,388
Department of Treasury	2640 Route 130 Cranbury Twp.	Middlesex	3,600
Judiciary	928 Livingston Avenue, North Brunswick	Middlesex	5,300

Agency	Location	County	Square Footage
Department of Law and Public Safety State Police	1250 Ocean Ave., Covesail Marina, Sea Bright	Monmouth	1,908
Department of Labor and Workforce Development	3499 Rt. 9 North Juniper Plaza, Freehold	Monmouth	10,120

### 3.7 GENERAL REQUIREMENTS OF CONTRACTORS

The contractor must perform all tasks in strict accordance with the tasks and frequency descriptions as noted in Attachment A.

All tasks must be performed in accordance with all applicable RFP requirements. Failure to satisfactorily perform any task in accordance with the RFP provisions and/or at the frequency specified will subject the contractor to the formal complaint process and possible cancellation of the contract.

### 3.8 SECURITY REQUIREMENTS

The State reserves the right to prohibit any person from entering State facilities during hours that the facility is closed for normal business.

The contractor must ensure that the cleaning personnel do not enter, tamper, disturb, sit at, or remove, any items from desk drawers, desktops, cabinets, shelves, files, or any area that janitorial personnel are not specifically assigned to clean. The contractor shall also make certain that cleaning personnel do not use any telephones or office equipment that is not specifically provided for their use. The contractor must report any violations of these provisions to the State police within twenty-four (24) hours of the discovery. The report shall include the name of the person implicated, a detailed account of the incident, where the incident occurred, and the name of the supervisor. Any recovered items suspected of being stolen from the State shall be submitted with the report. The contractor shall actively and directly monitor and supervise the work of its janitorial staff to assure that all prescribed tasks are completed in an acceptable manner.

The contractor shall be responsible for any thefts, damage or telephone calls that are proven to be attributed to the contractor's personnel.

The contractor's personnel shall only take their breaks in the cafeteria or assigned break area. No food or drink shall be consumed in any other area.

All contractors' personnel shall wear a uniform supplied by the contractor bearing the contractor's logo or other company identification. The uniform shall consist of a shirt and trousers or smocks or overalls and must be worn on the job at all times. The uniforms shall be of the same color and design and company's name must be visible.

Contractor's personnel must display a laminated photo identification issued by the contractor. The identification shall clearly display the individual's first and last names, printed in block letters underneath the photo. The contractor's logo shall also appear on the picture side of the card. The individual's date of birth, identification number, and signature shall be included on the back of the identification card.

Contractor's personnel arriving for work shall not carry purses, packages, or any containers beyond the confines of the break area and rest rooms. Contractor personnel are subject to visual inspection of any containers, bag, purses, box, etc. when leaving the State facility. It is the Contractor's responsibility to supply a locked facility for the safety of its employee's possessions.

Access to floors in State facilities shall be controlled by the State security guard assigned to the facility. The contractor's personnel shall not prop open any doors, or otherwise compromise fire safety or security, to facilitate entry and egress for trash removal or any other purpose.

Applications for employment for cleaning positions shall not be accepted, and prospective employee interviews shall not be conducted in State facilities.

The State reserves the right to terminate the contract with the contractor at any time due to breaches in security caused by the contractor's personnel which the Directors deems capable of causing harm or the intent of harm.

The contractor must supply and maintain a current list of all employees used on the contract. This list must include a current active list of the "pool" of back-up employees required under the various staffing requirements of this RFP. It must include the employee's full name, date of birth and social security number. The contractor shall undertake and receive the results of the criminal history record background check for all cleaning personnel as set forth below prior to submitting the updated list to the State Contract Manager for approval of the personnel. When new personnel are assigned, this information must be given to the State Contract Manager 24 hours before the employee begins work at the facility and clearly identified as an update to the initial list. All employees are subject to security clearances as required by the State.

The contractor shall provide sign-in time sheets for each site at an area designated by the State. The designated area may be a security guard station, building management or tenant agency office. All contractors' employees shall sign-in and sign-out daily, stating times at each location. These sign-in/sign-out sheets shall be compared against the monthly invoice to verify entitlement to payment. The sign-in procedure and sign-in sheet will be the official record of employees for this contract. This shall be used by the State Contract Manager for contractor employee and work verification purposes. Failure to adhere to this requirement could result in forfeiture of payment for services rendered. The State may require the contractor to install mechanical time clocks at any/all locations. The contractor shall be responsible for maintenance, operation and installation of equipment and time cards.

The contractor shall visit each leased facility prior to the start date of the contract, obtaining keys and codes for alarm systems where applicable. These site visits shall be scheduled through the DPMC.

The contractor shall train and provide instructions to its personnel and the personnel of any subcontractor regarding activation and de-activation of all alarm systems. After a two (2) week initial start-up period, the contractor and its personnel and the personnel of any subcontractor shall be familiar with the alarm systems and be able to function without incident. Any fines incurred as a result of contractor's personnel not operating the alarm system correctly shall be reimbursed to the State by the contractor.

Bringing unauthorized personnel onto the work site shall be reason for immediate dismissal of the offending contractor's employee from the State leased space. Children shall never be permitted on the premises.



### 3.9 SECURITY CLEARANCES

As a condition of employment for purposes of determining an employee's qualifications, the contractor shall undertake a criminal history record background check for all cleaning personnel assigned to work at the leased facilities pursuant to regulations promulgated at N.J.A.C. 13:59-1.1 et seq.

The contractor shall submit to the New Jersey State Police Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information form (SBI-212B), and the appropriate fee for all cleaning personnel it may assign to work at the State leased facilities. The contractor shall not permit any cleaning personnel to work in a State leased facility until the SBI has furnished the results of the criminal history record background check to the contractor.

The contractor shall retain the results of an individual's criminal history background check as long as that person is assigned to these State leased facilities. The results of the criminal history background check must be made available to the State Contract Manager by the contractor upon request.

The contractor must ensure that all of its personnel and the personnel of any subcontractor observe all regulations in effect at the State agency, including security sign-in/sign-out procedures. Under no circumstances shall the contractor or its personnel represent themselves as employees of the State.

### 3.10 CLEANING RELATED REQUIREMENTS

All regularly scheduled janitorial tasks listed on Attachment 5A shall be covered entirely by the cost per square foot for public and non-public areas with the exception of warehouse, large storage areas and loading dock areas.

The contractor must furnish all necessary supervision, labor and criminal history background checks for all cleaning personnel (see Section Security 3.3.3), equipment, materials and supplies required to provide janitorial services as described in the RFP.

The contractor must have access to a "pool" of available, competent employees such that absenteeism does not interfere with the quality of performance or the requirements of this contract. When staffing cleaning sites for office cleaning, the contractor shall adhere to the industry standard of a maximum of twenty five (2500) square feet per cleaning per hour.

The contractor personnel must be physically able to do their assigned work and must be free from any communicable diseases. The State shall require the contractor to remove employees who are found in the State's sole discretion to be incompetent, excessively tardy/absent, intoxicated, under the influence of drugs, or who abuse the State's property in any way.

### 3.11 JANITORIAL SUPPLIES

The contractor must supply all janitorial supplies necessary to providing janitorial services under this contract, including but not limited to all paper products, toilet tissue, hand towels, sanitary napkins, tampons, liquid hand soap, plastic wastebasket and trash can liners, toilet seat covers, sanitary napkin dispensers and liners, sanitary napkin/Tampon dispensers, and toilet seat cover dispensers at no additional cost to the State. When dispensers become damaged or missing, the contractor shall supply a new dispenser if approved by the State Contract Manager. The contractor will be reimbursed for these replacements in accordance with unit prices submitted with the RFP.

The use of the following products or equivalent is recommended:

- Nibroc C-Fold Towels
- Purelin Georgia – Pacific C-Fold Towels
- Scott 2-Ply tissues
- Butcher Hand Lotion Soap
- Custodial Products Creamy Hand Soap
- Waste basket Liners – 15 x 9 x 31

The contractor shall store and secure all janitorial supplies and equipment in locations approved by the State Contract Manager. Not all State leased facilities are fitted out with janitorial closets. In such cases, the contractor shall supply lockable cabinets for the storage of cleaning supplies and equipment.

### 3.12 RECYCLED PAPER PRODUCT

In accordance with NJ Statewide Mandatory Source Separation and Recycling Act, P.L. 1987, Chapter 102, N.J.S.A. 52:34-21 et seq. and N.J.S.A. 13:1e-99.27a(3), the required recycled content shall be:

- A minimum of 50% secondary waste material
- A minimum of 25% post consumer waste

### 3.13 RECYCLED PAPER DEFINITIONS

“Recycled Paper” means any paper having total weight consisting of not less than 50% secondary waste material.

“Secondary Waste Paper Material” means paper waste generated after the completion of a paper making process, such as post consumer waste material, envelope cuttings, bindery trimmings, printing waste, cutting and other converting waste, butt rolls, and mill wrappers; except that secondary waste paper material shall not include fibrous recovered from waste water or trimmings of paper machine rolls, fibrous byproducts of harvesting, extractive or woodcutting processes or forest residue such as bark, or mill broke.

“Post Consumer Waste Paper” means any paper product generated by a business or consumer which has served its intended end use and which has been separated from solid waste for the purpose of collection, recycling and disposition of which does not include secondary waste material.

In the event the contractor desires to use a different brand, it must be equal or better than products listed and must be specifically approved by the State Contract Manager.

### 3.14 OTHER SERVICES AND PRODUCTS

The contractor must provide plastic trashcan liners of various sizes. Example: Office size wastebaskets .1 mil or greater thickness. Large containers .6 mil or greater thickness.

The contractor must supply all required sanitary napkins, tampons, and maintain dispensers in good working order. The contractor will be entitled to any revenues generated from the dispensing of sanitary napkins and/or tampons. Prices charged for dispensing shall be consistent with prevailing market rates. Costs to modify equipment due to price changes shall be at the contractor's expense.

Recycling: Contractor must empty recycling container(s) in the proper recycling hamper(s) or storage bin(s). Newspapers must be separated and placed in designated containers and cardboard boxes shall be flattened and placed in designated containers. Contractor must empty commingled (cans & bottles) recyclables in designated containers. Containers may be located inside or outside of the building. Collection of such materials may be the responsibility of the Contractor as set forth in section 3.3.7.10 below.

Collected trash and recycling containers shall not be allowed to accumulate in public areas of the building.

### 3.15 LIGHT BULBS

The contractor must replace all burnt out light bulbs and fluorescent tubes throughout the various leased facilities every day. If the fixture is not operational after a tube or bulb replacement, the contractor shall tag the fixture and notify the State Contract Manager. The light bulbs and fluorescent tubes will be purchased by the State tenants. The contractor shall provide equipment such as a ladder for its employee to reach the fixtures.

Floor mats will be furnished by the State on an as needed basis. Most facilities have floor mats to be used for inclement weather. The contractor shall install mats, clean mats and remove them as the situation dictates. These items shall be billed in accordance with the price lines for janitorial supplies of this RFP.

### 3.16 EMERGENCY CLEANING SERVICES

There may be emergency situations that require cleaning services beyond those identified in this RFP. Prices for emergency cleaning must be given as a fully loaded hourly rate on the bid sheet. Response times to emergency calls must be within three (3) hours of receipt of a request. The loaded hourly rate must be all-inclusive of all labor, materials, equipment and supplies required. All emergency cleaning services must be authorized by the State Contract Manager. The Contractor will be notified of emergency cleaning services with a telephone call from the Contract Manager.

### 3.17 PORTER SERVICES

The State may require porter services during the normal workday at a facility. Porter(s) shall provide the following services: (a) daily sweeping of all entrances and exits (including rear entrance and steps to curb). Other services shall include, but not be limited to, (b) replenishing supplies, (c) spot cleaning rest rooms, (d) spot clean windows, (e) cleaning in computer rooms and cleaning up spills. Porter services shall be billed on a loaded hourly rate basis. This service will be scheduled in advance by at least one (1) day. All porter services must be authorized by the State Contract Manager. The porter must be able to speak and understand English to be able communicate with the tenant agency.

The State may require porter services on Saturday, Sunday and/or Holidays. These hours shall be billed in accordance with the price lines for laborer porter services. The State will not pay overtime. All weekend and holiday porter services must be authorized by the State Contract Manager.

### 3.18 SIDEWALK SNOW/ICE REMOVAL SERVICES

The contractor shall remove snow/ice from all entrances and exits (including rear entrance) and sidewalks for specified locations on an as-needed basis. The contractor will be notified in writing of leased facilities for which it is responsible for snow removal. The contractor shall bill the State an all-inclusive hourly rate which includes but is not limited to, salt, sand and equipment, etc. The contractor must respond within two (2) hours from telephone notification by the State Contract Manager.

### 3.19 TRASH REMOVAL SERVICES

There may be leased facilities where remote trash removal and disposal is required because State dumpsters are not readily available. Removal of trash from these locations will necessitate the contractor to transport the trash from these buildings. The contractor shall remove and dispose of the trash daily from these locations. The State will not be responsible for any fines or violations incurred as a result of improper disposal. The State reserves the right to determine which leased facilities require this service. In addition, placement of curbside trash may be necessary, as well as removal of curbside receptacle.

### 3.20 OUTSIDE TASKS

- 1) Grounds Maintenance: The contractor shall provide the following grounds maintenance on an as needed basis to be determined by the State Contract Manager. The contractor shall bill the State on a loaded hourly rate for these services.
- 2) Sidewalk/Parking Areas (Locations which do not have Porter Services): The contractor shall sweep all parking areas and sidewalks for leased facilities on a weekly basis. The contractor will be notified in writing by the State Contract Manager of locations for which it is responsible for this service and provide a written, estimated list. Contractor shall use a loaded hourly rate basis for this service.

### 3.21 NON-SCHEDULE AND NON-EMERGENCY CLEANING SERVICES

Non-scheduled and non-emergency tasks are defined as tasks beyond those specified in this RFP to be performed by the contractor on an as needed basis. Non-scheduled and non-emergency tasks would be tasks not to be considered a safety or health hazard. Billings for these additional services will be separately stated based on the loaded hourly rates submitted on the price sheets. The loaded hourly rate must be all inclusive of all labor, materials equipment and supplies etc. All non-scheduled and non-emergency cleaning services must be authorized by the State Contract Manager.

### 3.22 LEVEL OF CLEANLINESS FOR ALL TASKS

The contractor must provide cleaning as specified to meet the quality standard in this RFP. Performance ratings will be based on actual results. Failure to meet the level of cleanliness standards shall lead to formal complaints and possible cancellation of the contract.

### 3.23 MINIMUM ACCEPTABLE STANDARDS OF LEVEL CLEANLINESS

1. Clean, Dust or Damp Wipe: Surface shall be free of dust, dirt, wax build up, smudges, marks, spots, stains, or film. Thoroughly cleaned and dusted from the complete surface from corner to corner and including corners, edges, sides, top, bottom of the surfaces, molding, crevices, ledges and any hardware attached. Free from spots, smudges, stains,

watermarks and rings. No dust streaks. Damp wiping must be dried to provide a uniform appearance.

2. Wipe Dry: Drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance.
3. Sweeping and Damp Mopping: All floors shall be cleaned and free of dirt from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. No dirt shall be left behind or next to radiators, on landings, on stair treads or on carpet and flooring adjacent to the area being swept and/or mopped.
4. There shall be no trash or foreign matter under floor mats, desks, tables, chairs or receptacles. Gum, scuffs and other matter shall be removed by spot cleaning.
5. Sweeping and Scrubbing: The floors, stairs and landing shall be thoroughly swept, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. Clean and free of dirt and debris, no water streaks, no mop marks, no gum, tar or other substances on the floor surface. Scrubbing shall be performed by machine. Edges, corners, and stair treads must be clean and free of dirt, debris and build up. Hand scrubbing may be required. Stair treads must be free of any wax. Stair treads shall not be slippery. They shall be properly rinsed and dry mopped to present an overall appearance of cleanliness. Special attention shall be given to floors in restrooms near urinals and commodes for elimination of odors and stains. Appearance shall be uniformly clean.
6. Vacuum: Thoroughly clean dust and dirt from complete carpet or fabric partitions, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. Contractors must have available High Efficiency Particulate Air Filters (HEPA) uprights and HEPA backpack vacuums. HEPA vacuum, will only be required as directed by the State Contract Manager.
7. Metal Polishing: Metal polishing may be performed by damp-wiping and drying with a suitable cloth to make the metal free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance. However, if a uniform polished appearance is not produced, the appropriate metal polish must be used for the type of metal surface based on the manufacturer's recommendations and industry standards such that no damage to the metal surface will result from use of the polish.
8. Shower Stalls, Sinks, Urinals and Toilets: Inside of stalls, bowls and urinals, outside, top, bottom (underside) and sides of fixtures including all hardware shall be clean and free of dirt, mold, mildew, streaks, stains or any build up of matter. Free of odor. The contractor shall use a anti-bacterial cleanser
9. Window Washing and Glass Cleaning: All glass shall be clean and free of dirt, grime, streaks, tape, sticky substance, cobwebs, excessive moisture, smudges and prints. Glass shall not be cloudy. Surrounding walls, woodwork and trim shall be thoroughly wiped free of drippings and other watermarks.
10. Spot Cleaning: All walls, floors, carpet, furniture, fabric and metal partitions shall be free of marks, stains, spots, spills, smudges, gum, tar and other foreign matter. Cleaned area must be large enough to blend into surrounding area.

11. Floor Buffing: Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, scuff marks, gum, tar, and other foreign matter. Floor should be buffed to a uniform shine.
12. Floor Finish: Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, old finish and old finish build up, gum tar and other foreign matter. No build up in corners or along edges and baseboards will be acceptable. All edges and baseboards shall be clean of any dirt or finish residue. No streaks, no film or powder residue on floor surface shall be acceptable. Floor shall have a uniform shine.
13. Cleaning Blinds: All blinds shall be free of all dirt, debris, smudges, stains and streaks. Cords and ropes shall be clean and free of all dirt, debris, smudges and stains.
14. Carpet Shampooing: Carpet must be thoroughly clean of dust and dirt from corner to corner, edges and ledges, under desks, chairs, trash bins, mats, signs, tables and behind doors and free from dirt and stains. No evidence of shampoo residue by touching the carpet shall be present. Chemicals used for carpet shampooing must not contain perfumes or deodorizers.
15. Computer and other electronic/electric office equipment: Must be dusted with a feather duster only. The contractor must NOT clean PC's, computer equipment with cloth, paper towels or liquid sprays, oils, water etc. of any kind.
16. Ceiling Diffusers: Thoroughly vacuum with HEPA vacuum and wet wipe to remove all debris.

### **3.24 TASKS NOT INCLUDED**

Maintenance tasks that are not part of the scope of work of the contract resulting from this RFP include the following:

- a. Cleaning acoustical ceiling tiles and tile tracks (dust/vacuum only).
- b. Cleaning of electronic and electric office equipment (dust only).
- c. Maintenance of office plants and trees.
- d. Cleaning of laboratory equipment in experiment rooms and laboratories.

The State reserves the right from time to time, to hire other contractors to perform work. The janitorial contractor must cooperate with other contractors to the fullest extent.

### **3.25 THE CONTRACTOR'S PERSONNEL AND RESPONSIBILITIES**

During the course of the contract, the State reserves the right to add janitorial services similar in scope to this RFP. Any such additions shall be in accordance with all terms, conditions, specifications, unit costs per square foot with loaded hourly rates per year contained in the contractor's bid proposal.

There shall not be an overall limit to the combined total square feet of cleaning space to be added to this contract during the term of the contract. The contractor must accept any and all additional leased facilities up to 50,000 square feet. In the event DPMC elects to add on leased facilities over 50,000 square feet to this contract, such additions will be by mutual agreement between the contractor and the State.

The State also reserves the right to use this contract to provide supplementary janitorial and other services at any location where the landlord provides basic services or in State-owned buildings under the jurisdiction of the DPMC. Any such addition must be mutually agreed between the contractor and the State and must be at the prices bid by the contractor in his original bid proposal. The contractor will be notified in writing of any such additions by the State Contract Manager.

### 3.26 ADDING OR DELETING SQUARE FOOTAGE

No guarantee of any minimum or maximum number of square feet to be cleaned can or will be made.

Square footage of all sites shall be based on square footage of record at the DPMC. Square footage confirmation shall be acknowledged in writing to the State Contract Manager after award by each contractor via site visits prior to contract commencement. The State reserves the right to delete any space within a location on a temporary or permanent basis due to the unsuitability of the space due to unforeseen events to renovation, construction, vacancy, etc. Such deletions shall be subtracted from the total square footage of record and the contractor shall not be paid for this space. The State reserves the right to add any space within a leased facility on a temporary or permanent basis. Such additions will be added to the total square foot of record. The State's Contract Manager shall direct the contractor, in writing, when such additions or deletions are required.

### 3.27 LEAD TIME

The State Contract Manager will make reasonable best efforts to provide five (5) working days as the minimum lead time for adding locations up to 50,000 square feet and fifteen (15) working days minimum lead time for adding locations over 50,000 square feet. However, immediate emergency situations may result in fewer days lead time for adding locations.

Upon thirty (30) days notice, the Director and State Contract Manager may terminate a specific leased facility for reasons including but not limited to vacating of premises in part or whole, renovations or like conditions. The State reserves to right to terminate immediately if required.

The State Contract Manager will advise the contractor of any change in the status of location(s) involved in the contract. The State Contract Manager will notify the contractor in writing when its services are no longer needed, when the agency has vacated or will vacate a site. The contractor will be paid for services that were performed up to the date of written notification. If the Contractor fails to submit proper invoices, the State will determine the payment due.

During the term of this contract, should it be mutually agreed upon in writing between the State and the contractor that the contractor is unable to fulfill its janitorial obligations in whole or in part, the State, may contract for such services with another contractor from the other region covered by this contract. Upon agreement with the State, as are made necessary by the contractor's failure to perform the replacement contractor will assume responsibility for the affected locations at the same prices, terms and conditions of its bid rates in the region for which services are required. Such agreement shall become a part of its contract upon award of the additional site or sites through contract expiration.

A listing of State leased facilities in the Northern Region included in the RFP shall be immediately covered under this contract.

IMPORTANT NOTE: The new contractor shall assume full responsibility for those locations listed as awarded. DPMC will schedule a meeting with awarded contractors fifteen (15) days prior to contract commencement date.

The new contractor must have all daily, weekly, monthly, quarterly, semiannual and annual tasks completed to bring the all State leased facilities under this contract up to the new specifications within sixty (60) days of contract award. Each contractor must submit a schedule to the State Contract Manager to assist with all quality control inspections

### 3.28 REGULARLY SCHEDULED TASKS

Regularly scheduled janitorial tasks for all State leased facilities covered under this contract are set forth in Attachment 5A. Attachment 5A represents the range of tasks identified by the State as necessary to maintain the buildings in an acceptable condition of cleanliness. Minimum frequencies are also identified. The information in Attachment 5A is intended as only a guideline to assist the contractor in planning how it will meet the standards of cleanliness identified in Attachment 5B.

The contractor shall provide cleaning as frequently as is needed to meet or exceed the established quality standards. Performance rating shall be based on results, not on the frequency or method of performance

### 3.29 DAILY TASKS

Daily tasks shall be completed five (5) days a week Monday through Friday. Daily quality control inspections shall be performed on the following workday after the services have been required by the State Contract Manager.

### 3.30 WEEKLY SERVICES

Weekly services shall be performed on Wednesday or Thursday of each week. Quality control inspections shall be held on Friday morning for weekly services by the State Contract Manager.

### 3.31 MONTHLY SERVICES

Monthly services shall be scheduled and performed during the last week of each month. Quality control inspections shall be performed on monthly services during the first week of the following month by the State Contract Manager.

### 3.32 QUARTERLY SERVICES

Quarterly services shall be performed during the months of January, March, June and September. Quality control inspections shall be held during the first week of February, April, July and October by the State Contract Manager.

### 3.33 SEMIANNUAL SERVICES

Semiannual services shall be performed during the months of January and June. Quality control inspections shall be performed during the first week of February and July by the State Contract Manager.



### 3.34 ANNUAL SERVICES

Annual services shall be performed on a schedule agreed to between the DPMC and the contractor.

NOTE: All monthly, quarterly, semiannual and annual services must be scheduled by location in writing to the DPMC at the beginning of each contract year.

### 3.35 GENERAL INFORMATION

The contractor must maintain a log of weekly, monthly, quarterly, semiannual and annual tasks performed that shall be accessible to DPMC at any time. The contractor must submit two (2) copies of these logs on February 1 and July 1 of each contract year to the DPMC.

All regularly scheduled janitorial tasks listed on shall be covered entirely by the cost per square foot. Public and non-public areas shall not include warehouse, large storage or loading dock areas.

Invoices for additional work outside the scope of the initial contract emergency, porter, snow/ice removal and outside tasks, must be submitted separately and must be based on the loaded hourly rates contained in the contractors bid proposal.

Invoices for additional work outside the scope of the initial contract for remote trash removal and disposal shall be determined for each location where it is necessary to do this service, by multiplying total square footage by yearly trash removal and disposal cost per square footage rate bid.

### 3.36 CONTRACTOR QUALITY ASSURANCE

The contractor must perform its own quality assurance inspections to assure that its work is consistently at or above established standards. The contractor must use Attachment 5C Janitorial Contract Quality Assurance Check List when performing its quality assurance inspections.

### 3.37 RECEIPT OF UNACCEPTABLE RATINGS:

In the event the contractor receives an unacceptable rating at an individual location from the State Contract Manager via telefacsimile or mail, this rating must be brought up to an acceptable level within the time frame listed below:

- A. Daily: within the next working shift
- B. Weekly: within two (2) daily working shifts
- C. Monthly, semi-annual and annual: within five (5) daily working shifts

Failure to take complete effective, corrective action for unsatisfactory performance within the corrective period shall have the following results:

First failure: Written warning to contractor with a copy in the contractor's permanent record.

Second failure: Written warning to contractor with a copy in the contractor's permanent record.

Third failure: A formal complaint, as explained below.

Fourth failure: A formal complaint.

Fifth failure: A formal complaint.

### 3.38 REPORTING FORMAL COMPLAINTS:

Section 3.5b of the Standard Terms and Conditions state that:

“Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in NJAC 17:12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond”.

For purposes of this contract, grounds for termination under the complaint procedure will be defined as three (3) findings against the contractor by the (DPP) Division of Purchase and Property Contract Compliance & Administration Unit as a result of the DPMC’s filings of the PB36 Complaint forms within any one (1) year. The three (3) formal complaints may involve one or more of the locations covered under this contract.

### 3.38 PAYMENT

For payment purposes, the contractor may submit invoices on the first working day after the last day of the month of service for which payment is sought.

### 3.39 WORK SCHEDULE

The contractor’s work schedule must be approved by the DPMC. From time to time, the contractor may be required to adjust the sequence of the daily cleaning schedule to accommodate energy-saving lighting schedules, unusual work hours, and specific site cleaning times. The contractor may be required to provide service on any day that is declared an official State holiday, at the square footage rate bid.

Janitorial work shall be scheduled Monday through Friday between the hours of 5:00 p.m. and 1:30 a.m. Any deviations from these time schedules must be approved in advance by DPMC.

Note: Should daytime cleaning be required, it shall be at the same square foot rates bid by the contractor.

### 3.40 STATE HOLIDAYS

The following holidays are observed by the State:

1. New Year’s Day
2. Martin Luther King, Jr. Birthday
3. Lincoln’s Birthday
4. Washington’s Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veterans Day
12. Thanksgiving Day (Day after Thanksgiving possible).
13. Christmas Day

### 3.41 STATE OVERPAYMENT

The State reserves the right to recoup any over-payment to contractors. Over-payments include but are not limited to such items as unauthorized work or other errors in extending unit costs; miscalculation of square footage to be serviced, etc. The State will deduct the over-payments from monthly payments due to the contractor for invoiced services rendered until the over-payment is completely collected.

### 3.42 MANUFACTURER PRICE LIST

The bidder shall submit the most current manufacturer's price list for supplies with its bid proposal.

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **four (4) full, complete and exact copies and one (1) unbound, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### **4.4 BID PROPOSAL CONTENT**

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

#### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

#### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>.

#### **4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM**

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>.

#### **4.4.1.5 SUBCONTRACTOR UTILIZATION FORM**

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml> must be completed and submitted with the bid proposal.

### **4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

#### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage  
<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>.

#### 4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this procurement.

#### 4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

##### 4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>.

##### 4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>.

##### 4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>. Refer to section 7.1.2 of this RFP.

#### 4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

##### 4.4.4.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format.

This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

#### **4.4.4.2 CONTRACT MANAGEMENT**

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

#### **4.4.4.3 CONTRACT SCHEDULE**

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

#### **4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN**

Not applicable to this procurement.

#### **4.4.4.5 POTENTIAL PROBLEMS**

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

#### **4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE**

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

##### **4.4.5.1 LOCATION**

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

#### **4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)**

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

#### **4.4.5.3 RESUMES**

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

Clearly identify the individual's previous experience in completing similar contracts.

Beginning and ending dates should be given for each similar contract.

A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.

With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

#### **4.4.5.4 BACKUP STAFF**

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

#### **4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)**

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

#### **4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE**

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.



#### 4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

#### 4.4.5.8 SUBCONTRACTOR(S)

**All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### 4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP.

Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **three (3)** years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for **two (2)** additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

## 5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

## 5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

## 5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

## 5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

## 5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

## 5.10 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

## 5.11 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

## 5.12 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract.

The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

### 5.13 CLAIMS AND REMEDIES

#### 5.13.1 CLAIMS

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

#### 5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

#### 5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

#### 5.14 LATE DELIVERY

Not applicable to this procurement.

#### 5.15 RETAINAGE

The amount of retainage is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38824.shtml>. The using agency shall retain from each invoice submitted the required percentage until 10% percent of the estimated contract amount is retained. No more than 10% per invoice may be retained. This amount shall be held through the duration of the contact and any extension(s) thereof. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance shall be released to the contractor upon award of a new contract.

#### 5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

### 5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### 5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### 5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

### 5.20 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"During the performance of this 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such 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 contracting officer setting forth the provisions of this nondiscrimination 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union 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."

#### **5.21 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

#### **5.22 FORM OF COMPENSATION AND PAYMENT**

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets.

When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

#### 5.22.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, are optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

#### 5.23 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07

NJ Standard Terms and Conditions version 07/27/07 are located on the Advertised Solicitation, Current Bid Opportunities webpage  
<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>.

#### 5.23.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

##### **2.1 Patent and Copyright Indemnity**

a) The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b) The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.



c) In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

### 5.23.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07, is deleted and replaced with the following:

#### **2.2 Indemnification**

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07.

The contractor shall not be liable for special, consequential, or incidental damages.

### 5.23.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

### 5.24 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

## **6.0 PROPOSAL EVALUATION**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

#### **6.3.1 TECHNICAL EVALUATION CRITERIA**

- A) The bidder's general approach and plans in meeting the requirements of this RFP.
- B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

- E) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

### **6.3.2 BIDDER'S PRICE SCHEDULE**

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>.

### **6.3.3 BID DISCREPANCIES**

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

### **6.3.4 EVALUATION OF THE BID PROPOSALS**

The Evaluation will be completed and recommended to the Director for award to the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation considers and assesses price, technical criteria, and other factors during the evaluation process.

### **6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

Not applicable to this procurement.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

##### **7.1.1.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

#### 7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### 7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to

Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

##### **7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2**

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

##### **7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39968.shtml>.

**FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.**

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed.

The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

### 7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 07/27/07 of the RFP, unless previously approved by the Director and the Treasurer.

### 7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

### 7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

### 7.4 PERFORMANCE BOND

Not applicable to this procurement.

## 8.0 CONTRACT ADMINISTRATION

### 8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

#### 8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

## ATTACHMENT A - TASK FREQUENCY LIST

<u>FREQUENCY</u>	<u>LOCATION</u>	<u>TASK</u>
<b><u>1. ALL PUBLIC AREAS</u></b>		
A. DAILY	1. All Public Areas (excludes all restrooms)	<ul style="list-style-type: none"><li>a. Sweep and/or vacuum stairways and landings. Dust railings, ledges and doors.</li><li>b. Dust wall surfaces under 70 inches from floor. Spot-clean smudges, marks and spots.</li><li>c. Vacuum carpets so nap shows one direction and high-speed buff all non-carpeted floors. Spot clean all carpets.</li><li>d. Dust and damp-mop all non-carpeted floors. Spot-clean heavy dirt.</li><li>e. Dust all furniture and accessories. Damp-wipe all sticky or marked areas.</li><li>f. Dust elevator doors, walls and ceilings. Spot-clean all dirt or marks. Damp-mop elevator floors. Clean out floor track.</li><li>g. Dust all ledges and window sills. Damp-wipe spills and dirt.</li><li>h. Collect all trash and debris and remove to outside dumpster. Damp-wipe all dirty ashtrays, wastebaskets and trash receptacles. Replace used liners.</li><li>i. Clean lobby windows and glass door area. Vacuum, sweep or mop as necessary VAT floors or halls, stairways and landings of common area also, if included in total square footage awarded.</li><li>j. Wipe/scrub all surfaces of drinking fountains. Clean/clear nozzles. Wipe dry and shine. Sanitize all drinking fountains.</li><li>k. Dust, damp-wipe and spot-clean all interior and exterior surfaces of public telephone booths, damp-mop floors. Sanitize phones.</li><li>l. Damp-wipe, spot-clean and sanitize all dining room tables and chairs. Remove trash to outside dumpster. Damp-wipe and spot-clean trash receptacles with disinfectant/deodorizer. Replace liners.</li></ul>

**Work Areas**

(includes office, open workspaces, conference rooms, file and copy rooms)



FREQUENCY	LOCATION	TASK
	<p>2. All Restrooms as defined *public and non-public (including private lavatories)</p> <p>*Public area will include common areas if included in total square footage of specific site.</p>	<p>m. Empty recycling containers which are located on the floors, into designated recycling hampers, gaylords or containers which may be located inside or outside of building.</p> <p>n. Separate newspaper and place in designated containers inside or outside of building.</p> <p>o. All cardboard boxes are to be flattened and placed in designated containers inside or outside of building.</p> <p>a. Scour and scrub seats and commodes with disinfectant cleanser.</p> <p>b. Damp-wipe and spot-clean toilet partitions.</p> <p>c. Scour and scrub urinals with disinfectant.</p> <p>d. Scour and scrub sinks with disinfectant cleanser.</p> <p>e. Dust/damp-wipe/polish mirrors.</p> <p>f. Dust/damp-wipe dispensers. Wipe disposal receptacles with multipurpose disinfectant/ deodorizer and replace used bags.</p> <p>g. Damp-wipe and spot clean walls.</p> <p>h. Remove all trash to outside dumpster. Damp-wipe waste receptacles with disinfectant/ deodorizer. Replace used liners. Except for recycled mats.</p> <p>i. Sweep and damp-mop floors and/or scrub with disinfectant cleanser.</p> <p>j. Dust all furniture and accessories. Damp-wipe all sticky or marked areas.</p> <p>k. Dust all ledges and window sills. Damp-wipe spills or dirt.</p>
B. WEEKLY	1. All Public Areas	<p>a. Spray and buff all non-carpeted floors. Spot-clean heavy dirt.</p> <p>b. Clean and polish all metal surfaces and railings.</p> <p>c. Spot-clean all carpeted floors.</p> <p>d. Scrub stairways. Removal all spots.</p>

FREQUENCY	LOCATION	TASK
C. QUARTERLY	1. All Public Areas (all public areas excluding stairways)	<ul style="list-style-type: none"> <li>e. Spray/wipe all glass and/or plastic surfaces on interior of buildings; ie., glass partition.</li> <li>f. Flush restroom floor drains with clean water.</li> <li>g. Dust blinds.</li> </ul>
	2. All Public Areas	<ul style="list-style-type: none"> <li>a. Strip non-carpeted floors of all finish, marks and spots. Apply four (4) coats of non-slip wax. Buff to uniform luster. Clean residue from walls and baseboards.</li> <li>a. Vacuum upholstered furniture, drapes and acoustical panels. Spot clean.</li> <li>b. Dust and/or vacuum all surface 70 inches or higher.</li> <li>c. Wash inside of interior windows.</li> <li>d. Wash blinds, shades and other window coverings (may be left in place.) Clean tapes and cords.</li> <li>e. Clean, wax and polish all uncovered surfaces of wood, metal and plastic furniture.</li> <li>f. Clean all ceiling HVAC diffusers and grills.</li> <li>g. Wash (floor to ceiling) all walls, non-fabric partitions, doors and marble surfaces. Polish wood paneling.</li> <li>h. Shampoo all carpeted areas. Said task is to be performed with dry method only. Vendor shall not use any liquid cleaning without the written consent of the Project Manager, DPMC.</li> <li>i. Clean outside of exterior windows.</li> </ul>
D. AS NEEDED	1. All Public Areas	<ul style="list-style-type: none"> <li>a. Supply all janitorial supplies, including hand towels, toilet paper, tissues, hand soap and plastic wastebasket liners, toilet seat covers as stated in paragraph 6.7</li> <li>b. Install new light bulbs and fluorescent tubes whenever required.</li> </ul>
<b>II. ALL NON-PUBLIC AREAS</b>		
A. DAILY	1. All Non-Public Areas (excludes outside dumpster area)	<ul style="list-style-type: none"> <li>a. Sweep and/or vacuum stairways and landings. Dust railings, ledges and doors.</li> <li>b. Dust all furniture and accessories. Damp-wipe sticky or marked areas.</li> <li>c. Dust all ledges and window sills. Damp-wipe spills and dirt.</li> </ul>

FREQUENCY	LOCATION	TASK
		d. Dust wall surface under 70 inches from floor. Spot-clean smudges, marks and spots.
		e. Vacuum carpets so nap shows one direction and high-speed buff all non-carpeted floors.
		f. Dry mop all non-carpeted floors with chemically treated mops.
		g. Collect all trash and debris and remove to outside dumpster. Damp-wipe all dirty ashtrays, wastebaskets and trash receptacles. Replace used liners. Recycle.
		h. Dust elevator doors, walls and ceilings. Spot-clean all dirt or marks. Damp-mop elevator floors. Clean out floor track.
		i. Recycling-empty recycling containers which are located On the floors into designated recycling hampers, gaylords Or containers which may be located inside or outside of building.
		j. Separate newspaper and place in designated containers inside or outside of building.
		k. All cardboard boxes are to be flattened and placed in designated area inside or outside of building.
	2. Outside Dumpster	a. Police and sweep area around outside dumpster. Place all trash inside dumpster including any loose debris around the area.
	3. All Restrooms as defined	a. Thoroughly clean all restrooms included in these spaces on a daily basis as stated in Section 1, Part A2 of this Attachment.
B. WEEKLY	1. All Non-Public Areas	a. Dust and damp-mop all non-carpeted floors. Spot clean heavy dirt. b. Spot-clean all carpeted floors.
C. MONTHLY	1. All Non-Public Areas (excluding outside dumpster area)	a. Spray and wipe all interior glass and plastic surfaces, such as but not limited to, glass office walls and partitions, etc. b. Dust all blinds.

<b>FREQUENCY</b>	<b>LOCATION</b>	<b>TASK</b>
D. QUARTERLY	1. All Non-Public Areas (excluding outside dumpster area)	<ul style="list-style-type: none"> <li>a. Vacuum upholstered furniture, drapes and acoustical panels. Spot-clean.</li> <li>b. Dust and/or vacuum all surfaces 70 inches or higher.</li> </ul>
E. SEMIANNUALLY	1. All Non-Public Areas	<ul style="list-style-type: none"> <li>a. Wash inside of interior windows.</li> <li>b. Clean, wax, and polish all uncovered surfaces of wood, metal, and plastic furniture.</li> <li>c. Clean all ceiling HVAC diffusers and grills.</li> <li>d. Strip non-carpeted floors of all finish, marks and spots. Apply four (4) coats of non-slip wax. Buff to uniform luster. Clean residue from walls and baseboards.</li> <li>e. Wash (floor to ceiling) all non-fabric partitions, doors and marble surfaces. Polish wood paneling.</li> <li>f. Shampoo all carpeted areas. Said tasks is to be performed with dry method only. Vendor shall not use any liquid cleaning without the written consent of the Project Manager, DPMC.</li> <li>g. Clean lighting fixtures and diffusers.</li> <li>h. Clean outside of exterior windows</li> </ul>
F. AS NEEDED	1. All Non-public Areas	<ul style="list-style-type: none"> <li>a. Supply all janitorial supplies, including hand towels, toilet paper, toilet seat covers, tissues, hand soap and plastic wastebasket liners as stated in paragraph 6.6.</li> <li>b. Install new light bulbs and fluorescent tubes daily. (Bulbs and tubes supplied by the State).</li> </ul>

**III. WAREHOUSE/LARGE STORAGE AND LOADING DOCK AREAS**

A. DAILY	1. Warehouse/Large Storage and Loading Dock Areas	<ul style="list-style-type: none"> <li>a. Police and sweep entire area and remove all refuse and debris.</li> <li>b. Thoroughly clean all offices and restrooms included in these spaces on a daily basis as stated in Section 1, parts A.1 and A.2 of this Attachment.</li> </ul>
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# ATTACHMENT B

## JANITORIAL CONTRACT QUALITY ASSURANCE CHECK LIST

BUILDING	LOCATION	INSPECTOR	DATE
Area	Daily Inspection Standards		Rating (Circle One)
<b>PUBLIC AREAS</b>			
Stairways	Corners completely dust free; treads and risers free from dust deposits; newel baluster and spindle bases completely dust free.		SATISFACTORY
	Free from litter but not thoroughly swept; missed dust deposits in corner.		UNSATISFACTORY
	Treads and risers show caked dirt.		
Walls (under 70 inches)	No dust or dirt visible. No streaks visible; no cobwebs.		SATISFACTORY
	Clean, dust and dirt-free; faint streaks. No cobwebs.		
	Streaks apparent; light dust accumulation visible. May be a few cobwebs.		UNSATISFACTORY
Floors — Carpeted	Paint obviously not disturbed by cleaning; many dark rub marks; streaky dirt; many cobwebs.		
	Luster is evident and carpet is clean and bright.		SATISFACTORY
	Clean; all areas covered in cleaning; no lint or dirt visible.		
Floors — Non-Carpeted	Some evidence of cleaning but areas skipped; dinginess apparent.		UNSATISFACTORY
	Virtually dust-free; bright and shiny; no sign of traffic areas; baseboards clean.		SATISFACTORY
	Accessible areas as well as corners are free from lint, litter and heavy dust; heavy traffic areas are faint; baseboards clean.		
	Floor is clean only in readily accessible areas; corners are dusty, littered or linty. Dirt is visible in traffic areas; baseboards streaked, spotted or dusty.		UNSATISFACTORY
	Floors are dusty, littered and linty. Dirt is caked on. Baseboards have caked-on dirt.		



Area	Daily Inspection Standards	Rating (Circle One)
Wood and Metal Furniture and Decorative Accessories, Telephones	No dust or marks.	
	Clean; no dust or dirt.	SATISFACTORY
	Marked and spotty; dirt and dust present but not encrusted.	UNSATISFACTORY
	Marked with dirt encrustation; many marks and streaks; surfaces dull and dingy; dust layers apparent to eye.	UNSATISFACTORY
Elevators	Very clean; corners completely dust and dirt-free; metal and plastic surfaces shiny and lustrous; ceiling panels dust and mark-free; floor track clean.	
	Clean; dust and dirt-free; metal and plastic surfaces free of marks, stains and fingerprints; floors free of gum, dirt and stains; ceiling panels dust, dirt and mark-free; floor track clean.	SATISFACTORY
	Free from litter but not thoroughly swept; missed dirt in corners but some evidence of cleaning; some marks, stains and fingerprints still apparent; still some dirt encrusted on floor; ceilings dusty; dirt in floor track.	UNSATISFACTORY
	Ceiling panels dusty; walls marked, dull, dirty, smudges, dirty hand prints; floors stained, oily, dirt and gum encrusted; odorous; littered; dirt buildup in corners and floor track.	UNSATISFACTORY
Ledges and Sills	Exceptionally clean; completely dirt-free; shining.	
	Dust and dirt-free; corners clean	SATISFACTORY
	Dusty and dirty; corners bad but not encrusted.	
Laden with dust and dirt; encrustations; corners plugged with dirt.	UNSATISFACTORY	
Ashtrays, Wastebaskets and Other Trash Receptacles	Very clean, shiny; lined properly.	
	Clean, emptied, lined properly.	SATISFACTORY
	Dusty; some deposits apparent; not properly emptied and lined; possibly faint odors.	UNSATISFACTORY
Dusty, sticky, deposits on insides and outsides; filled with debris; odors.	UNSATISFACTORY	

Area	Daily Inspection Standards	Rating (Circle One)
Lobby Windows and Glass Door Areas	Dust and dirt-free; spotless; excellent visibility; streak-free	SATISFACTORY
	Dirt-free; no marks or spots; relatively streak-free.	
	Dusty; spotty; streaks and marks; visibility impaired.	UNSATISFACTORY
	Caked-on dirt; visibility poor.	
Drinking Fountains	Very clean; lustrous surfaces; metal polished and shiny; openings clean; fountains sanitized.	SATISFACTORY
	Acceptable; bowl, sides and top surfaces clean; metal clean but not polished; openings clear.	
	Bowl and top surfaces clean; metal sides not clean; clogged openings.	UNSATISFACTORY
	Chewing gum and litter in base of bowl; top and sides dirty; openings clogged.	
Public Phone Booths	Overhead clean and shiny; windows very clean and clear; metal and plastic shiny and lustrous; floor surfaces very clean and mark-free; telephones sanitized.	SATISFACTORY
	Clean; dirt in corners gone; dirt encrustations gone; glass clean; metal and plastic clean and mark-free.	
	Free from litter but not thoroughly swept; missed dirt deposits in corners; metal and plastic showing marks; some dirt encrustation on floor.	UNSATISFACTORY
	Overhead dirty, cobwebby, windows dirty, streaky, metal and plastic dirt and deposit encrusted; floor dirty and sticky; corners encrusted with dirt, littered.	
<b>RESTROOMS</b>		
Commodes and Seats	Seats and commodes very clean; show effort above and beyond acceptable; surface enamel has high luster indicating thorough rinsing.	SATISFACTORY
	Seats and sidewalls clean; no evidence of scum line in bowl; area under rim edge shows no evidence of deposit; metal and exterior sides are clean; flush vents clean and free; no odors.	

Area	Daily Inspection Standards	Rating (Circle One)
	<p>Commodes and seats show some cleaning effort but only on readily accessible surfaces; seat and sidewall clean; scum line slightly evident; inside rim edge and metal not clean; some flush vents clogged; exterior sides dirty; metal dingy and dirty; some odor.</p> <p>Seats and commodes very dirty with deposits, marks scum and stains; heavy scum line and deposits in bowl; side-walls streaked or rust stained; deposits, dirt or rust under rim edge; surfaces are dirty; odors are present; no evidence of effort; flush vents clogged.</p>	<p>UNSATISFACTORY</p>
<p>NOTE: For all restrooms in non-public areas, the applicable Quality Assurance Inspection Standards will be used.</p>		
Toilet Partitions	<p>Partitions uniformly clean and spotless; free of all soil, spots and marks; shiny appearance.</p> <p>Partitions generally clean; ledges dusted; all writing and drawing removed; hinges clean; back of door clean.</p>	<p>SATISFACTORY</p>
	<p>Partitions spot-cleaned of writing and drawing; back of door uncleaned, hinges show dirt; dusty and soiled.</p> <p>Partitions dirty; soil around paper dispenser; writing and graffiti spread over partition; hinges dirty and back of door shows no evidence of any effort; heavy, solidified dust on ledges.</p>	<p>UNSATISFACTORY</p>
Urinals	<p>Urinals exceptionally clean; metal bright and shiny; surface enamel is lustrous indicating thorough rinsing.</p> <p>Urinals acceptable; walls streak free; flush vents clean and free; no rust or dirt on inside lip edges; metal clean and drains odorless.</p>	<p>SATISFACTORY</p>
	<p>Urinals show some cleaning effort on readily accessible surfaces; inside lip edges show rust stains and dirt; flush vents open but dirty around openings; faint streaks on urinal walls; metal not clean.</p> <p>Urinals very dirty; flush vents clogged; walls rust stained and streaked; heavy dirt and rust deposits on inside of rim lip edges; odors from drains; metal dingy, dull and dirty.</p>	<p>UNSATISFACTORY</p>



Area	Daily Inspection Standards	Rating (Circle One)
Sinks	Sinks very clean; metal bright and shiny; surface enamel has higher luster.	SATISFACTORY
	No evidence of scum line; ledges and top surfaces free from dirt; metal clean underneath and on top; undersides of bowls well cleaned.	
	Sink shows some cleaning effort where accessible; scum line slightly evident in bowl; underside of bowls dirty; some evidence of deposits; faint odors.	UNSATISFACTORY
Sinks very dirty; drains clogged; bowl ledges show caked soap deposits; odors are present; scum line evident in bowl; metal is dull, dingy and dirty; undersides of bowls are filthy.		
Mirrors	Cleaned and polished; dust-free; excellent reflecting characteristics; shiny and bright and mark-free.	SATISFACTORY
	Visibility good; surface comparatively streak-free.	
	Dusty; streaks apparent; only moderate reflectibility; some evidence of cleaning.	UNSATISFACTORY
Very dirty; visibility highly impaired; scratches from improper cleaning; shows no evidence of cleaning for some time; reflections spotty.		
Dispensers and Disposals	Emptied and relined, if necessary. Very clean, shiny and lustrous.	SATISFACTORY
	Clean; no stains or marks. Emptied and relined, if necessary.	
	Dusty; some slight stains and rust; some dirt.	UNSATISFACTORY
Dust-laden, marked up; rusty and stained; dirt encrusted. Not emptied and relined.		
Walls	Spotlessly clean; shiny and lustrous.	SATISFACTORY
	Dust, Dirt and mark-free; no rust or fingerprints.	
	Streaks and stains on walls; some dirt and hand prints on highly used surfaces.	UNSATISFACTORY
Many dark rub marks; streaky dirt; cobwebs; rust streaks; smudges and dirty hand prints; stains; marks and dirt around and on light switches.		

Area	Daily Inspection Standards	Rating (Circle One)
<b>PUBLIC AND NON-PUBLIC AREAS</b>		
1. Recycling Containers	Empty recycling containers daily into the proper Recycling Hampers or Bins	<b>SATISFACTORY</b>
	Keeping container clean and order free.	
	Not emptying recycling containers daily into proper recycling hampers or bins.	<b>UNSATISFACTORY</b>
	Not cleaning the inside when needed.	
	Allowing Recycling container to smell.	
2. Walls, Non-Fabric Partitions, Office Doors, Wood Panels	No spots, marks or dirt. Surface is shiny; no streaks. Light switches are spotless.	<b>SATISFACTORY</b>
	No spots, marks or dirt. Surface may be slightly dull with some streaks. Light switches are spotless.	
	No dust apparent; some streaks and stains visible. May be hand-prints visible. Marks and dirt on light switches.	<b>UNSATISFACTORY</b>
	Many marks, spots, stains. Smudges and dirty handprints visible. Accumulated dirt on light switches.	
<b>NOTE: Floor to ceiling cleaning.</b>		
3. All Carpeted Areas	Luster is evident and carpet is clean and bright; reflects thorough cleaning, including corners and edges; no spots.	<b>SATISFACTORY</b>
	Clean, bright and no spots; all areas covered in cleaning; no lint or dirt visible.	
	Some evidence of cleaning but areas skipped; dinginess apparent; carpet is cleaned only in accessible areas.	<b>UNSATISFACTORY</b>
	Filthy, dusty, dirty, and encrusted; dingy.	

Area	Daily Inspection Standards	Rating (Circle One)
Waste Receptacles	Very clean; shiny and lustrous; properly lined.	SATISFACTORY
	Clean; emptied; spotless and markless; properly lined.	
	Dusty; some deposits apparent; not properly emptied; possibly odors; marks apparent; not lined.	UNSATISFACTORY
	Dusty; sticky, solidified dirt and rust deposits on insides and outsides; filled with debris; odorous.	

Floors	Virtually dust-free; bright and shiny; no trace of dirt around sinks commodes and urinals; splashboards are spotless, drains are clean.	SATISFACTORY
	Accessible areas, corners and areas around fixtures are free from litter and heavy dust. Traffic areas are faint; splashboards are clean; drains are clean.	
	Floor clean only in readily accessible areas; corners and areas around fixtures are dusty, littered or linty. Lightly caked-on dirt is visible in traffic areas; splashboards show marks and spots. Dust or dirt in drains.	UNSATISFACTORY
	Floors not swept; areas are dusty, littered and linty. Heavy caked-on deposits; splashboards are dirty. Heavy dirt in drains.	

Area	Weekly Inspection Standards	Rating (Circle One)
<b>RESTROOMS</b>		
Ledges and Sills	Exceptionally clean; completely dirt-free; shining.	SATISFACTORY
	Dust and dirt-free; corners clean.	
	Dusty and dirty; corners bad but not encrusted.	UNSATISFACTORY
	Laden with dust and dirt; encrustations; corners plugged with dirt.	

#### PUBLIC AREAS

Floors — Non-Carpeted	Spotless; bright and shiny. No traces of dirt around edges or in corners.	SATISFACTORY
	Faint traffic patterns may be visible, otherwise bright and shiny. Edges and corners are clean.	

Area	Weekly Inspection Standards	Rating (Circle One)
	<p>Clean only in readily accessible areas; dull and dingy. Lightly caked-on dirt in traffic areas; corners and edges may be dirty.</p> <p>Heavy caked-on dirt; especially in traffic areas. Edges and corners have accumulated deposits.</p>	<p>UNSATISFACTORY</p>
Metal Surfaces and Railings (Push bars, Kick plates)	<p>Metal highly polished; shows gloss and shine.</p> <p>Clean; markless and spotless; dullness relieved; polished.</p>	<p>SATISFACTORY</p>
	<p>Dull spots; showing some dirt; showing some rub marks and spots.</p> <p>Dull, dust covered; dirt encrusted; sticky; surface wear and defacement apparent; many dark rub marks and spots.</p>	<p>UNSATISFACTORY</p>
Floors — Carpeted	<p>No stains, spots or smears are visible. Carpet looks uniformly clean.</p> <p>No stains, spots or smears. Spot-cleaned areas may not be well-blended into adjacent carpeting.</p>	<p>SATISFACTORY</p>
	<p>Some stains, spots, smears are visible and areas of spot-cleaning are highly visible.</p> <p>Spots and stains are visible throughout carpeted surface. Oil, tar, gum and other encrusted dirt may be present.</p>	<p>UNSATISFACTORY</p>
Stairwells (Steps and Risers)	<p>No dirt, marks or streaks apparent; all surfaces shiny.</p> <p>No dirt, marks or streaks; corners are clean.</p>	<p>SATISFACTORY</p>
	<p>Dirt, marks and/or streaks on treads and risers. Corners have dirt buildup.</p> <p>Treads or risers have caked-on dirt; corners have dirt buildup.</p>	<p>UNSATISFACTORY</p>
Interior Glass, Office Doors, Partitions, Etc.	<p>Dust and dirt-free; spotless; excellent visibility; streak-free.</p> <p>Dirt-free; no marks or spots; relatively streak-free.</p>	<p>SATISFACTORY</p>
	<p>Dusty, spotty; streaks and marks; visibility impaired.</p> <p>Caked-on dirt; visibility poor.</p>	<p>UNSATISFACTORY</p>



Area	Quarterly Inspection Standards	Rating (Circle One)
<b>PUBLIC AREAS</b>		
Floors — Non-Carpeted (All Public Areas, excluding stairways)	No evidence of old wax remaining; no gum, rust or scuff marks remaining. Floors are uniformly shiny. No residue of floor finish and no equipment marks on walls or baseboard; not slippery.	SATISFACTORY
	Most of surface is shiny; faint streaks or traffic patterns visible. No wax buildup in corners; no residue or equipment marks on walls or baseboards. Not slippery.	
	Traffic patterns visible; streaks and marks. Some wax buildup in corners; residue or equipment marks are apparent on walls and baseboards. Not slippery.	UNSATISFACTORY
Upholstered Furniture, Acoustical Panels, Drapes	Clean, spot and mark-free; dust free.	SATISFACTORY
	Faint marks or spots; hand taps raise no dust.	
	Spots and marks apparent; light hand tap raises some dust.  Marked with dirt, oil or grease spots; light hand tap raises thick dust.	UNSATISFACTORY
High Dusting in All Areas (70 inches or more from floor)	No dust deposits or cobwebs; no streaks.	SATISFACTORY
	No cobwebs; slight streaks may be apparent.	
	Streaks apparent; some cobwebs in corners.  Heavy accumulation of dust on surfaces; cobwebs and dirt in corners.	UNSATISFACTORY
Interior Windows	Glass is shiny; no streaks or marks. Excellent visibility.	SATISFACTORY
	Glass is mostly shiny with some faint streaks.	
	Streaks, marks, spots apparent; visibility is impaired. Glass is somewhat cloudy instead of shiny.  Dust, dirt and spots are visible. Poor visibility; very cloudy.	UNSATISFACTORY

Area	Quarterly Inspection Standards	Rating (Circle One)
Blinds, Shades and Other Window Coverings	No dust, dirt or spots on blades. Cords and tapes are dust, dirt and spot-free.	SATISFACTORY
	No dust or dirt on blades, cords or tapes. Small spots or marks may be seen in some underneath areas.	
	Blades, cords and tape have dust and dirt. Spots or marks are readily visible.	UNSATISFACTORY
Blades, cords and tape show dust and dirt accumulation. May be sticky to the touch.		
NOTE: These are to be cleaned in place.		
Furniture — Wood, Metal and Plastic	Shows shine and luster; very clean and polished. No streaks, marks or spots.	SATISFACTORY
	Shiny overall but may show some streaks.	
	Marked and spotty; streaks very visible. May be dust and dirt remaining in some areas.	UNSATISFACTORY
Dust and dirt accumulation over most of surface. Many marks, spots and some stickiness.		
HVAC Diffusers and Grills	No spots, marks or dirt. Surface is clean; no streaks.	SATISFACTORY
	No spots, marks or dirt. Surface may be slightly dull with some streaks.	
	No dust apparent; some streaks and stains visible.	UNSATISFACTORY
Many marks, spots and stains. Accumulated dirt and smudges visible.		
Walls, Non-Fabric Partitions, Office Doors, Wood Panels	No spots, marks or dirt. Surface is shiny; no streaks. Light switches are spotless.	SATISFACTORY
	No spots, marks or dirt. Surface may be slightly dull with some streaks. Light switches are spotless.	
	No dust apparent; some streaks and stains visible. Hand prints visible. Marks and dirt on light switches.	UNSATISFACTORY
Many marks, spots, and stains. Smudges and dirty hand prints visible. Accumulated dirt on light switches.		

Area	Quarterly Inspection Standards	Rating (Circle One)
Floors — Carpeted	No stains, spots or smears are visible. Carpet is uniformly clean.	SATISFACTORY
	No stains, spots or smears. Spot-cleaned areas are well-blended into adjacent carpeting.	
	Some stains, spots and smears are visible and areas of spot-cleaning are highly visible.	UNSATISFACTORY
	Spots and stains are visible throughout carpeted surface. Oil, tar, gum and other crusted dirt may be present.	

NOTE: Shampooing of Carpets — Vendor must use dry method only. Vendor shall not use liquid cleaning without the written consent of the project manager, Division of Property Management.

Lighting Fixtures	Clean, spot and mark-free; dust free.	SATISFACTORY
	Faint marks or spots.	
	Spots and marks apparent, dusty.	UNSATISFACTORY
	Marked with dirt; heavy accumulation of dust.	
Exterior Windows	Glass is shiny; no streaks or marks. Excellent visibility.	SATISFACTORY
	Glass is mostly shiny with some faint streaks.	
	Streaks, marks and spots apparent; visibility is impaired. Glass is somewhat cloudy instead of shiny.	UNSATISFACTORY
	Dust, dirt and spots are visible. Poor visibility; very cloudy.	

Area	As Needed Inspection Standards	Rating (Circle One)
<b>PUBLIC AREAS</b>		
Janitorial Supplies, Light Bulbs, Fluorescent Tubes	Dispensers for paper products and soap are full to capacity; wastebaskets contain liners.	SATISFACTORY
	High quality of janitorial supplies being used.	
	Light bulbs and fluorescent tubes replaced within the next working shift.	

Area	As Needed Inspection Standards	Rating (Circle One)
	<p>Dispensers for paper products and soap are sometimes empty; many wastebaskets do not contain liners.</p> <p>High quality of janitorial supplies are not being used.</p> <p>Light bulbs and fluorescent tubes are not being replaced within the next working shift.</p>	<p>UNSATISFACTORY</p>

Area	Daily Inspection Standards	Rating (Circle One)
<b>NON-PUBLIC AREAS</b>		
Stairways	<p>Corners completely dust-free; treads and risers free from dust deposits; newel baluster and spindle bases completely dust-free.</p> <p>Free from litter and well swept.</p>	SATISFACTORY
	<p>Free from litter but not thoroughly swept; missed dust deposits in corner.</p> <p>Treads and risers show caked dirt.</p>	UNSATISFACTORY
	<p>Wood and Metal Furniture and Decorative Accessories, Telephones</p> <p>No dust or marks.</p> <p>Clean; no dust or dirt.</p>	SATISFACTORY
	<p>Marked and spotty; dirt and dust present but not encrusted.</p> <p>Marked with dust encrustation; many marks and streaks; surfaces dull and dingy; dust layers apparent to eye.</p>	UNSATISFACTORY

NOTE: All dusting in computer rooms is to be done with chemically treated cloths and mops.

Ledges and Sills	<p>Exceptionally clean; completely dirt-free; shining.</p> <p>Dust and dirt-free; corners clean.</p>	SATISFACTORY
	<p>Dusty and dirty around corners, but not encrusted.</p> <p>Laden with dust and dirt; encrustations; corners plugged with dirt.</p>	UNSATISFACTORY



Area	Daily Inspection Standards	Rating (Circle One)
Walls (under 70 inches)	Spotlessly clean; no dust, dirt or marks.	SATISFACTORY
	Dust and dirt-free; no fingerprints	
	Streaks and stains on walls; some dirt and hand prints on highly used surfaces.	UNSATISFACTORY
	Many dark rub marks; streaky dirt; cobwebs; smudges and dirty hand prints; stains; marks and dirt around and on light switches.	
Floors — Carpeted	Luster is evident and carpet is clean and bright; reflects thorough cleaning.	SATISFACTORY
	Clean; all areas covered in cleaning; no lint or dirt visible.	
	Some evidence of cleaning but areas skipped; dinginess apparent.	UNSATISFACTORY
	Filthy, dusty, dirty and encrusted; dingy.	
Floors — Non-Carpeted	Virtually dust-free; bright and shiny. Baseboards clean.	SATISFACTORY
	Accessible areas as well as corners are free from lint, litter and heavy dust. Baseboards clean.	
	Floor is clean only in readily accessible areas; corners are dusty, littered or linty. Baseboards dusty.	UNSATISFACTORY
	Floors are dusty, littered and linty. Dirt is caked on. Baseboards have caked on dirt.	
Ashtrays, Wastebaskets and Other Trash Receptacles	Very clean, shiny; lined properly; spotless and markless.	SATISFACTORY
	Clean, emptied; lined properly.	
	Dusty, some deposits apparent; not properly emptied and lined; possibly faint odors.	UNSATISFACTORY
	Dusty, sticky; deposits on insides and outsides; filled with debris; odors.	
Elevators	Very clean; corners completely dust and dirt-free; metal and plastic surfaces shiny and lustrous; ceiling panels dust and mark-free; floor track clean.	SATISFACTORY
	Clean; dust and dirt-free; metal and plastic surfaces free of marks, stains and fingerprints; floors free of gum, dirt and stains; ceiling panels dust, dirt and mark-free; floor track clean.	

Area	Daily Inspection Standards	Rating (Circle One)
	Free from litter but not thoroughly swept; missed dirt in corners but some evidence of cleaning; some marks; stains and fingerprints still apparent; still some dirt encrusted on floor; ceilings dusty; dirt in floor track.	UNSATISFACTORY
	Ceiling panels dusty; walls marked, dull, dirty, smudges, dirty hand prints; floors stained, oily, dirt and gum encrusted; odorous; littered; dirt buildup in corners and floor track.	

Dumpster Area	Spotless; very clean; area showing close attention.	SATISFACTORY
	Clean; free of debris, dirt, garbage and stains.	
	Debris and garbage evident; some dirt encrustation.	UNSATISFACTORY
	Deep debris and garbage around; heavy stains and encrustations.	

Area	Weekly Inspection Standards	Rating (Circle One)
<b>PUBLIC AREAS</b>		
Floors — Non-Carpeted	Spotless; bright and shiny. No traces of dirt around edges or in corners.	SATISFACTORY
	Faint traffic patterns may be visible, otherwise bright and shiny. Edges and corners are clean.	
	Clean only in readily accessible areas; dull and dingy. Lightly caked-on dirt in traffic areas; corners and edges may be dirty.	UNSATISFACTORY
	Heavy caked-on dirt, especially in traffic areas. Edges and corners have accumulated deposits.	
Floors — Carpeted	No stains, spots or smears are visible. Carpet looks uniformly clean.	SATISFACTORY
	No stains or spots or smears. Spot-cleaned areas may not be well-blended into adjacent carpeting.	
	Some stains, spots, smears are visible and areas of spot-cleaning are highly visible.	UNSATISFACTORY
Spots and stains are visible throughout carpeted surface. Oil, tar, gum and other encrusted dirt may be present.		

Area	Monthly Inspection Standards	Rating (Circle One)
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**NON-PUBLIC AREAS**

Interior Glass, Office Doors,  
Partitions, Etc.

Dust and dirt free; spotless; excellent visibility;  
streak-free.

SATISFACTORY

Dirt-free; no marks or spots; relatively streak-free.

Dusty, spotty; streaks and marks; visibility  
impaired.

UNSATISFACTORY

Caked-on dirt; visibility poor.

Area	Quarterly Inspection Standards	Rating (Circle One)
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**NON-PUBLIC AREAS**

Upholstered Furniture,  
Acoustical Panels, Drapes

Clean, spot and mark-free; dust free.

SATISFACTORY

Faint marks or spots; hand taps raise no dust.

Spots and marks apparent; light hand tap raises  
some dust.

UNSATISFACTORY

Marked with dirt, oil or grease spots; light hand tap  
raises thick dust.

High Dusting in All Areas  
(70 inches or more from floor)

No dust deposits or cobwebs; no streaks.

SATISFACTORY

No cobwebs; slight streaks may be apparent.

Streaks apparent; some cobwebs in corners.

UNSATISFACTORY

Heavy accumulation of dust on surfaces; cobwebs  
and dirt in corners.

Area	Semi-Annual Inspection Standards	Rating (Circle One)
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**NON-PUBLIC AREAS**

Interior Windows

Glass is shiny; no streaks or marks. Excellent visi-  
bility.

SATISFACTORY

Glass is mostly shiny with some faint streaks.

Streaks, marks, spots apparent; visibility is  
impaired. Glass is somewhat cloudy instead of  
shiny.

UNSATISFACTORY

Dust, dirt and spots are visible. Poor visibility; very  
cloudy.

Area	Quarterly Inspection Standards	Rating (Circle One)
Blinds, Shades and Other Window Coverings	No dust, dirt or spots on blades. Cords and tapes are dust, dirt and spot-free.	SATISFACTORY
	No dust or dirt on blades, cords or tapes. Small spots or marks may be seen in some underneath areas.	
	Blades, cords and tape have dust and dirt. Spots or marks are readily visible.  Blades, cords and tape show dust and dirt accumulation. May be sticky to the touch.	UNSATISFACTORY
NOTE: These are to be cleaned in place.		
Furniture — Wood, Metal and Plastic	Shows shine and luster; very clean and polished. No streaks, marks or spots.	SATISFACTORY
	Shiny overall but may show some streaks.	
	Marked and spotty; streaks very visible. May be dust and dirt remaining in some areas.  Dust and dirt accumulation over most of surface. Many marks, spots and some stickiness.	UNACCEPTABLE
HVAC Diffusers and Grills	No spots, marks or dirt. Surface is clean; no streaks.	SATISFACTORY
	No spots, marks or dirt. Surface may be slightly dull with some streaks.	
	No dust apparent; some streaks and stains visible.  Many marks, spots and stains. Accumulated dirt and smudges visible.	UNSATISFACTORY
Floors — Non-Carpeted	No evidence of old wax remaining; no gum, rust or scuff marks remaining. Floors are uniformly shiny. No residue of floor finish and no equipment marks on walls or baseboards. Not slippery.	SATISFACTORY
	Most of the surface is shiny; faint streaks or traffic patterns visible. No wax buildup in corners; no residue or equipment marks on walls or baseboards. Not slippery.	



Area	Semiannual Inspection Standards	Rating (Circle One)
	Traffic patterns visible; streaks and marks. Some wax buildup in corners; residue or equipment marks are apparent on walls and baseboards. Not slippery.	UNSATISFACTORY
	Cloudy or dull overall with streaks, marks and spots, accumulated dirt and wax buildup in corners or along edges. Residue or equipment marks on walls and baseboards. Slippery.	
Walls, Non-Fabric Partitions Office Doors, Wood Panels	No spots, marks or dirt. Surface is shiny; no streaks. Light switches are spotless.	SATISFACTORY
	No spots, marks or dirt. Surface may be slightly dull with some streaks. Light switches are spotless.	
	No dust apparent; some streaks and stains visible. May be hand prints visible. Marks and dirt on light switches.	UNSATISFACTORY
	Many marks, spots and stains. Smudges and dirty hand prints visible. Accumulated dirt on light switches.	
Floors — Carpeted	No stains, spots or smears are visible. Carpet is uniformly clean.	SATISFACTORY
	No stains, spots or smears. Spot-cleaned areas are well-blended into adjacent carpeting.	
	Some stains, spots and smears are visible and areas of spot-cleaning are highly visible.	UNSATISFACTORY
	Spots and stains are visible throughout carpeted surface. Oil, tar, gum and other crusted dirt may be present.	
NOTE: Shampooing of Carpets — Vendor must use dry method only. Vendor shall not use liquid cleaning without the written consent of the project manager, Division of Property Management.		
Lighting Fixtures	Clean, spot and mark-free; dust-free.	SATISFACTORY
	Faint marks or spots.	
	Spots and marks apparent; dusty.	UNSATISFACTORY
	Marked with dirt; heavy accumulation of dust.	
Exterior Windows	Glass is shiny; no streaks or marks. Excellent visibility.	SATISFACTORY
	Glass is mostly shiny with some faint streaks.	

Area	Semiannual Inspection Standards	Rating (Circle One)
	Streaks, marks, spots apparent; visibility is impaired. Glass is somewhat cloudy instead of shiny.	UNSATISFACTORY
	Dust, dirt and spots are visible. Poor visibility; very cloudy.	

Area	As Needed Inspection Standards	Rating (Circle One)
<b>NON-PUBLIC AREAS</b>		
Janitorial Supplies, Light Bulbs, Fluorescent Tubes	Dispensers for paper products and soap are full to capacity; wastebaskets contain liners.	SATISFACTORY
	High quality of janitorial supplies being used.	
	Light bulbs and fluorescent tubes replaced within the next working shift.	
	Dispensers for paper products and soap are sometimes empty; many wastebaskets do not contain liners.	UNSATISFACTORY
	High quality of janitorial supplies are not being used.	
	Light bulbs and fluorescent tubes are not being replaced within the next working shift.	

Area	Daily Inspection Standards	Rating (Circle One)
<b>WAREHOUSE / LARGE STORAGE AND LOADING DOCK</b>	Free from litter and well swept; very clean.	SATISFACTORY
	Clean; free of debris, dirt and refuse.	
	Free from litter but not thoroughly swept; missed dirt deposits in corners; dirt accumulation.	UNSATISFACTORY
	Deep debris and refuse evident.	

NOTE: For all restrooms and offices located in these spaces, the applicable Quality Assurance Inspection Standards will be used.