

TOWNSHIP OF LITTLE FALLS

PASSAIC COUNTY

NEW JERSEY

THE HONORABLE DARLENE CONTI, MAYOR

LITTLE FALLS TOWNSHIP COUNCIL

LOUIS FONTANA, COUNCIL PRESIDENT

Pamela Porter

Joseph Maceri

William Liess

James Damiano

**TOWNSHIP CLERK
Cynthia Kraus, RMC**

**TOWNSHIP ATTORNEY
William Northgrave, Esq.**

**PUBLIC WORKS MANAGER
Phillip H. Simone, CPWM, CRP, LO**

NOTICE TO BIDDERS

The Township of Little Falls invites sealed bids for:

JANITORIAL SERVICES

Sealed bids will be opened and read in public for consideration by the Township of Little Falls, 225 Main Street, Little Falls, NJ 07424 on Tuesday, October 4, 2016 at 12:00 Noon prevailing time. All bids shall be received at the Township of Little Falls Clerks Office in the Municipal Building any time prior to 12:00 noon on Tuesday, October 4, 2016. Bids arriving after 12:00 noon on Tuesday, October 4, 2016 will not be accepted. Bids will be opened in the Council Chambers at the Municipal Building.

All bids shall be presented to the Township of Little Falls by parties bidding or their agents previous to the time designated, or when called for by the Township of Little Falls.

If you need a copy of the specifications, please contact the Municipal Clerk’s office at 973-256-0170 between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

Bids shall be made on the standard proposal form and be enclosed in a sealed envelope addressed to the Township Clerk at the above address. The name and address for the bidder and the name of the project must be printed on the face of the envelope. Bid package should not be disassembled. One original and one copy of the bid proposal must be submitted. Bids will be rejected if not submitted within time, date and at place designated.

In all cases, in which a bid is delivered by public or private mailing, or hand delivered, the following address and notation shall appear prominently on the front of the outside envelope:

JANITORIAL SERVICES

Township Clerk
Township of Little Falls
225 Main Street
Little Falls, NJ 07424

The bid documents shall be placed in an inside envelope which shall have the following endorsement in the upper right corner of the envelope:

Bid for: JANITORIAL SERVICES

Bid opening date: October 4, 2016
Bid Opening time: 12:00 noon

Bidders who elect to utilize public or private mailing for delivery of bid assume the burden of correctly addressing the envelope.

Bidders shall comply with the Affirmative Action Requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27, as amended from time to time, the Americans with Disabilities Act, and N.J.S.A. 52:25-24-2 P.L. 1977, Chapter 33.

The Township Council reserves the right to reject any and all bids for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Township Council reserves the right to waive informalities as the Township may deem to be in its best interest.

All Contract documents are to be submitted intact in accordance with bidder’s checklist. All erasures, interpolations, and other physical changes in the bid form shall be signed or initialed by the bidder.

By the order of the Township of Little Falls
Cynthia Kraus, RMC
Township Clerk

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF LITTLE FALLS

(Name of Local Contracting Unit)

JANITORIAL SERVICE

(Name of Construction/Public Works Project)

DPW C-2016

(Project or Bid Number)

The bid document is to be returned in the exact same page order that it was received in.

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required with Submission Of Bid (Township's checkmarks)	Initial each item Submitted with Bid (Initial each item)
---	--

√	A bid guarantee as required by <u>N.J.S.A.</u> 40A:11-21	
√	A certificate from a surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22	
√	Disclosure of Ownership	
√	A listing of subcontractors as required by <u>N.J.S.A.</u> 40A:11-16	
√	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

**B. Failure to submit the following documents may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b.)**

	Required with submission of bid (Township's checkmarks)			Required with submission of bid (Township's checkmarks)	
√	A Bid Proposal Form			√	Affirmative Action Requirements
√	Business Registration Certificate				Prevailing Wage Affidavit
√	Checklist of required documents signed below			√	Submission of a Non-Collusion Affidavit (this form must be Notarized)
√	Experience Sheet with References			√	Resolution of Authorization if Bidder is a Corporation
√	American with Disabilities			√	Crime/Employee Thief Bond
√	Site Visitation Statement			√	Affidavit indicating that bidder not Debarred, Suspended or Disqualified by NJ Dept. of Treasury

The following items, as checked, shall be required after award of the contract:

Performance Bond	_____	_____
Crime/Employee Thief Bonds	_____	_____
Certification of Insurance	_____	√_____
Signed Contracts	_____	√_____
State Public Works Contractors Registration		if required by law

If you are chosen as the lowest responsible bidder, you will be required to provide the Town with a copy of the State Public Works Contractors Register Certificate, if required by law. This certificate must be dated on or before the date this bid is submitted.

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements, and reviewed entire bid package.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

BIDDERS QUALIFICATION STATEMENT

1. How many years have you been in business under your present business name?

2. Have you, your organization, partners or officers failed to complete a municipal contract or defaulted under any such contract? If yes, please explain and list the municipality involved. (Attach a separate sheet, if necessary.)

3. Did you, your organization, partners or officers ever withdraw your bid after being designated the lowest bidder on a municipal contract? If yes, please explain. (Attach a separate sheet, if necessary.)

4. Have you, your organization, partners, or officers been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

5. Are there any unsatisfied judgments recorded against you, your organization, partners, or officers? If so, give details, including the name and the address of each judgment creditor and the amount of each judgment.

6. The period of time you, your organization has been continuously engaged in this type of development, operation and maintenance program in New Jersey under the name in which the proposal is submitted.

Any information submitted in the Bidder's Qualification sheet which is false or misleading may be grounds for disqualification of the bidder and rejection to his bid.

JANITORIAL SERVICES BID FORM:

Location	Unit Price	Unit
1. Town Hall	\$ _____	per month
2. Police Station	\$ _____	per month
3. Violation Bureau	\$ _____	per month
4. Civic Center	\$ _____	per month

***TOTAL \$** _____ **per month**

Alternate Bid Items

- 1. Hourly labor cost for additional projects _____
- 2. Per square foot of additional carpet cleaning (Labor included) _____
- 3. Per square foot of additional burnishing and waxing (Labor included) _____

The contract shall be for a period of one (1) year.

NAME OF COMPANY _____

CONTACT NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ ALTERNATE _____

*It is understood the proposer must submit a price on all items listed above. Any proposal which does not contain a price for all proposal items will be rejected in its entirety. The Township reserves the right to remove any of the above facilities from the contract prior to awarding the bid.

**SPECIFICATIONS AND SPECIAL PROVISIONS
JANITORIAL SERVICES**

Town Hall	225 Main Street
Police Station	225 Main Street
Violation Bureau	225 Main Street
Civic Center	19 Warren Street

**SECTION 1
INTENT AND DEFINITIONS**

1.10 INTENT

Bidder to furnish all labor, equipment and materials as herein specified and as necessary to provide janitorial services for the Township buildings identified on the top of this page.

1.20 DEFINITIONS

Unless other intention clearly appears, words and phrases (including technical words and phrases and such others as have acquired a special meaning) shall be construed according to rules of grammar and according to their approved usage as contained in the Merriam-Webster New International Dictionary, Second Edition, Unabridged.

Wherever the following terms or pronouns in place of them are used in these specifications, the plans or other contract documents, the intent and meaning shall be interpreted as follows:

AS DIRECTED, AS REQUIRED, ETC.

Wherever in the specifications the words "as directed", "as required", "as permitted", or words of like import are used, it shall be understood that the direction, requirements, or permission of the designated contact person for each site is intended, and similarly the works of like import, shall mean approved by or acceptable and satisfactory to the contact person for each site.

ADDENDUM

Any addendum issued from time to time to provide additional information to the bidders that is issued by the contracting authority to prospective proposers prior to the date set for opening of bids and shall become an integral part of this bid package. Receipt of addendum shall be acknowledged by the bidders in the space provided on the bid proposal form.

AWARD

The acceptance by the contracting authority of a proposal, subject to execution and approval of the contract.

BID

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

BIDDER

Any individual, firm or corporation submitting a proposal for the work contemplated acting directly or through a duly authorized representative.

BUSINESS ADMINISTRATOR

Currently the Township's business administrator is Mr. Charles Cuccia.

CALENDAR DAY

Every day shown on the calendar.

CHANGE ORDER

A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision of the work, or an adjustment of the contract amount or contract time.

CLERK

The clerk of the governing body is Mrs. Cynthia Kraus, RMC.

CONTRACT

The agreement covering the performance of the work, together with all supplementary documents, including Notice to Contractors, Information for Bidders, Proposal, Executed Contracts, Contract Bond, General Conditions, Specifications including General Specifications are to be treated as one instrument whether or not set forth at length in the form of the contract.

CONTRACT PRICE

The total moneys payable to the Contractor under the Contract Documents.

CONTRACT TIME

The number of calendar days stated in the Contract.

COUNSEL

The person or firm holding the position or acting in the capacity of legal counsel for the Owner in the performance of the work contemplated. The Township attorney is Mr. William Northgrave, Esq.

CLEANING HOURS

The hours of the day that contractor may perform janitorial services.

CONTRACTING AUTHORITY

The political subdivision, governmental body, board, department, commission or officer making the award and execution of contract as the party of the first part. In this case, being the Township of Little Falls

CONTRACTOR

The individual, firm or corporation contracting for an undertaking of the prescribed work; the party of the second part to the contract, acting directly or through a duly authorized representative

EQUIPMENT

All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper and acceptable performance of the contract within its intended scope.

EXTRA WORK

Any work not required by the contract as awarded but which is authorized and performed by supplemental agreement, at negotiated prices.

HOLIDAYS

The days each year set aside by legal authority in recognition of special events and on which no public business shall be transacted except as specifically provided in cases of necessity. Holidays shall be specified by the Township.

MODIFICATION

A written amendment of the Contract Documents signed by both parties, or (b) a change order, or (c) a written clarification or interpretation issued by the Engineer.

OWNER

A public body or authority, association, partnership, corporation or individual for whom the work is to be performed; the party of the first part in the Contract. The owner is the Township of Little Falls.

PERSONAL INJURY

Shall be interpreted to mean "Bodily Injury" for insurance coverage purposes.

PROPOSAL

The offer of a proposer, on the prescribed proposal form, to perform the work and to furnish the labor and materials at the prices quoted.

PROPOSAL FORM

The approved form on which the contracting authority required proposal to be prepared and submitted for the work.

PUBLIC WORKS MANAGER

The duly authorized representative of the contracting authority, acting directly or through their designated representatives who have been delegated the responsibility for supervision of the service, each acting within the scope of the duties and authority delegated to them. The Public Works Manager is Mr. Phillip H. Simone

SPECIAL PROVISIONS

Additions and revisions to the standard specifications covering conditions peculiar to an individual building.

SPECIFICATIONS

A general term applied to all directions, provisions and requirements pertaining to performance of the work.

SUBCONTRACTOR

Any individual, firm, partnership, or corporation having a direct contract with the contractor for doing work or for furnishing material

SUPERVISOR

The contractor's authorized representative in responsible charge of the work.

SUPPLEMENTAL AGREEMENT

A written agreement between the contracting authority and the contractor, executed on the prescribed form and approved as required by law, covering the performance of extra work or other alterations or adjustments as provided for within the general scope of the contract, but which extra work or change order constitutes a modification of the contract as originally executed and approved.

SURETY

The corporate body which is bound with and for the Contractor who is primarily liable and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work which he has contracted.

TOWNSHIP

The Township of Little Falls, a Municipal Corporation of the State of New Jersey with principal officials at 225 Main Street, Little Falls, New Jersey, being the party of the first part, or any officer or agent duly authorized to act on its behalf.

WORK

The furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful performance of the service and the carrying out of all duties and obligations imposed by the contract upon the contractor.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____ §:

I, _____ of the _____

of _____ in the County of _____

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

I am _____

of the firm of _____

The Bidder making the proposal for the above named project, attests that they execute the said proposal with full authority to do so; that said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ of _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said project.

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

NAME OF CONTRACTOR (N.J.S.A. 52:34-15)

Subscribed and sworn to _____

Before me this _____ day _____

Of _____ 20 _____
(Also type or print name of affiant under signature)

NOTARY PUBLIC OF

My Commission Expires _____

DISCLOSURE OF OWNERSHIP

(If bidder is a sole proprietorship, check here [] and do not complete this statement.)

The UNDERSIGNED, as bidder, in accordance with N.J.S.A. 52:25-24..2, declares and submits this Statement of Ownership:

Bidder is a Corporation [] Partnership [] Joint Venture []

[] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

[] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Full Name of Individual (Stockholder) (Partner)	Home Address of Individual (Stockholder) (Partner)	
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION

Notes: Attach additional sheets in this format, if necessary.

Subscribed and sworn before me

This ____ day of _____ 20

(Notary Public)

Signature

Print Name

My Commission expires:

Title
(Corporate Seal)

AFFIRMATIVE ACTION CERTIFICATION

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975,C.127,(N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of letter).

OR

2. A photocopy of their approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.12The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES_____ NO_____

If yes, please submit a copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES_____ NO_____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975,c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ SIGNATURE: _____

TITLE: _____

Note: a contractor's bid must be rejected as non-responsive if a contractor fails to comply with

Requirements of P.L. 1975,c.127, within the time frame.
AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

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

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

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

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

Signature

Date

SITE VISITATION STATEMENT

I,

Of

the Bidder making Bid for: **Janitorial Services**

certify that I or my authorized representative has personally inspected all of the job sites on

_____. (Date of Inspection)

(If contractor has inspected in prior years and does not need to see again, please note on line for date of inspection)

By:

Signature

Title

Typed or Printed Name of Bidder

(Corporate Seal)

Subscribed and sworn to before me this _____ day of _____, 2015

(Seal)

My Commission Expires On: _____

IMPORTANT: This form must be completed by Bidder

ACKNOWLEDGMENT OF REVISIONS OR ADDENDA

JANITORIAL SERVICES

(Name of Project)

DPW C-2016

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

I _____, acknowledge receipt of the following addenda and or revisions. They are as follows: (it there are no addenda or revisions, indicate "N/A" and also sign below)

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgement by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

SUBCONTRACTOR LIST

1. Name & Phone #: _____

Address: _____

Work: _____

2. Name & Phone #: _____

Address: _____

Work: _____

3. Name & Phone #: _____

Address: _____

Work: _____

4. Name & Phone #: _____

Address: _____

Work: _____

EXPERIENCE STATEMENT SHALL BE ATTACHED FOR EACH OF THE ABOVE SUBCONTRACTORS.

All prime subcontractors must be listed above. Prior to award of contract, the successful contractor must provide to the Township the names of all subcontractors including non-prime subcontractors along with copies of their business registration certificate and public works contractor registration license. Payment will not be made for unauthorized subcontractors.

Signature

Date

BIDDERS PERSONNEL

NOTE: Give the names of all officers of corporation

NOTE: Give the name of the executive who will give personal attention to work whenever required.

BID SECURITY

This proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

- A. Surety Bid Bond _____
- B. Certified/Treasurer's Check _____
- C. Cashiers Check _____
- D. _____

(In the amount of 10% of the bid)

The amount of _____ (\$ _____) payable to the Township of Little Falls

The Bidder hereby agrees that if this proposal shall be accepted by the Township, and the Bidder shall fail to execute and deliver the contract and the required Performance Bond or other required documents in accordance with the requirements of this proposal and other sections of the contract documents within the time specified, then the Bidder shall be deemed to have abandoned the contract and thereupon the proposal and acceptance shall be null and void and the security accompanying the proposal shall be forfeited to, and retained by, the Township, as liquidated damages for such failure or neglect, and to indemnify the Township for any loss which may be sustained by failure of the Bidder to execute the contract and furnish documents as aforesaid. Nothing in the specifications and contract documents shall prevent the Township from recovering actual damages over and above the sum of the forfeited bid security.

In compliance with the laws of the State the Bidder is:

An Individual _____

A Partnership _____

of _____ having principal offices at

(Signature) _____ (Date) _____

CONSENT OF SURETY

In consideration of the premises, and of one dollar to it in hand paid by the Bidder, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the Township, and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded, it will pay, on demand, to the said Township any difference(s) between the sum bid by said corporation, person or persons and the sum which the said Township may be obliged to pay the corporation, person or persons to whom the contract may be awarded; the amount in each case to be determined by the bids for said contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized officers, this

_____ Day of _____ 20

ATTEST:

BY _____

Surety (SEAL)

ATTEST:

BY _____
Title

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

RESOLVED that _____ be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by _____ at _____ a meeting of its Board of Directors held on _____ day of _____, 20____.

SEAL OF CORPORATION

Secretary

MAILING ADDRESS _____

The terms used in this bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20____

DEBARRED, SUSPENDED and DISQUALIFIED BIDDER AFFIDAVIT

STATE OF NEW JERSEY)
)
COUNTY OF)

I, _____ of the Township of _____
in the county of _____ and the State of _____
being of full age, being duly sworn according to law on my oath depose and say that;

I am _____, an officer of the firm(s) of _____
the bidder making the proposal for the above named work, and that I executed the said bid with full
authority to do so; that said bidder at the time of making this bid, {as applicable, circle "is" or "is
not"} included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and
Disqualified Bidders; and that all statements contained in said proposal and in this affidavit are true and
correct, and made with the full knowledge that _____ as Local Unit relies
upon the truth of the statements contained in said proposal and in the statements contained in this
affidavit in awarding the contract for said work The undersigned further warrants that should the name
of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and
Disqualified Bidders at any time prior to, and during the life of the contract, including the Guarantee
Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a contractor is subject to
debarment, suspension and/or disqualification in contracting with the State of New Jersey and the
Department of Environmental Protection if the contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of
the acts listed therein, and as determined according to applicable law and regulation.

Name and Address of Contractor

Name and Title of Affiant

Subscribed and Sworn
Before me this _____ day
Of _____, 20

Notary Public of

My commission expires _____, 20__

Signed: _____

By: _____
Signature of Officer or Individual

If BIDDER is:

An Individual

By _____
(SEAL)

(Individual's Name)

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____
(SEAL)

(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____
(SEAL)

(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C.17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it 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.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2. or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of

New Jersey and as established by applicable Federal law and applicable Federal court decisions.

EXHIBIT A (Continued)

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

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

Letter of Federal Affirmative Action Plan Approval, Certificate of Employee Information Report or Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N..J.A.C.17:27.

We, (Name of Company [Please Print]) _____, are aware of the obligation to the State of New Jersey pursuant to N.J.S.A.10:5-31 et seq., N.J.A.C.17:27

Date: _____

Bidder' Signature

PREVAILING WAGE AFFIDAVIT
(IF REQUIRED)

I hereby certify as follows:

1. I am the duly authorized agent of _____ and am authorized to make this certification on behalf of _____, the contractor.
2. The contractor is compliant with N.J.S.A.34:11-56.25 et Seq. (Prevailing Wage Rates).
3. I have reviewed the prevailing wage rate determination within the bid package.
4. All contractors and subcontractors performing public works construction projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey Prevailing Wage Act. Certified payroll records must be submitted, within 10 days of the payment of wages, to the government entity that contracted the construction. Contractors and the subcontractors who fail to provide these records are subject to penalties of up to a maximum of \$250.00 for the first violation and up to \$500.00 for subsequent violations.
5. I have read this statement and I know the contents and know the same to be true to my own knowledge.
6. I, therefore, certify that the bid submitted by the contractor herewith to be in compliance to the Prevailing Wage Rate.

Signature of Contractor

Print Name

Date

SECTION 2 BID REQUIREMENTS AND CONDITIONS

2.1 PREQUALIFICATION OF PROPOSERS

All bidders are required to submit at least (3) referrals [for whom the proposer provides similar services, i.e. providing the same services to a similarly used facility which has an equivalent amount of square feet as the Little Falls contract]. Please include the references as part of the proposal.

2.2 CONTENTS OF BID FORM

The bid form shall state the location and description of the services, the amount and nature of the guaranty deposit required if any and the date the bids will be due.

Bound within the bid forms will be any Special Provisions and other supplementary requirements. All papers bound with or attached to the proposal form are essential parts of the bid and shall not be detached from or altered without specific authorization. The Specifications and other documents designated in the bid are also a part thereof, whether attached or not.

2.3 SPECIFICATIONS AND SITE OF WORK

The bidder is expected to examine carefully the sites of the proposed work, the specifications, the proposal and contract forms and familiarize himself/herself with Federal, State and Local Laws, Ordinances, Rules and Regulations affecting performance of the work; and carefully correlate his/her observations with the requirements of the contract documents before submitting a bid. Submission of a bid shall be conclusive evidence that the proposer has investigated and is satisfied as to the conditions to be encountered in performing the work as to the requirements of the specifications and contract.

2.4 QUESTIONS REGARDING SPECIFICATIONS

Should any bidder be in doubt as to the intent of the specifications, he/she should immediately notify the Public Works Manager in writing, who will then send a written addendum to all bidders recorded as receiving bidding documents covering the point in question. Bidders may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all questions must be received by the Public Works Manager no later than eight (8) days prior to the bid opening date. Questions received less than eight days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Before submitting bids, the bidder shall apply in writing to the Public Works Manager for clarification or interpretation of any conflicting information between two or more statements in the specifications. If such clarification is not requested before bidding, the bidder shall be responsible for doing such work and furnishing such materials as is necessary to comply with whichever interpretation of the specifications the Township may judge to be proper.

2.5 PREPARATION OF BID

Bids must be submitted on the "Bid Proposal" form which is included in the bid package. All blank spaces must be filled in. All proposals shall be typewritten or penned on the forms. Unit prices and totals must be inserted in the space provided. Insert N/A in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the bidder in ink. Failure to comply may be cause for rejection of the bid. Where discrepancies occur between the unit figure and the extension, the unit price will prevail. The bid form is included in the contract documents; additional copies may be obtained from the Township Clerk.

Bid forms must be completed in ink or typed.

The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. Bids by corporations must be executed in the corporate name by the president or a vice-president (**or other corporate officer accompanied by evidence of authority to sign**) and the corporate seal shall be affixed and attested by a secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner; his/her title must appear under his/her signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The bid shall contain an acknowledgement of receipt of all addenda (the numbers of which shall be filled in on the bid form).

If a unit price or a lump sum already entered by the Bidder on the bid form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the bidder in ink.

The bids received will be compared on the basis of the summation of the lump sum amounts bid. In case of a discrepancy between the total shown in the bid and individual lines, the number will be corrected.

2.6 DELIVERY OF BIDS

Each bid shall be delivered in a sealed envelope, so marked as to clearly indicate the name of the BIDDER, type of work and project. When sent by mail, the envelope shall be addressed to the Township of Little Falls, 225 Main Street, Little Falls, NJ, 07424 to the attention of Mrs. Cynthia Kraus, the Township Clerk and in whose office the proposals are to be received. The Township takes no responsibility for the receipt of bids through the U.S. Postal Service or other courier services. No bids will be accepted after the time designated for the opening of bids.

2.7 REVISION OF BIDS/ ADDENDUM

The Township reserves the right to revise the Specifications and proposal for any project at any time prior to the closing of the receipt of bids. Revisions will be made by Addendum, duly numbered and dated; subject to the following provisions:

- a) Each addendum will be mailed, emailed or will be sent by facsimile to each prospective bidder who has received a bid form prior to the date of the Addendum. Each bid form issued after the date of an Addendum will have it attached thereto.
- b) If the revisions made by an Addendum require considerable change or reconsideration on the part of the bidder, the date set for opening the bid may be postponed, in which case the Addendum will include an announcement of the new date set for opening bids.
- c) Any addendum issued from time to time to provide additional information to the bidders shall become an integral part of this bid package.
- d) Each bidder shall acknowledge receipt of each Addendum on the Acknowledgement of Revisions or Addenda, provided as part of this Request for Bids.

2.8 COMBINATION OR CONDITIONAL BIDS

No combination or conditional proposals will be allowed other than those specifically set up in the special provisions.

2.9 EVALUATION OF BIDS

Bids will be opened and evaluated by the Township as indicated in the Request for Bids.

2.10 DISQUALIFICATION OF BIDDERS

The following reasons may be considered sufficient cause for disqualification of a bidder and the rejection of his or her bid:

- a) More than one bid for the same work from an individual, firm or corporation under the same or different name.
- b) Evidence of collusion among bidders. Participants in collusion will receive no recognition as bidders on future work until they have been reinstated as responsible bidders.
- c) Evidence of falsification of any forms or documents submitted as part of the bid.

2.11 WITHDRAWING BID

The Township reserves the right to reject any or all bids and to waive any minor informality in any bid should it be deemed in the best interest of the Township to do so.

Bids shall be rejected for the following reasons:

1. Failure to complete the Ownership Disclosure Statement
2. Failure to submit bid security (if required)
3. Failure to provide Consent of Surety (if required)

Bids may be rejected for any of the following reasons:

1. Failure to complete the Affidavit of Non-Collusion.
2. Failure to properly complete the Bid Proposal form. .
3. Failure to complete Affirmative Action Certification.
4. Failure to comply with specifications (insertion of additional conditions, provisions, or stipulations)
5. Failure to provide listing of subcontractors
6. Failure to sign addenda page
7. Failure to provide Business registration certificate.

2.12 MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

2.13 EQUAL OR TIE BIDS

The Township of Little Falls reserves the right to award, in its discretion, to any of the tie bidders which serves the best interest of the Township with reference to the information submitted with the bids.

2.14 MULTIPLE BIDS NOT ALLOWED

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.15 INFORMATION FOR BIDDERS” AS PART OF THE CONTRACT

The terms and provisions set forth under the heading “INFORMATION FOR BIDDERS” are hereby made a part of the terms and conditions of the proposed contract.

2.16 ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words.

2.17 EXTRA CHARGES

All services quoted are exclusive of New Jersey State Sales Tax and are on the basis of completion.

2.18 PERIOD OF CONTRACT

The contract shall be for a period of one (1) year and shall commence on or about November 1, 2016. Start dates listed are approximate. Contracts shall begin with formal date of award. The contract shall be in effect for a period of one year unless terminated as provided for in these specifications.. The contract may be extended for a second year based on the same terms and conditions, if both parties agree and is allowed by law.

2.19 TRANSITIONAL PERIOD

In the event the services are terminated either by the contract expiration or by termination by the Township of Little Falls, it shall be incumbent upon the contractor to continue the service until new services can be completely operational. At no time shall this service extend more than 90 days beyond the expiration date of the existing contract. Vendor will be reimbursed for this service at the prior contract rate

2.20 UNSATISFACTORY PAST PERFORMANCE

Bids received from bidders who have previously failed to complete a contract or contracts within the time scheduled thereof, or who have performed prior work for the OWNER in an unacceptable manner may be rejected.

2.21 CONTRACTOR'S REQUIREMENTS FOR REGISTRATION (Not required)

As stipulated by P.L.199, c.238. no contractor/subcontractor will be permitted to bid on or engage in any contract for public work as defined in section 2 of P.L. 1963, c.150 (C.34:11-56.26), unless the contractor/subcontractor is registered with the New Jersey Department of Labor.

2.22 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

N.J.S.A. 52:32-44 requires that each bidder (contractor) have a valid business registration certificate at the time of the bid submitted and submit proof of business registration prior to contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. During the term of this contract, the contractor and its affiliates shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B- 1 et seq.) on all sales of tangible personal property delivered into this State.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110(C.5:12-92),or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with contracting agency.

2.23 PREVAILING WAGE ACT (not required)

Pursuant to NJSA 34:11-56.25 et seq. successful bidders on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record. Such certified payroll record must be submitted within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJAC 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

2.24 DISCLOSURE OF OWNERSHIP STATEMENT

The bidder warrants and represents that he has furnished a true statement of all the information required for the completion of the Disclosure of Ownership Statement.

2.25 AFFIDAVIT OF NON-COLLUSION

This affidavit must be submitted with the bid proposal form and it must be notarized.

2.26 AMERICAN GOODS

During the performance of this contract, the contractor agrees to comply with the provisions of N.J.S.A. 40:11-18.

2.27 CONSENT OF SURETY

The consent of surety form shall be returned with the bid proposal if the contract documents require a performance bond. Consent of surety which reserves any right for the surety, after the award of the contract to the bidder, to decline to issue the performance bond will not be accepted. Bids accompanied by such consent of surety will be rejected.

**SECTION 3
AWARD AND EXECUTION OF CONTRACT**

3.1 CONSIDERATION OF BIDS

After the bids are opened, they will be compared on the basis of the bid price and who in the judgment of the Township complies with the requirements.

3.2 REJECTION OF BIDS

THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND WAIVE ANY AND ALL INFORMALITIES, AND THE RIGHT TO DISREGARD ALL NONCONFORMING OR CONDITIONAL BIDS OR COUNTERBIDS, WHEN IN THE JUDGEMENT OF THE TOWNSHIP, ITS BEST INTEREST WILL BE PROMOTED THEREBY.

3.3 THE CONTRACT

The following shall be deemed to be part of the Contract:

- * Notice to Bidders
- * Information for Bidders
- * Specifications
- * Bid Proposal
- * All Addendum(s) issued by the Township prior to the receipt of bids

All of the above, taken as a whole, shall constitute the Contract Documents

3.4 AWARD OF CONTRACT

In evaluating bids, the Township shall consider the qualifications of the Bidders whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. The Township may consider the qualifications and experience of subcontractors and other persons and organizations, including those who are to furnish the principal items of material or equipment proposed for the portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. The Township may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, subcontractors and other persons and organizations to do the work in accordance with the contract documents to the Township's satisfaction within the prescribed time. The Township reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the Township's satisfaction.

If a contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation by the Township indicates to the Township that the award will be in the best interests of the project. The Township reserves the right to award the bid to more than one vendor when it is deemed to be in the best interest of the Township to do so.

If the contract is to be awarded, the Township will give the apparent successful Bidder a Notice of Award within 60 days after the day of the bid opening. Exception to this schedule would be in accordance with N.J.S.A 40A:11-24 which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed". All prospective bidders are advised of this schedule since all proposals must be firm when bid, and must remain so for 60 days or such longer period as the Township and the bidders may agree.

Simultaneously, with delivery of the executed counterparts of the Agreement to the Township, contractor shall deliver to the Township the required contract security.

3.5 NOTIFICATION OF AWARD

On passage of a Township Council Resolution awarding the contract, the Township will forward two (2) sets of contract documents to the successful bidder for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful bidder shall return all (2) sets of the contract documents to the Township Clerk with a proper performance bond and requisite insurance certificates attached if it is required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the bidder, the contract documents will be submitted to the Township Attorney for review and approval.

If approved as to form and execution by the Township, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Township. A fully executed copy will then be returned to the successful bidder by the Municipal Clerk. No Resolution of Award will become binding on the Township at any time before the contract documents have been executed by the Mayor and Municipal Clerk.

Should any successful bidder, upon being notified, fail to execute a contract within ten (10) days of such notification with the Township of Little Falls, the Township will be free to award the contract to another bidder, and the Township shall have the right to proceed against the guaranty accompanying the bid.

3.6 CANCELLATION OF AWARD

The Township reserves the right to cancel the award of any contract at any time and for any reason before the execution of said contract by all parties without any liability against the Township.

3.7 EXECUTION AND APPROVAL OF CONTRACT

The contract shall be signed by the successful bidder and returned within ten (10) days after the forms have been mailed to the bidder. If return of the executed forms within the specified time is impossible due to the absence of one or more of the required signers, an extension of time may be granted by the Township provided satisfactory evidence is furnished that the forms will be executed.

3.8 SIGNATURE REQUIREMENT

All members of a partnership, and the president or vice president and the secretary or treasurer of a/each corporation shall sign the contract. In the case of joint ventures, signature requirements shall apply to each firm represented.

3.9 BIDDER'S NOTICE OF APPROVAL OR DISAPPROVAL

Notice of approval or disapproval of the contract will be given to the successful bidder within ten (10) days after the forms have been properly executed and returned to the Contracting Authority. No award shall be considered binding nor shall any contract become effective until the contract form has been fully executed and approved as required by law.

3.10 PROCEDURAL REQUIREMENTS AND AMENDMENTS

Should the contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matters for consideration and decision.

There may be a meeting with the successful contractor and the prior to the start of the contract. At this time the contractor will be required to submit a plan of operation to the using agency. By submitting a proposal, the bidder covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met, that he not make any claim for, or have right to cancellation or relief because of any misunderstanding or lack of information.

SECTION 4

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

4.1 LAWS TO BE OBSERVED

The contractor shall keep fully informed of all federal and state laws; all local laws, ordinances and regulations; and all orders and decrees of bodies and tribunal having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He or she shall at all times observe and comply with all applicable laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Township and its representatives against all claims and liabilities arising from or based on violations committed by him or herself or his or her employees.

4.2 PROVISIONS CONTRARY TO LAW

If the contractor should discover any provisions in the contract that are contrary to or inconsistent with any law, ordinance, regulation, order or decree, he or she shall immediately report it to the Township Administrator in writing.

4.3 PERMITS, LICENSES AND TAXES

The contractor shall procure all required permits, licenses and approvals; pay all charges, fees and taxes; and give all notices necessary and incidental to the due and lawful prosecution of the work. When requested, the contractor shall furnish the Township with evidence indicating that he or she has complied with any permit, license or tax requirements.

4.4 EMPLOYEE HEALTH AND WELFARE

The contractor shall provide and maintain all sanitary and safety accommodations for the use and protection of his or her employees as may be necessary to provide for their health and welfare and comply with state, federal and local codes and regulations, as well as those of other bodies and tribunals having jurisdiction.

4.5 PUBLIC CONVENIENCE AND SAFETY

The contractor shall at all times conduct his or her operations and perform the work in a manner that will assure the least possible obstruction and he or she shall provide for the safety of the general public as well as the employees of the city.

4.6 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out the provisions of the contract and in exercising the powers and authorities granted to them by or within the scope thereof, there shall be no personal liability upon the Township Administrative Officers or their authorized representatives, it being understood that in all matters they act solely as agents and representatives of the Contracting Authority.

4.7 INTEREST OF PUBLIC OFFICIALS

No member, officer, employee or agent of the Township or of a local public body during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

4.8 INDEMNIFICATION, INSURANCE AND PROTECTION OF LIVES AND PROPERTY

The contractor shall indemnify and hold harmless the Township and its officers and employees from and against all claims, damages, losses, expenses, including but not limited to attorney's fees, arising out or resulting from the performance of the contract, provided that any such claim, damage loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the contractor or subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part, by a partly indemnified hereunder, such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person described in this paragraph.

In any and all claims against the Township or any of its officers or employees by an employee of the contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, in indemnification obligation under this paragraph shall not be limited in any way by any limitation of the amount or type of damages compensation or benefits payable by or for the contractor of any subcontractor under worker's on workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.9 INJURY OR DAMAGE TO PERSON OR PROPERTY

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his or her employees, agents or others for whose acts is liable a claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

4.10 REASONABLE SAFETY PRECAUTIONS

The contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a) Employees at the site and other persons who may be affected thereby.
- b) His or her work and materials and equipment to be incorporated therein which are under the care, custody and control of the contractor or any of his or her subcontractors.
- c) Other property at the site or adjacent thereto.

4.11 MANAGEMENT OF WORKLOAD

The contractor shall provide the appropriate number of employees and the supervision thereof to assure that the workload is managed proficiently, assuring that the contracted buildings are cleaned to specifications. The contractor shall also supervise and direct the work of the contract using his or her best skill and attention and shall be responsible to the Township for the acts and omissions of his or her employees, subcontractors and their agents and employees.

4.12 INSURANCE INDEMNITY

Unless otherwise provided by the Township, the contractor in all cases will be required to carry insurance of the kinds and in the amounts hereinafter specified. The contractor shall not commence work under the contract until he or she has obtained all the insurance required by the specifications and until such insurance has been approved by the owner or its agents.

4.13 GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below, which may arise out of or result from Contractor's execution of the work, whether such execution be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- Claims under worker's compensation, disability benefit and other similar employee benefit acts;
- Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employee(s);
- Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employee(s);
- Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of insurance acceptable to the Township of Little Falls shall be filed with the Township Clerk within ten (10) days after the receipt of the Notice of Award and not less than ten (10) days prior to starting any work. These certificates shall name the Township of Little Falls as an additional insured and ensure that in the event the policy is cancelled, the Township of Little Falls as additional insured, is notified at least 30 days prior to cancellation. The certificate of insurance, must be signed by a duly authorized representative of the applicable insurance company or companies.

The Contractor shall procure and maintain, at the Contractor's own expense, during the time of the contract, liability insurance as hereinafter specified:

Contractor general public liability and property damage insurance including vehicle coverage issued to the Contractor and protecting the Contractor and the Township of Little Falls from all claims for personal injury, including death, and all claims for destruction of or damage to property, including loss of use resulting therefrom, arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any subcontractor under said Contractor, or anyone directly or indirectly employed by the Contractor or by a subcontractor under the Contractor. Such liability insurance shall be written on a "Comprehensive General Liability" form or a form by whatever name known wherein the policy provisions included coverage for claims relating to operations or activities by the Contractor or any of the Contractor's employees or subcontractors or their employees that were not known or anticipated by the applicable insurance company at the time of policy issuance and/or issuance of the certificate of insurance. Insurance shall be written with a limit of liability of not less than \$1,500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of not less than \$1,000,000 for any such damage sustained by two or more persons in any one accident. If the above required insurance, evidence of which is submitted with the Contractor's bid, is written in a policy form that incorporates an "Aggregate" limit or a maximum dollar amount for all claims in any one policy period, then a "Designated Project or Premises Endorsement" or similar

endorsement by whatever name known which provides that the "General Aggregate" or maximum limit of claim payment in any one policy period will be available separately to each of the Contractor's projects must be included.

The Contractor shall procure and maintain, at its own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, worker's compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require each subcontractor similarly to provide worker's compensation insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under the contract at the site of the project is not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of their employees not otherwise protected. The Contractor shall provide the Township of Little Falls with proof of worker's compensation insurance covering all the employees of the Contract and all subcontractors prior to commencement of any work under the contract.

4.14 CONTRACT INSURANCE REQUIREMENTS - SUPPLEMENTAL

The contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Township. The insurance required shall be maintained in full force and effect until the end of the contract. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days' notice to the Township Administrator. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey which are satisfactory to the Township.

4.15 WRITTEN NOTICE OF INSURANCE CANCELLATION

All certificates of insurance shall provide that the insurance company shall give the Township thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.

4.16 ADDITIONAL INSURANCE

The above requirements are the minimum and it is the sole responsibility of the contractor to purchase and maintain additional insurance that may be necessary in connection with this contract.

4.17 CRIME/EMPLOYEE THIEF BONDS

A bond of not less than \$25,000.00 must be submitted to the Township to cover the contractor's employees for the full term of the contract.

4.18 POSSESSION OF FIREARMS ON TOWNSHIP OF LITTLE FALLS PREMISES

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the Vendor or Contractor shall carry or possess a firearm on Township premises or while acting on behalf of the Township pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the Township under law or equity is grounds for immediate suspension or termination of this contract.

SECTION 5

EMPLOYEE AND CONTRACT TERMS AND CONDITIONS

5.1 SUBLETTING OF CONTRACT

The contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his or her right, title or interest without the prior written permission of the Township.

5.2 QUALIFICATIONS OF WORKERS

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Upon request by the Public Works Manager, the contractor shall submit satisfactory qualifications evidence for any person engaged in special work requiring professional training. Any person employed by the contractor who does not perform his or her assigned work in a proper and skillful manner or who is intemperate or disorderly, shall be removed from the premises forthwith by his or her employer upon written request of the Public Works Manager, and shall not be employed again on any portion of the work without the Township's prior consent. Should the contractor fail to remove such person or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Public Works Manager may suspend the work until the contractor has complied with these orders. All of the contractor's employees shall be subject to security screening and background checks by the Township. Any of the contractor's employees deemed unsuitable by the Township due to criminal history, security violations or lack of citizenship or legal status documentation shall be precluded from engaging in any service under this contract. The Contractor shall be responsible to provide current employee identification and legal status to the Township on request throughout the term of the contract.

All workers must be able to read, write and speak English in order to be able to communicate with Township personnel.

5.3 FACILITY SECURITY

All workers as supplied by the contractor will be required to have photo I.D. name tags on at all times and be identified by a master list filed with the Township and be fully compliant with the security requirements (background checks) as promulgated by the Police Department before they can work on Township premises. Under no circumstances, will unidentified and unchecked workers be allowed to work in Township Facilities.

5.4 HIRING AND QUALIFICATIONS

All supervisors, cleaning personnel or other employees of the contractor shall be thoroughly trained in proper maintenance and service procedures.

5.5 EMPLOYEE CONDUCT

The contractor shall be responsible to insure proper conduct by his or her employees at all times while on Township facility premises. Smoking by employees shall be prohibited in Township Buildings at all times. Contractor's employees shall be prohibited using telephone or office equipment except as may be designated. Personnel deemed unacceptable by the Township shall be replaced by the contractor within twenty-four (24) hours after written notice by the Public Works Manager.

5.6 FAILURE TO MAINTAIN SATISFACTORY PROGRESS

Should the contractor fail to perform satisfactory work, the Public Works Manager will require that additional workers, materials or equipment be provided as he or she determines to be necessary for bringing the work up to schedule and maintaining that level. Any failure to adhere to the approved schedule will be considered prima facie evidence that the contractor has failed to provide sufficient workers, equipment or materials to assure performance of the service within the specified time. If the contractor fails to adhere to the approved schedule or fails to take action as ordered by the Township to remedy unsatisfactory work, a notice of default may be issued as provided for in Section 5.9.

5.7 PERFORMANCE MEETINGS

The Contractor shall be available for monthly performance meeting with Township representatives. During these meetings the Contractor shall be prepared to correct performance issues with employees and contract performance.

5.8 METHODS AND EQUIPMENT

Sufficient equipment of proper size and good mechanical condition or specific equipment as noted herein shall be employed to prosecute the work to full compliance in a satisfactory manner and within the prescribed time.

5.9 DEFAULT AND TERMINATION OF CONTRACT

The Township, after giving due notice to the contractor and his or her sureties, shall have the power and authority to take the prosecution of the work out of the hands of the contractor, without violating the terms of the contract, if the contractor:

- a) Fails to begin the work under the contract within the time specified; or
- b) Fails to perform the work with sufficient workers and equipment and with sufficient materials to assure prompt completion of said work; or
- c) Performs the work unsatisfactorily or discontinues the prosecution of work without permission of the Township Public Works Manager; or
- d) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- e) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
- f) Allows any final judgment to stand against him or her unsatisfied for a period of ten (10) days; or
- g) Makes an assignment for the benefit of creditors; or
- h) Fails to carry on the work in an acceptable manner for any other cause whatsoever; or
- i) Views any confidential information; or
- j) Fails to keep a log of work performed as specified in section 7.10.

The Township will give the contractor written notice of any breach of the contract that may be default, together with a demand that such a delay, neglect or default be corrected satisfactorily. If the contractor within a period of ten (10) days after such notice does not proceed satisfactorily in compliance therewith, the Township will exercise their authority and notify the contractor of the action to be taken.

A notice shall be considered duly served when it is delivered in person or by registered mail, to the contractor and his or her surety, or to their authorized representatives, including persons in charge of their offices. Service of the notice shall be considered complete and sufficient when a properly addressed and stamped envelope containing the notice is registered and deposited in any post office or U.S. letter box in the state.

The Township's authority to take the prosecution of the work out of the hands of the contractor shall include the right to appropriate or use any or all materials and equipment as may be suitable and acceptable and to enter into an agreement with others for completion of the contract according to the terms and provisions thereof or to use such other methods as may be required or deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by or on behalf of the Township, together with the cost of completing the work under the contract, will be deducted from any monies due or which would have been payable under the contract to the contractor, if it had been completed by the contractor. In case the expense so incurred by or on behalf of the Township exceeds the sum which would have been payable under the contract to the contractor, then the contractor shall be liable to the Township for the excess.

5.10 CANCELLATION OF CONTRACT

The Township may, in its sole discretion, by written notice to the contractor, terminate the contract or any portion thereof for any reason during the first one hundred twenty (120) days of the contract period. The written notice to the contractor will be made at least thirty (30) days prior to the date of the contract termination. Thereafter, the Township may, by written notice, terminate the contract or any portion thereof when it is deemed in the best public interest of do so or after finding that for reasons beyond the contractor's control he or she is prevented from proceeding with or completing the contract work. The written notice to the contractor will be made at least thirty (30) days prior to the date of the contract termination.

When it is the finding of the Township that the contractor is unable to obtain necessary labor or materials or is otherwise prevented from proceeding with the work because of or under limitations imposed by law, rule, regulation or order of government or on account of any action of the public enemy, including those related to priorities and third party actions, the contractor will be relieved of his or her obligations for performing such portions of the contract that are delayed unreasonably thereby. The right is reserved to eliminate, in conjunction therewith, such other incomplete portions of the contract as may be rendered useless, unnecessary or undesirable thereby. Also, the Township reserves the right to make such alteration in the plans and specifications as it deems necessary to complete the work to the extent possible under the circumstances.

Termination of the contract or any portion thereof shall not relieve the contractor of his or her responsibilities for the completed work nor shall it relieve the contractor of his or her obligation for and concerning any just claims arising out of the work performed.

SECTION 6

PAYMENTS

6.1 SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and equipment and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage and expense of whatever character arising out of the nature of the work or the prosecution thereof.

6.2 BASIS OF PAYMENT

Any payment earned by the contractor pursuant to this contract will be made not later than 30 days following the receipt of a properly executed purchase order voucher and the acceptance of the approving authority that the work has been completed to standards. Invoices which are incomplete in any way will not be accepted for payment.

6.3 AVAILABILITY OF FUNDS

The Township's obligations hereunder are contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Township for payment of any money shall arise unless and until such funds are made available each year.

SECTION 7

SPECIAL CONDITIONS

7.1 GENERAL

The contractor shall provide Janitorial Maintenance Service as described herein at the following locations:

- Town Hall – 225 Main Street
- Police Station -- 225 Main Street
- Violation Offices -- 225 Main Street
- Civic Center – 19 Warren Street

7.2 CHANGES IN SCOPE OF CONTRACT

The Township reserves the right to alter or modify this contract with respect to area, tasks or budget changes. Fifteen (15) days written notice shall be provided to the contractor of any such change or modification. Contract modifications shall be made by Supplemental Agreement to the contract.

7.3 NONPERFORMANCE

Failure of the contractor to complete the tasks outlined in these conditions shall be a basis for termination of the contract by the Township as provided for in these specifications.

7.4 HOURS

Cleaning start hours for each building should be as follows or as mutually agreed to, to fit the Townships needs: (example only)

- Town Hall - 4:00 PM or directly after police station
- Police Station – 3:00 PM or directly after Violation Offices
- Violation Offices – 2:00 PM
- Civic Center – 5:00 PM but no later than 6:00 PM

7.5 HOLIDAYS

No cleaning will be conducted on any of the following holidays or dedicated holidays on any of the buildings except the holidays in **bold** whereas the cleaning will be done at the police station:

New Year's Day

President's Day

Martin Luther King Jr. Day

Good Friday

Memorial Day

Independence Day

Labor Day

General Election Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Half days before Christmas & New Year

7.6 EQUIPMENT

The contractor shall supply all equipment and materials necessary to perform specified tasks. All equipment and materials shall be maintained in clean, properly operating condition and shall be suitable for the areas and tasks to be performed. Since the cleaning is being performed during business hours, any vacuum used must be quiet enough not to effect the normal operations of the Township.

7.7 SUPPLIES PROVIDED BY OWNER

The Township shall provide at no cost to the contractor the following supplies:

- C fold towels
- Toilet tissue
- Hand soap
- Plastic garbage can liners

To be stored at a mutually agreeable location at the various sites.

7.8 SUPPLIES PROVIDED BY CONTRACTOR

The contractor shall provide all cleaning materials required to perform cleaning tasks including but not limited to cleaning compounds for floors, carpets, fixtures, glass and furniture; carpet spot cleaner, spill and stain remover products, disinfectants, mops, dust cloths and polishes. Supplies shall be kept in a neat and organized manner in the janitors closets at each facility. The cost of the contractor's cleaning supplies shall be included as part of the Contractor's base bid. Material Safety Data Sheets shall be kept on site in a binder for all cleaning materials that are used by the contractor.

7.9 CLEANING AREA

Building cleanable area shall consist of the areas specified in Section 10.

7.10 WORK PROCEDURES

The contractor shall provide written procedures documentation to the Public Works Manager for approval prior to implementation to ensure building security and compliance with specifications. A procedural requirement shall be maintaining a daily log book at each location on all contracted activities.

7.11 SUPERVISION

The contractor shall provide a competent supervisor to be available on site or by phone during the working hours of the contractor's work force. The supervisor shall be responsible for the performance of the contractor's employees and the physical security of the premises during the work shift and coordinating the contractor's overall activities with the Township.

SECTION 8

GENERAL HOUSEKEEPING REQUIREMENTS

8.1 All cleaning materials used must be of type that will not have an immediate or extended detrimental effect on any of the surfaces being cleaned. The Contractor will assume liability for damage caused to plumbing fixtures, hardware, carpet and floor surfaces by the use or accidental spillage of abrasive materials, acids, waxes, strippers or other caustic materials. **Proper use & training working with chemicals is necessary & documentation of training is required to be supplied to the Township.**

8.2 Any foreign matter, spills, stains, marks, gum or residue or any nature on any surfaces shall be removed during regular cleaning operations on a nightly/daily basis.

8.3 Mechanical or other equipment used in the cleaning operations must be of a type that is approved in the industry, OSHA approved and shall be operated in such a manner as not to cause danger to employees or other persons or damage the building structure, fixtures, furnishings, etc. Any injuries or damages of any nature shall be immediately reported to the Public Works Manager. Carts used to carry cleaning and/or waste materials will not be used to prop open or to push open doors within the building to prevent damage to door surfaces. Door stop blocks shall be furnished by the contractor if doors need to be kept open during cleaning. For security, **NO doors in the Police building are permitted to be propped open at any time.**

8.4 Any building facilities, broken windows, equipment, fixtures or furnishing in need of repair or replacement, including those resulting from vandalism, shall be reported immediately by the contractor to the Public Works Manager at 973-256-6815.

8.5 Any items or articles of apparent value found by the contractor's personnel in any area of the building or site shall be delivered to their immediate supervisor for proper handling and noted in the daily log book. Any item of major concern shall be brought to the Public Works Manager's attention.

8.6 Any articles of a suspicious nature that may be found or persons noted loitering or conducting themselves in a manner to arouse suspicion or possibly in need of help, shall be immediately reported by the contractor's personnel to the Little Falls Police Department at telephone number:

Emergency: 911

Non emergency: 973-256-0200

8.7 Necessary precautions shall be taken at all times to protect persons, property and equipment from injury and damage. All equipment used in cleaning operations shall be stored in a safe and proper manner and in locations designated or approved by the Public Works Manager. The contractor is responsible for maintaining the designated areas in a clean and orderly condition. Any flammable, volatile or hazardous materials required in the janitorial service operations shall be stored in such a manner and in locations approved by the Fire Underwriter's Association and the Public Works Manager. The contractor shall also comply with the laws governing workers right-to-know (MSDS) concerning hazardous materials. The contractor shall also maintain current Material Safety Data Sheets at each facility.

8.8 The Township has a recycling program in place in all of its buildings. It shall be the contractor's responsibility to collect the recyclables and place them in an assigned collection area for pick up by the Township.

SECTION 9

DETAILED HOUSEKEEPING REQUIREMENTS

The detailed work requirements are intended to cover the janitorial maintenance services required under this contract in a general manner, but they may not be complete in all details. If any items have inadvertently been omitted that should be included to affect a complete job, they shall be included in the services rendered and brought to the attention of the Township. The Township reserves the right to make changes to this schedule of services as it may find necessary or desirable from time to time to satisfy the requirements of the Township.

CLEANING STANDARDS

For the purpose of this specification, the following definitions are established and conditions are designated as either clean or dirty for ease in determining contract performance. The following standards of performance shall be considered unacceptable:

9.1 DUST AND DIRT

The presence of dust and dirt or related material on vertical or horizontal hard and soft surfaces to the degree that it is noticeable and will mark clothing or skin.

9.2 STAINS AND/OR MARKS

The presence of stains and marks to the degree that it is noticeable and alters the appearance of vertical and horizontal hard and soft surfaces or items of furnishing.

9.3 LITTER AND/OR REFUSE

The presence of litter and refuse on top of, underneath, behind or around vertical and horizontal and soft surfaces or items of furnishing.

9.4 SANITATION

The condition of sanitation that will cause odor or create a public hazard. Liquid or solid deodorants are not acceptable to control odors unless permitted by the Township. They are not to be used unless authorized.

9.5 GARBAGE

All garbage pails will be emptied daily and all garbage will be placed in the garbage dumpster located in the enclosure at the end of each cleaning service. No garbage is to be left in any of the buildings.

SECTION 10

LOCATION OF CLEANING AREAS

The areas to be cleaned under the contract and the frequency involved are as follows:

10.1 TOWN HALL

All areas of the Town Hall building located at 225 Main Street, Little Falls, NJ, 07424.

OFFICES/CONFERENCE ROOMS	WEEK	MONTH	OTHER
1. Vacuum carpets/rugs	5x		
2. Clean door glass	1x		
3. Empty wastebaskets and replace liners as needed	5x		
4. Collect and dispose of recyclable material	5x		
5. Clean windowsills and wood work	1x		
6. Dust all flat surfaces and vents	1x		
7. Dust top of all storage areas and shelves	1x		
8. Wipe down and disinfect counters	1x		
9. Dust window blinds	1x		
10. Spot clean carpets for spills and stains			As Needed
11. Sweep vinyl floors	1x		
12. Mop and disinfect vinyl floors	1x		
13. Clean glass tops			As Needed

RESTROOMS	WEEK	MONTH	OTHER
1. Clean mirrors & chrome fittings	5x		
2. Clean & sanitize sinks & countertops	5x		
3. Clean & sanitize toilets (outside & inside)	5x		
4. Clean & sanitize urinals (outside & inside)	5x		
5. Empty wastebaskets and replace liners as needed	5x		
6. Add water to floor drains	1x		
7. Spot clean metal partitions & walls			As Needed
8. Clean and sanitize door handles and door knobs	5x		
9. Restock restroom paper supplies (Township provides)			As Needed
10. Sweep restroom floors	5x		
11. Mop & sanitize restroom floors	5x		
12. Wipe down all walls, partitions and windowsills	1x		

BREAKROOM	WEEK	MONTH	OTHER
1. Sweep and damp mop floor	5x		
2. Empty wastebaskets and replace liners as needed	5x		
3. Collect and dispose of recyclable material	5x		
4. Clean and disinfect tables	5x		
5. Clean and disinfect counter tops	5x		
6. Clean sink & chrome fixtures	5x		
7. Wipe down water cooler and empty water tray	1x		
8. Spot clean walls			As needed
9. Clean cabinet fronts, appliance exteriors	1x		
10. Clean and sanitize door handles and door knobs	1x		
11. Spot clean spills			As Needed

COUNCIL CHAMBERS/COURT ROOM	WEEK	MONTH	OTHER
1. Wipe down dais and desks	3x		
2. Vacuum carpet	5x		
3. Clean and sanitize door handles and door knobs	5x		
4. Clean chairs	1x		
5. Clean all glass	3x		
6. Vacuum all chairs and spot clean	1x		
7. Wipe down woodwork and window sills	1x		
8. Clean window blinds	1x		
9. Empty waste basket and replace liners as needed	5x		

ENTRANCES, LOBBY, STAIRS, HALLWAYS	WEEK	MONTH	OTHER
1. Sweep Vinyl tile floors	5x		
2. Clean all woodwork	1x		
3. Vacuum carpets	5x		
4. Wash floor	1x		
5. Clean mats	5x		
6. Wipe down wood railings and spindles	1x		
7. Clean cobwebs from ceilings and lights	1x		

MISC	WEEK	MONTH	OTHER
1. Disinfect all water fountains	5x		
2. Wipe down elevator doors and walls	5x		
3. Vacuum and sanitize elevator	5x		
4. Clean all steps	5x		
5. Entryway glass cleaned	5x		
6. All hard surfaces swept	5x		
7. Dust window blinds	1x		
8. Sweep basement floor(walkway between stair towers)	1x		
9. Wipe down all hand rails and railings	1x		
10. Wash all landings and steps in Fire stairwells	1x		

10.2 POLICE DEPARTMENT

All areas of the Little Falls Police Department to be cleaned under the contract are located at 225 Main Street. The areas to be cleaned and the frequency are as follows:

OFFICE/CONFERENCE ROOMS	WEEK	MONTH	OTHER
1. Vacuum carpets/rugs	5x		
2. Clean door glass	5x		
3. Empty wastebaskets and replace liners as needed	5x		
4. Collect and dispose of recyclable material	5x		
5. Dust all flat surfaces and vents	1x		
6. Dust top of all storage areas and shelves		1x	
7. Spot wash doors and walls		1x	
8. Edge vacuum carpets			As Needed
9. Spot clean carpets for spills and stains			As Needed
 RESTROOMS	 WEEK	 MONTH	 OTHER
1. Clean mirrors & chrome fittings	5x		
2. Clean & sanitize sinks & countertops	5x		
3. Clean & sanitize toilets (outside & inside)	5x		
4. Clean & sanitize urinals (outside & inside)	5x		
5. Empty wastebaskets and replace liners	5x		
7. Spot clean metal partitions & walls			As Needed
8. Clean and sanitize door handles and door knobs	5x		
9. Restock restroom paper supplies (Township provides)			As Needed
10. Sweep restroom floors	5x		
11. Mop & sanitize restroom floors	5x		
12. Metal partitions & walls completely scrubbed		2x	
 HALLWAYS AND STAIRWELLS	 WEEK	 MONTH	 OTHER
1. Damp mop hard surface floors	5x		
2. Vacuum carpet/rugs	5x		
3. Dust all flat surfaces and vents	1x		
4. Spot wash doors and walls	1x		
 STORAGE AREAS	 WEEK	 MONTH	 OTHER
1. Sweep and vacuum	1x		
2. Check/stock/straighten shelves	1x		
 PUBLIC AREAS	 WEEK	 MONTH	 OTHER
1. Empty wastebaskets and replace liners as needed	5x		
2. Spot clean all interior windows to remove fingerprints	5x		
3. Sweep and wash tile floors	5x		
4. Completely clean all interior glass			2x per year
5. Dust all window treatments		1x	
 BREAKROOMS	 WEEK	 MONTH	 OTHER
1. Vacuum carpet	5x		

2. Empty wastebaskets and replace liners as needed	5x		
3. Collect and dispose of recyclable material	5x		
4. Clean and disinfect tables	5x		
5. Clean and disinfect counter tops	5x		
6. Clean sink & chrome fixtures	5x		
7. Sweep and damp mop tile floor	5x		
8. Spot clean walls			As Needed
9. Clean cabinet fronts, appliance exteriors		1x	
10. Clean and sanitize door handles and door knobs	1x		
11. Spot clean spills			As Needed

COPY ROOMS

	WEEK	MONTH	OTHER
1. Empty waste baskets and replace liner as needed	5x		
2. Clean and disinfect counter tops	1x		
3. Vacuum carpets/rugs	5x		
4. Damp mop floors	1x		
5. Collect and dispose of recycling material	5x		

LOCKER ROOMS

	WEEK	MONTHLY	OTHER
1. Clean mirrors and chrome fittings	5x		
2. Clean & sanitize sinks & countertops	5x		
3. Clean & sanitize toilets (outside & inside)	5x		
4. Clean & sanitize urinals (outside & inside)	5x		
5. Clean and sanitize shower areas	5x		
6. Empty wastebaskets and replace liners	5x		
7. Spot clean metal partitions & walls			As Needed
8. Clean and sanitize door handles and door knobs	5x		
9. Restock restroom supplies			As Needed
10. Sweep restroom floors	5x		
11. Mop & sanitize restroom floors	5x		
12. Metal partitions & walls completely scrubbed		2x	
13. Dust all flat surfaces and vents	5x		

JAIL CELLS/PROCESSING AREA

	WEEK	MONTHLY	OTHER
1. Clean & sanitize sinks & countertops	5x		
2. Clean & sanitize toilets (outside & inside)	5x		
3. Sweep floors	5x		
4. Mop & sanitize floors	5x		
5. Restock restroom supplies			As Needed

Floors in booking area, hallways and jail cells are to be scrubbed, with a machine in the spring when cleaning of tile and carpet floors

SALLY PORT (garages)

Sweep floor	1x		
Wash floor		1x	

10.3 VIOLATION BUREAU

All areas of the Violation Bureau to be cleaned are located at 225 Main Street. The areas to be cleaned and the frequency are as follows:

OFFICE ROOMS	WEEK	MONTH	OTHER
1. Vacuum carpets/rugs	5x		
2. Clean violation window glass	5x		
3. Empty wastebaskets and replace liners as needed	5x		
4. Collect and dispose of recyclable material	5x		
5. Dust all flat surfaces and vents	1x		
6. Dust top of all storage areas and shelves		1x	
7. Spot wash doors and walls		1x	
8. Edge vacuum carpets			As Needed
9. Spot clean carpets for spills and stains			As Needed
10. Clean and sanitize door handles and door knobs	5x		
RESTROOMS	WEEK	MONTH	OTHER
1. Clean mirrors & chrome fittings	5x		
2. Clean & sanitize sinks & countertops	5x		
3. Clean & sanitize toilets (outside & inside)	5x		
4. Empty wastebaskets and replace liners	5x		
5. Spot clean walls			As Needed
6. Clean and sanitize door handles and door knobs	5x		
7. Restock restroom supplies			As Needed
8. Sweep restroom floors	5x		
9. Mop & sanitize restroom floors	5x		
10. Wipe down all walls	1x		
HALLWAYS AND STAIRWELLS	WEEK	MONTH	OTHER
1. Damp mop hard surface floors	5x		
2. Vacuum carpet/rugs	5x		
3. Dust all flat surfaces and vents	1x		
4. Spot wash doors and walls	1x		
5. Clean glass windows and doors	3x		
BREAKROOMS	WEEK	MONTH	OTHER
1. Vacuum carpet	5x		
2. Empty wastebaskets and replace liners as needed	5x		
3. Collect and dispose of recyclable material	5x		
4. Clean and disinfect tables	5x		
5. Clean and disinfect counter tops	5x		
6. Clean sink & chrome fixtures	5x		
7. Spot clean walls			As Needed
8. Clean cabinet fronts, appliance exteriors		1x	
9. Spot clean spills			As Needed
RETENTION/HOLDING AREA	WEEK	MONTH	OTHER
1. Sweep vinyl floors	3x		
2. Mop and sanitize floor	1x (or)		As Needed
3. Wipe down bench and sanitize	2x		
4. Clean and sanitize door handles and door knobs	3x		
5. Wipe down all walls			As needed

10.4 CIVIC CENTER

All areas of the Civic Center to be cleaned are located at 19 Warren Street. The areas to be cleaned and the frequency are as follows:

OFFICE ROOMS	WEEK	MONTH	OTHER
1. Vacuum carpets/rugs	3x		
2. Clean door glass	3x		
3. Empty wastebaskets and replace liners as needed	3x		
4. Collect and dispose of recyclable material	3x		
5. Dust all flat surfaces and vents	1x		
6. Dust top of all storage areas and shelves		1x	
7. Spot wash doors and walls		1x	
8. Spot clean carpets for spills and stains			As Needed
MEETING ROOM	WEEK	MONTH	OTHER
1. Sweep floors	5x		
2. Clean door glass	1x		
3. Empty wastebaskets and replace liners as needed	5x		
4. Collect and dispose of recyclable material	5x		
5. Clean windowsills and wood work	1x		
6. Dust window blinds		1x	
7. Spot clean floors for spills and stains			As Needed
8. Mop floors	1x		
9. Clean and disinfect tables	3x		
10. Wipe down chairs	1x		
RESTROOMS	WEEK	MONTH	OTHER
1. Clean mirrors & chrome fittings	5x		
2. Clean & sanitize sinks & countertops	5x		
3. Clean & sanitize toilets (outside & inside)	5x		
4. Clean & sanitize urinals (outside & inside)	5x		
5. Empty wastebaskets and replace liners	5x		
6. Spot clean walls			As Needed
7. Clean and sanitize door handles and door knobs	5x		
8. Restock restroom supplies			As Needed
9. Sweep restroom floors	5x		
10. Mop & sanitize restroom floors	5x		
11. Wipe down all walls and partition	1x		
KITCHEN	WEEK	MONTH	OTHER
1. Clean and disinfect floor	3x		
2. Empty wastebaskets and replace liners as needed	3x		
3. Collect and dispose of recyclable material	3x		
5. Clean and disinfect counter tops	3x		
6. Clean sink & chrome fixtures	3x		
7. Spot clean walls			As Needed
8. Clean cabinet fronts, appliance exteriors		1x	
9. Spot clean spills			As Needed

FOYER AND STAIRWELLS	WEEK	MONTH	OTHER
1. Damp mop hard surface floors	5x		
2. Vacuum carpet/rugs	5x		
3. Dust all flat surfaces and vents	1x		
4. Spot wash doors and walls	1x		
5. Clean glass windows and doors	3x		
6. Mop and sanitize foyer floor	3x		
7. Clean stairway to second floor and hallway	3x		
SHOWER ROOM	WEEK	MONTH	OTHER
1. Wipe down shower and sanitize			As Needed
2. Clean and disinfect floor			As Needed
3. Wipe down walls			As Needed

10.5 GENERAL

CLEANING OF CARPET and TILE FLOORS (to be included in base price)

All tile floors shall be stripped and waxed annually during the spring

All carpets are to be cleaned annually in the spring. Cleaning of carpets shall be done in accordance with the manufactures recommendations. Steam cleaning is preferred, but carpeting and/or backing is not to be damaged by the cleaning.

Carpets in the violation bureau, police station and council chamber/court room are glued down squares.

Exact scheduling for cleaning to be determined.

SECURITY FOR ALL BUILDINGS

1. Leave designated lights on
2. Conserve energy, turn off lights when leaving an area
3. Close and/or lock all doors designated by Township
4. All employees must have photo I.D. name tags when on duty
5. Do not prop open entry doors
6. Never allow unauthorized people into the building

MISCELLANEOUS

All HVAC vents and louvers shall be cleaned at least monthly or as necessary

All floor drains are to be filled with water at least once per month

REPORTS

A weekly check list supplied by the Township will be filled out each week by the cleaning person and left with the Clerk's office detailing the cleaning of the buildings.