

**BOROUGH OF METUCHEN
COUNTY OF MIDDLESEX
STATE OF NEW JERSEY**

REQUEST FOR PROPOSALS

**FOR
JANITORIAL SERVICES**

SEALED PROPOSALS MUST BE RECEIVED AT:

**Borough of Metuchen
Attention: Deborah Zupan, Municipal Clerk
500 Main Street
Metuchen, NJ 08840**

By

June 18, 2024

1:00 P.M.

ADVERTISEMENT

REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES

Notice is hereby given that pursuant to N.J.S.A. 40A:11-4.3, et seq., sealed proposals will be received by the Borough of Metuchen in the County of Middlesex, New Jersey for JANITORIAL SERVICES FOR THE BOROUGH OF METUCHEN. Proposals will be opened and read in public by the Borough Clerk, 500 Main Street, Metuchen, New Jersey, 08840 on June 18, 2024, at 1:00 P.M. prevailing time.

Proposal shall be delivered by hand or mailed to the Borough Clerk, Administration Building, 500 Main Street, Metuchen, New Jersey 08840 by **June 18, 2024, 1:00 P.M.** **Bidders are reminded that proposals shall be enclosed in a sealed opaque envelope and the outside of the envelope shall bear the name, address, and email address of the bidder as well as the indication, “JANITORIAL SERVICES FOR THE BOROUGH OF METUCHEN”.** The Borough shall not be responsible for bids mis-mailed, misdelivered, or misdirected. Bidders are responsible for the timely delivery of their proposal and no bid shall be accepted after the public call for receiving bids. Proposals received after the date and time specified herein will be returned unopened to the bidder. The Borough assumes no responsibility for Proposals that are improperly mailed, misdirected or which arrive late.

Request for Proposal Documents (“RFP Documents”) for the proposed scope of services being sought will be available with the Borough Clerk, 500 Main Street, Metuchen, New Jersey 08840 and may be inspected or received by prospective vendors by appointment during regular business hours, 8:00 AM to 4:00 PM. or requested via email at dzupan@metuchen.com. Prospective Vendors will be furnished with a copy of the RFP Documents upon proper written request or in person request.

Proposals should be submitted with the required forms and must be enclosed in a sealed envelope bearing the name and address of the Proposed Vendor, in a sealed envelope labeled “**JANITORIAL SERVICES - Request for Proposals**” and addressed to the Borough Clerk, Deborah Zupan, 500 Main Street, Metuchen, New Jersey 08840.

No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The contract will be awarded to the highest scoring, most qualified and responsible Vendor. It is the intention of the Borough to award a contract to the proposed vendor based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices in accordance with the selection criteria set forth in the RFP Documents. The Borough reserves its rights to reject any or all proposals or to waive any informality and to accept the proposal that, in its judgment, will best serve the interests of the Borough consistent with the criteria set forth in the RFP Documents.

A Pre-Bid meeting /site visit is scheduled for June 5, 2024, starting at 10:00 AM at the Metuchen Municipal Building, 500 Main Street, Metuchen, NJ 08840.

Proposed Vendors are required to comply with the current requirements of N.J.A.C. 10:5-31, N.J.A.C. 17:27, N.J.A.C. 5:34-1 and N.J.S.A. 34:11-56.25 et. seq. (P.L. 1963, c. 150, Prevailing Wages).

Deborah Zupan, 500 Main Street, Metuchen, New Jersey 08840

SECTION 1

INTRODUCTION

The Borough of Metuchen is soliciting Proposals for the provision of services, as more particularly described herein. Persons and/or firms interested in rendering to the Borough such services must prepare and submit a Proposal in accordance with the procedure and schedule in this Request for Proposal (“RFP”). The Borough intends to evaluate the proposals received and to award a contract for the provision of janitorial services on their behalf.

SECTION 2

GENERAL INFORMATION

Procurement Process and Schedule

Proposals will be reviewed and evaluated by the Borough to determine if the Proposer has met the minimum requirements of professional management, technical, administrative, and financial areas described in this RFP. The selection of a qualified vendor is being made pursuant to N.J.S.A. 40A:11-4.3 of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. The Borough has structured a procurement process that establishes a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal in response to this RFP. Based upon the totality of information contained in the Proposal, the Borough will determine which Vendor is best based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices in accordance with the selection criteria set forth herein.

All communications concerning this RFP, or the RFP process shall be directed, **in writing**, to the Borough Administrator.

Proposals must be submitted to, and be received by the Borough Clerk, by 1:00 P.M. prevailing time on the date due. Proposals will not be accepted by facsimile transmission or electronic mail.

Conditions Applicable to RFP

Upon submission of a Proposal in response to this RFP, the Vendor acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All costs incurred by the Vendor in connection with responding to this RFP shall be borne solely by the Vendor.
- The Borough reserves the right (in its sole judgment) to reject any Vendor that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.

- The Borough reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information. Prospective vendors shall be notified of any modifications made by the Borough of Metuchen.
- No Proposals shall be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the Borough (in the exercise of its sole discretion) in accordance with law.
- The Borough may request proposed Vendors to send representatives to the Borough for interviews with the appropriate Borough Officials.
- Any and all Proposals not received by the Borough by 1.00 p.m. prevailing time on the date due will be rejected.
- Neither the Borough, nor their respective staff, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal.
- The Borough may waive any technical non-conformance with the terms of this RFP.
- The Borough may suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Borough may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the proposed Vendors.

Form of Contract

If applicable, a contract will be entered substantially similar to the attached Form of Agreement which shall incorporate all terms, conditions and requirements of the Bid Specifications. Proposed bidders shall review the contents of the proposed form of Contract. By submission of its proposal, Bidder accepts all terms and conditions contained in the proposed form of Agreement

Terms of Agreement

Should the Borough enter into an Agreement as a result of this RFP, the initial term of the Agreement shall be for period of one (1) year. Thereafter, Borough shall have the right, at its option, to renew the Agreement for up to two (2) additional renewal terms of one (1) year each. The Borough reserves the right to terminate the contract at any time for any reason or without reason upon thirty (30) days' notice.

Duty to Notify of Errors

Vendors shall carefully study, compare, correlate, and coordinate its obligations both within this Request for Proposals and as to extrinsic information that may in any way affect its obligations, including circumstances pertaining to the description of the Services required by this Request for Proposals, facts, and circumstances specific to the Borough of Metuchen, and

any such other factors as may affect the Services. Except as specifically provided in the Proposal Documents, the respondent assumes all risks and responsibility for any and all conditions and circumstances that pertain to the Services whether the same are known or unknown to the respondent at the time of submission.

Notice of any alleged error, omission or inconsistency that should have been reasonably identified prior to submittal shall be provided to the Borough immediately in order so that the Borough in its discretion, may issue an Addendum. A vendor's failure to do so constitutes an absolute waiver of any claims with respect to any error, omission or inconsistency that may thereafter be asserted with respect thereto and shall bar any recovery regarding such claims.

Promptness of Proposal Submittal

It is the responsibility of the vendor to ensure that its proposal is presented at the Borough Offices before the date and time fixed for closure of the proposal period. Proposals will not be accepted or received by the Borough after the advertised closing date and time. The Borough assumes no responsibility whatsoever in connection with any defects arising out of the issuance of the Contract or the receipt or failure to receive proposals, including those which may arise from delay for any reason in obtaining the Contract or submitting the proposal forms, including but not limited to, traffic delay, messengering, mislabeling, mis-directions from any source, mis-delivery or otherwise.

Laws and Regulations

The successful vendor is required to keep itself informed of and to comply with all applicable Federal, State and Local laws and rules and regulations of all authorities having jurisdiction over the subject matter of the contract. If applicable, the successful respondent shall also be responsible for securing and paying for all permits, governmental fees, and licenses necessary for the proper execution and completion of the work required by the Contract.

A comprehensive list of all cleaning agents, disinfectants, etc. to be used on site shall be provided to the Director of Public Works prior to bringing the substance to a Borough of Metuchen building/facility.

The Right to Know Surveys from **public employers** are sent to the NJDOH, while Community Right to Know Surveys from **private employers** are sent to the NJDEP. Copies of both surveys are sent to local fire and police departments, designated RTK County Lead Agencies, local health departments, and local emergency planning committees.

Public employers are required to establish and maintain a RTK Central File at each facility. The RTK Central File must include a copy of the facility's RTK Survey, Material Safety Data Sheets (MSDS), NJDOH Hazardous Substance Fact Sheets, and a copy of the RTK Hazardous Substance List.

Public employers must also label containers with the chemical name and Chemical Abstract Service (CAS) number of the containers' ingredients and post the RTK Poster.

No Assignment

The RFP submitter may not assign, sell, transfer or otherwise dispose of RFP solicitation or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful RFP submitter to assign or otherwise dispose of its duties and obligations under this contract provided that the Borough of Metuchen agrees to the assignment or other disposition. No such assignment shall become effective without written approval of the Borough of Metuchen.

Post-Award Submittals.

The successful vendor shall provide its Post-Award Submittals, including all Contract Forms, all required insurance, (all of the above dated and fully effective simultaneous with the date of the Agreement); and a list of key personnel, including, business, mobile and emergency telephone and fax information, as and when required by the Borough.

False Material Representation - N.J.S.A 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Interpretations and Addenda

No interpretation of the meaning of the terms and conditions of this RFP will be made to any vendor orally. Every request for such interpretation should be made in writing to the Borough Administrator and must be received no later than **1:00 p.m. on June 7, 2024**, to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. All addenda so issued shall become part of this RFP and the contract documents and shall be acknowledged by submitters of RFP. The Borough's interpretation in corrections thereof shall be final.

RFP submitters understand and agree that its submission is made on the basis of the specifications prepared by the Borough, and the RFP submitter accepts the obligation to become familiar with these specifications.

When issuing addenda, the Borough shall provide required notice prior to the official receipt of proposal to any person who has submitted a proposal or who has received an RFP package pursuant to N.J.S.A. 40A:11-23©(1).

Invoicing

Within 30 days after the end of each calendar month during the term of the contract during which the contractor provided services as provided in these bid/proposal specifications, the contractor will submit an itemized invoice to the Borough of Metuchen for the preceding calendar month. Separate itemized invoicing is required for services provided at the Metuchen Public Library building.

Indemnification

The successful Vendor shall agree to defend, indemnify, and hold the Borough harmless for any claims brought against, or damages incurred by the Borough as a result of the successful Proposer's or its agents', servants', or subcontractor's act, omission, negligence, breach of contract, and/or failure to comply with any applicable law, regulation, ordinance, code, rule or policy.

The successful Vendor shall agree to defend, indemnify, and hold the Borough harmless in connection with any claims made by any consultant, vendor, subcontractors, or suppliers concerning work performed or goods provided, including, without limitation, claims for unpaid services, wages and/or benefits, or claims relating to or claims resulting from the Borough's termination of this Agreement.

Insurance Required

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 Borough. The policies and endorsements shall be specifically referred to the Borough as an insured party of this contract and shall state that the insurance as provided conforms to the requirements of these contract documents.

At all times during performance of the Services, the Contractor shall secure and maintain in effect insurance to protect the Borough of Metuchen and the Contractor from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. The contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

Commercial Liability Insurance. Before this Contract is fully executed by its parties, the Contractor shall provide the Borough with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of One Million Dollars (\$1,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract, as well as for the duration of any Contract extensions granted by the Borough of Metuchen. The insurance shall be with an insurance company or companies rated A VII or higher in Best's Guide.

Worker's Compensation Insurance: Worker's Compensation Insurance in the statutory amount of Five Hundred Thousand Dollars (\$500,000.00). Borough employees will not be covered under the Contractor's worker's compensation coverage.

The Company agrees to maintain adequate insurance coverage for the services in this Agreement.

- a) At all times during performance of the Services, the Company shall secure and maintain in effect insurance to protect the Borough and the Company from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. The Company shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

PROVIDER shall make effective the following minimum insurances and follow all provisions, at its own expense, prior to commencement of the services in this agreement. Such insurance requirements shall apply to **PROVIDER** and any sub-providers of **PROVIDER**.

Group 1 (Small)

Scope: Maintenance, Repair, Small Services, Use of Premises

Insurance Coverages

1. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
2. Business Automobile Liability: \$1,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
3. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
4. Workers' Compensation: Statutory
5. Employers' Liability:
\$1,000,000
6. 6. Crime: \$1,000,000
 - a. Must include Employee Theft and Client Coverage
7. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate

The Contractor shall furnish the Borough with satisfactory proof of carriage of the insurance required by submitting a certificate of insurance naming the Borough of Metuchen as an additional insured interest.

Affirmative Action Requirements

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10-5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Each Vendor shall submit to the Borough, preferably with its proposal, but in no event later than after notification of award but prior to execution of a contract, one of the following three documents:

- i. Appropriate evidence that the Respondent is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27 et seq.; or
- iii. An Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27 et seq.

The successful proposer shall also be required to comply with the Mandatory Equal Employment Opportunity Language for Goods, Professional Services and General Services as set forth in this RFP. This language will be incorporated into and made a part of the contract as an exhibit thereto.

Proposers shall complete and submit the Affirmative Action Compliance Form with their Proposal.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. RFP submitters are required to read Americans with Disabilities language that is included in the Forms section of this solicitation and agree that the provisions of Title II of the Act are made a part of the Contract. The Contractor is obligated to comply with the Act and to hold the Borough harmless. **Proposers shall acknowledge the ADA requirements and return a completed form with the RFP Forms.**

[New Jersey Anti-Discrimination N.S.S.A. 10:2-1](#)

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor is prohibited in this Contract from subcontracting for any services performed during the term or the original contract or in any subsequent contract extensions granted by the Borough of Metuchen.

Business Registration Certificate (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:42-44, prior to the award of contract (but preferably with their proposal), all Respondents should submit with their proposal package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Such certificate shall have been issued prior to the proposal due date and time. It is recommended that Respondent submit said Certificate with its Proposal.

Ownership Disclosure Statement/Stockholder's Disclosure

Pursuant to N.J.S.A. 52:25-24.2, the Bidder shall submit with its Bid, or prior to receipt of bids, a statement setting forth the names and addresses of all stockholders in the corporation, partnership or other business entity bidding who own ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation, partnership or other business entity, the Bidder shall submit further disclosures for such entity pursuant to the law.

Failure to submit a stockholder disclosure document shall result in rejection of the RFP.

Political Contribution Disclosure Statement — Pay To Play.

The term "business entity," used in this Notice as an umbrella term for vendors or contractors, is defined by N.J.S.A. 19:44A-20.7 as "any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association, or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction." Section 13 of the Act amended the definition of "fair and open process" in N.J.S.A. 19:44A-20.7 to expressly include contracts awarded under a public bidding or competitive contracting process pursuant to the Local Public Contracts Law. C

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the ELEC pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 Section 3) if the business entity receives contacts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.nj.us.

Chapter 271 Political Contribution Disclosure Form All respondents shall submit with their Proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form.

Non-Collusion Affidavit

The Proposer shall submit with its proposal, a statement of non-collusion.

Disclosure of Investments In Iran Form.

Pursuant to N.J.S.A. 52:32-5, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Borough finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

Disclosure of Federal Non-Debarment

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

Record Maintenance

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions, or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

W-9

Proposers shall complete and execute a W-9 Form with its proposal. A copy of the W-9 Form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

SECTION 3

SCOPE OF SERVICES

Intent and Scope of Work

The Borough of Metuchen seeks to receive proposals for the provision of janitorial services. The successful vendor shall be responsible providing janitorial services at the following locations:

A. Borough Hall & Police Station, 500 Main Street, Metuchen, NJ 08840

Metuchen Senior Citizen Center, 15 Center Street, Metuchen, NJ 08840

Metuchen Public Works Administrative Office, 44 Jersey Avenue, Metuchen, NJ 08840

Metuchen Public Library, 480 Middlesex Avenue, Metuchen, NJ 08840

B. **On June 5, 2024, starting at 10:00 A.M.** the borough will hold for interested Bidders a Site Visit at the Metuchen Municipal Building, 500 Main Street, Metuchen, New Jersey. There will be a tour of the Municipal Building, Senior Citizen Building, Police Department, Library and Public Works Administrative Building from 10:00 to 11:00 A.M. **There will be NO OTHER OPPORTUNITY to tour any of the buildings.** The purpose of this meeting is to visit the sites that are subject of the Contract. **Attendance at the Site Visit is strongly recommended.** It shall be the responsibility of the bidder to visit the sites and make a tour and inspection of the areas to be cleaned under the terms of this bid. No special consideration will be given after bids are opened because of a Bidder's failure to be knowledgeable of all conditions at the Facilities. As part of the Bidder's submission, Bidder shall complete a Site Visitation Certification, indicating that the Bidder either participated in the Site Visit or in the alternative failed to attend, however was waiving any rights or claims relating to Bidder's failure to inspect the site prior to the Bid. The form of the Site Visit Certification is attached hereto as Form R.

C. The contractor shall provide service for this specification to be awarded by the Borough Council. The Contractor shall provide janitorial services as described herein. For purposes of janitorial services to be provided, the following is the specific facility and location within the facility along with the required tasks for each level of service to be provided as set forth in the Janitorial Services Required.

D. **LOCATION: ENTRANCE LOBBY, CONFERENCE ROOMS, HALLWAYS AND COMMON AREAS OF METUCHEN BOROUGH HALL, POLICE DEPARTMENT, SENIOR CITIZEN BUILDING, PUBLIC WORKS ADMINISTRATIVE BUILDING AND LIBRARY BUILDING**

MINI CLEAN – PERFORMED DAILY:

- Vacuum high traffic areas nightly

- Vacuum and disinfect all hard surface floors
- Empty, clean and disinfect trash receptacles
- Disinfect counters, tables and chairs
- Clean all glass doors in entrance areas, lobby, etc.
- Police Department Locker Rooms – mop and disinfect floor and bathroom areas

FULL CLEAN includes “MINI CLEAN” tasks plus the following to be performed once/week:

- Dust pictures, displays and spot clean glass if necessary
- Clean glass, disinfect handrails and doors
- Clean doorjamb
- Thoroughly vacuum carpeted floors – wall to wall
- Clean thresholds
- Dust and spot clean walls and baseboards
- Dust window blinds
- Dust tops of Police Department Lockers
- Dust tops of all file cabinets and desk units throughout facilities

LOCATIN: “NON-COMMON” OFFICE AND CONFERENCE ROOMS INCLUDING INDIVIDUAL OFFICES, TV STUDIO IN BOROUGH HALL BASEMENT, POLICE LOCKER ROOM AND MUSTER ROOM, COURT ROOM AND JUDGES CHAMBER AS INDICATED BELOW DURING NORMAL BUSINESS HOURS FROM 8:00 AM TO 4:00 PM:

DAILY CLEAN:

- Vacuum all offices, meeting rooms, waiting areas and high traffic areas
- Empty, clean and disinfect trash receptacles
- Dust pictures, displays and spot clean glass if necessary
- Spot clean handrail glass, handrails doors, walls, and baseboards
- Wipe down and disinfect counters and tables
- Clean all glass doors and window seals

WEEKLY CEAN:

- Thoroughly vacuum carpeted floors – wall to wall
- Clean basement floor in Borough Hall and Police Department
- Clean thresholds
- Clean door jamb
- Clean all stairwells, including Police Department
- Court room and balcony – vacuum floor, polish brass and horizontal ledges

- Mop and disinfect hard surface floors

LOCATION: KITCHEN (ALL FACILITIES)

DAILY CLEAN:

- Empty, clean and disinfect all waste receptacles and replace plastic liners
- Remove waste material to building trash bin
- Wipe down and disinfect all counters and tables
- Clean and disinfect all sinks and back splash areas

WEEKLY CLEAN:

- Sweep or dust mop all hard surface floors
- Thorough mop and disinfect hard surface floors
- Wipe down exterior of appliances and vending machine
- Clean and disinfect interior and exterior of microwave ovens
- Spot clean walls, doors, doorframes, and kick plates

LOCATION: JAIL CELL

DAILY CLEAN:

- Clean floors, remove trash, wipe/clean and disinfect sinks, toilets and perform any other needed cleaning and disinfecting tasks

WEEKLY CLEAN:

- Mop and disinfect floors
- Clean as needed per request from Police Department

LOCATION – REST ROOMS (ALL FACILITIES)

DAILY CLEAN:

- Wash all floors with germicidal disinfectant and remove all spots and stains
- Wash and polish all mirrors and bright work
- Wash and wipe dry all plumbing fixtures
- Wash and disinfect all toilet seats, both sides
- Scour, wash, and disinfect all basins, urinals, and bowls
- Empty paper towel trash receptacles and dispose in building trash receptacles, and replace trash liners
- Fill soap dispensers and paper towel dispensers
- Fill toilet tissue, seat covers and sanitary napkin receptacles

- Empty and clean sanitary napkin disposal receptacles
- Clean, wash and disinfect receptacles and dispensers
- Remove fingerprints and spots from walls
- Remove all unauthorized marks and writings from walls, partitions, etc.
- Report all maintenance problems to building manager (dripping faucets, broken fixture handles, leaking fixtures, etc.)
- Pour water down floor drains

WEEKLY CLEAN

- Dust and clean walls.
- Wash tiled walls and partitions
- High dust walls, light fixtures, and ventilation grills

E. Based on the prior provisions, the following levels of service are to be performed at the designated location/facilities below at the intervals and times available set forth below:

Borough Hall & Police Station – 500 Main Street, Metuchen, NJ 08840

Daily – Must be performed daily (Monday – Friday)

Weekly – Must be performed 1 day per week

Cleaning Service Hours Common Areas – Monday through Friday – After 4:00 PM

Cleaning Service Hours, Non-Common Areas – One Day/Week between 8 AM-4 PM

Metuchen Public Library – 480 Middlesex Avenue, Metuchen, NJ 08840

Daily – Must be performed five (5) days per week

Weekly – Must be performed 1 day per week

Cleaning Service Hours Common Areas – Monday through Thursday – After 9:00 PM

Friday and Saturday – After 5 PM

Metuchen Senior Citizen Center – 15 Center Street, Metuchen, NJ 08840

Public Works Administrative Building – 44 Jersey Avenue, Metuchen, NJ 08840

Daily – Must be performed daily (Monday – Friday)

Weekly – Must be performed 1 day per week

Cleaning Service Hours– Monday through Friday – After 2:00 PM

F. ALL CLEANING MUST BE PERFORMED IN CONFORMANCE WITH HEALTH, SAFETY AND OTHER LAWS AND REGULATIONS, INCLUDING COVID 19 PROTOCOLS PER NEW JERSEY DIVISION OF HEALTH AND HUMAN SERVICES – AT THE TIME OF RFP SOLICITATION, WEARING OF A FACE MASK IS REQUIRED WHEN INSIDE BOROUGH OF METUCHEN BUILDINGS/FACILITIES.

No chemicals/cleaning products used by vendor in the performance of any aspect of this janitorial services contract shall be stored at Borough Hall or any other Borough location. A list of all products used in the performance of this contract that are provided by the vendor must be submitted with the RFP response.

Any change in chemicals/cleaning products beyond the initial approved list of chemicals/cleaning products must be approved in writing by the Borough Administrator or Borough Administrator's designee prior to use of said chemical(s)/cleaning product(s).

G. Performance Requirements

- a. Contractor shall be responsible to provide all labor and equipment as stated in the Work Specification for each location and/or facility. **No subcontracting of work is permitted for any services performed by the Contractor for the Borough.**
- b. The Contractor shall furnish all necessary cleaning supplies (e.g., glass cleaner, disinfectant, etc.), operational materials and equipment (e.g., vacuum cleaners, brooms, etc.) and labor to perform the services required herein. The Borough shall supply the Contractor wastepaper basket liners, toilet paper, paper towels and soap to replenish the soap dispensers.
- c. The Contractor shall be responsible for supervision of its employees
- d. All cleaning services shall be performed in a workmanship-like manner as described by this specification. Deviations will not be considered unless the Contractor can explain in detail the deviation is of material benefit to the Borough of Metuchen and provides service level at least equivalent to that specified herein.
- e. Contractor shall comply with all procedural instructions that may be issued from time to time by the Borough Administrator for the Borough of Metuchen
- f. During the term of the contract, no change is permitted in any of the conditions and specifications unless Contractor receives written approval from the Borough of Metuchen Administrator.
- g. The Contractor, or Contractor's authorized representative, shall meet quarterly with a designated representative of the Borough of Metuchen to discuss the services provided.
- h. Borough of Metuchen, due to the circumstances of Covid-19, has the right to flex the schedule of cleaning due to Borough closures and unforeseen circumstances.

H. Contractor Personnel

- a. At a minimum, Contractor shall assign **a shift of two (2) employees daily** to perform the services described herein for the Borough of Metuchen.
- b. The Contractor shall supply a list of personnel assigned to work at each location. The list shall include the name and age for identification purposes only.
- c. The Contractor shall designate one employee as the Supervisor, who shall have full authority to act for the Contractor. The Contractor shall notify the Public Works Director, in writing, that a Supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract, and prior to the beginning

- of any contract extensions granted by the Borough of Metuchen. The Contractor shall promptly notify the Public Works Director, in writing, of any changes.
- d. All personnel shall be physically able and capable employees thoroughly trained and qualified to the work assigned to them.
 - e. All personnel must observe all regulations in effect at the various Borough locations. The Contractor shall require their employees to comply with instructions issued by the Borough of Metuchen pertaining to conduct and building regulations.
 - f. The Contractor shall prohibit their employees from disturbing papers on desks, opening desk or cabinet drawers or using telephone or office equipment provided for official Borough use.
 - g. The Contractor shall be responsible to see that all articles found by their employees are turned in to the Borough Administrator.
 - h. The Contractor or their personnel shall not represent themselves as employees of the Borough of Metuchen.
 - i. The Contractor's employees must be competent in their work, and if any person employed by the Contractor shall appear incompetent, the Borough of Metuchen shall notify the contractor and specify how the employee is incompetent and the Contractor shall take immediate steps to correct and remedy the situation, including disciplinary action if necessary. The Borough of Metuchen may request that Contractor to transfer for the work crew employees who are found to be incompetent, disruptive, prone to excessive tardiness or absenteeism.
 - j. Since Contractor's employees will be working in areas with restricted access and sensitive materials, Contractor's employees will be subject to background check and fingerprinting before being cleared to work at Borough Hall and Police Department.
 - k. Proof of adequate training regarding health, safety and other laws and regulations (Federal and State of New Jersey) is required for all vendor personnel performing cleaning services under this contract.

SECTION 4

MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS

In order for an individual/firm to be considered by the Mayor and Council, interested parties submitting proposals in response to this RFP must meet the following:

Minimum Qualifications

A. The proposer, and the individuals assigned to provide these services, must demonstrate at least five (5) years' experience providing janitorial services to governmental or commercial entities of at least the scope of work as detailed in the solicitation.

B. The individual/firm has sufficient staff to satisfy the scope of services described in this proposal, with the understanding that no services provided for in this Contract may be subcontracted for during the duration of the Contract or subsequent Contract extensions by the Borough of Metuchen; and

C. The individual/firm is in good standing within the State of New Jersey.

Submission Requirements

Proposals shall be submitted in a sealed envelope. One original and three (3) copies of the sealed proposal packages bearing the name and address of proposer with the contract name clearly marked on the outside envelope in the lower left- hand corner must be submitted to the Borough no later than 1:00 P.M. prevailing time on June 18, 2024, at the address below.

**Deborah Zupan, Borough Clerk
Borough of Metuchen
500 Main Street, Metuchen, NJ 08840**

Borough of Metuchen Janitorial Services - Request for Proposals

Complete Proposal Submittal

Vendors shall fully and accurately complete all Proposal Forms as required, with all attachments. Failure to include any required pricing information may render such response incomplete, non-responsive and subject to rejection depending upon the omission. Any rejection of the specified language and contents of the Proposal Forms will also be sufficient grounds for rejection.

Vendors shall familiarize itself with all forms provided by the Borough that are to be returned. If there are any forms that the Borough is to provide that are either missing or illegible, it is the responsibility of the respondent to contact the Borough Administrator for duplicate copies of the forms. This must be done before the due date and time. The Borough accepts no responsibility for duplicate forms that were not received by the respondent in time for submittal.

The Borough may consider any proposal submission not prepared and submitted in accordance with the provisions hereof and may waive informalities or may for any reason reject any and all informal proposals, all in accordance with applicable law.

All documents returned to the Borough shall be signed with an original signature in ink. Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected. The Borough will not accept facsimile or rubber stamp signatures on the Proposal.

Forms

Vendors shall complete and return with its Proposal the following forms:

1. RFP/BID SUBMISSION CHECKLIST –FORM A
2. PROPOSAL BASED ON RFP/BID SPECIFICATIONS – FORM B
3. STATEMENT OF PROPOSER/BIDDER QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY AFFIDAVIT – FORM C
4. PROPOSER/BIDDER QUESTIONNAIRE – FORM D
5. NON-COLLUSION AFFIDAVIT – FORM E
6. OWNERSHIP DISCLOSURE STATEMENT/STOCKHOLDER STATEMENT OF OWNERSHIP – FORM F
7. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – FORM G
8. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE–FORM H
9. AFFIRMATIVE ACTION COMPLIANCE NOTICE – FORM I
10. AMERICANS WITH DISABILITIES ACT OF 1990 – FORM J
11. C. 271 POLITICAL DISCLOSURE STATEMENT – FORM K
12. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – FORM L
13. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS – FORM M
14. ACKNOWLEDGEMENT OF ADDENDA- FORM N
15. COMPLETED W-9 – FORM O
16. AFFIDAVIT OF FEDERAL NON-DEBARMENT – FORM P
17. FORM OF CONTRACT – FORM Q
18. SITE VISIT CERTIFICATION – FORM R

Along with the Borough's Forms listed above, Vendors shall submit a Qualification Statement which at a minimum, addresses and includes the following:

A, The full name of the proposer, the principal place of business and, if different, the place where the services will be provided;

B. Name of the key contact person;

C. A description of the business organization (i.e., sole proprietorship, corporation, partnership, joint venture, etc.) of each firm, its ownership and organizational structure;

D. The number of years the organization has been in business under the present name, and the number of years the business organization has been under the current management;

E. Proposer must demonstrate at least five (5) years of experience providing janitorial services at a minimum, for the scope of services of this solicitation. Proposer shall provide a listing of all other engagements where services of the type being proposed were provided during the past two calendar years. Contact information for the recipients of the similar services must be provided. The Borough may obtain references from any of the parties listed;

F. A detailed description of services that will be provided to the Borough, along with a proposed outline of tasks, and project schedule to complete each task; the schedule serves as confirmation of the basic services requested in this solicitation.

G. A statement that neither the firm nor any individuals assigned to this project have ever been prohibited from working with public entities in the State of New Jersey;

H. A list and description of all liability claims, if any, brought against the applicant during the past five (5) years;

I. Provide a list of any judgments, claims or suits pending or outstanding against company. If any, please explain;

J. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

K. List all immediate relatives of Principal(s) of Vendor who are Borough employees or elected officials of the Borough. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

L. Written confirmation that all key employees have any appropriate federal and state licenses to perform activities.

M. A narrative statement indicating that the Vendor understands the Borough's needs and goals.

Q. A cost proposal and a proposed budget based on the scope of services sought for the 2024 calendar year. Proposers shall submit a cost proposal which shall include all specific costs and charges to the Borough, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). The cost proposal shall include all costs and charges associated with janitorial services, the Borough of Metuchen shall not incur additional costs or fees associated with the services rendered. By submission of a qualification statement, proposer acknowledges and agrees to adhere to the fee schedule to be set by the Borough at the time of awarding any contract for the subject services.

SECTION 5

EVALUATION AND AWARD

Proposals will be evaluated by and ranked by the Borough of Metuchen Administrator, Chief Financial Officer/ QPA, Director of Public Works and/or Public Works Management of the Borough of Metuchen and one alternate or additional evaluator at the discretion of the Borough Administrator on the factors most advantageous to the Borough including managerial competency, technical criteria, and price. After review and analysis to ensure that the proposed management and administration and system complies with all requirements of the Borough set forth herein and after the review that the technical aspects and the requirements set forth herein have been met, the proper officials of the Borough of Metuchen may recommend the award of contract to the most qualified proposer who will provide the highest quality of service at fair and competitive prices in accordance with the selection criteria set forth herein to the Mayor and Council of the Borough of Metuchen. The evaluation will consider Management, Technical and Cost Criteria.

Management Criteria

Vendor must demonstrate experience and success in grant writing and consultant services. The following is a list of some of the factors to be considered by the Borough when evaluating the Management Criteria of Proposals:

- A. Does the individual or firm document adequate experience?
- B. Does the proposal document the necessary experience and reputation in the field of janitorial services to demonstrate they will successfully provide the services to the Borough;
- C. Does the proposal document the relevance and extent of qualifications, experience, reputation and of the personnel to be assigned to work with the Borough;
- D. Relevance and extent of similar engagements performed;

Technical Criteria

The following is a list of some of the factors to be considered by the Borough when evaluating the Technical Criteria of Proposals:

- A. Does the proposal demonstrate a clear understanding of the scope of work and related objectives?
- B. Is the proposal complete and responsive to the specific requirements?
- C. Has successful past performance of the individual or firm and its employees been documented?
- D. Does the proposal display the proposer's knowledge of the Borough involved as

- well as the subject matter to be addressed under this engagement?
- E. Documentation of experience in performing similar work by assigned employees?
 - F. Does the firm document a record of reliability of timely delivery of deliverables?

Cost Criteria

The following is a list of some of the factors to be considered by the Borough when evaluating the Cost Criteria of Proposals:

- A. Relative Cost – How does the cost compare to other proposals?
- B. Full Explanation – Is the price and its component charges, fees, etc., adequately explained and documented?
- C. Does the proposal include quality control and assurance programs?
- D. Does the firm have the sufficient financial resources to meet its obligations?

Proposals will be evaluated by the Borough on the basis of the most advantageous, cost and all relevant factors considered. The Borough of Metuchen will evaluate proposals using the following criteria:

CRITERIA: Management, Technical and cost related criteria used to evaluate the Contractors	Weighting Factor	Points (5 is the highest)
1 – Management Criteria: Experience and reputation in the field. Considers financial viability, stability, performance investigation, litigation/pending litigation, experience, and list of references. Considers the proposed staffing and the availability to accommodate the Borough’s needs	30%	0 to 5
2 – Technical Criteria: Considers the ability to provide services, operational efficiency, management capabilities. Considers the Proposer’s, resources, systems, procedures, processes, and implementation criteria.	30%	0 to 5
3 – Cost Criteria: What is the cost of the services to be provided? How do the costs compare among Consultants?	40%	0 to 5

BOROUGH OF METUCHEN

**Request For Proposals
JANITORIAL SERVICES**

PROPOSAL FORMS AND DOCUMENTS

Proposal Form A
RFP SUBMISSION CHECKLIST

1. READ AND UNDERSTAND REQUIREMENTS OF RFP/BID
2. RFP/BID SUBMISSION CHECKLIST – **FORM A**
3. PROPOSAL/BID BASED ON RFP/BILL SPECIFICATIONS - **FORM B**

4. STATEMENT OF PROPOSER/BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL AFFIDAVIT – **FORM C**
5. PROPOSER/BIDDER QUESTIONNAIRE – **FORM D**

6. NON-COLLUSION AFFIDAVIT – **FORM E**

7. OWNERSHIP DISCLOSURE/STOCKHOLDER STATEMENT – **FORM F**

8. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – **FORM G**

9. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE – **FORM H**

10. AFFIRMATIVE ACTION COMPLIANCE NOTICE – **FORM I**
11. AMERICANS WITH DISABILITIES ACT OF 1990 – **FORM J**
12. C. 271 POLITICAL DISCLOSURE STATEMENT – **FORM K**

13. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – **FORM L**
14. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA
OR BELARUS - **FORM M**

15. ACKNOWLEDGEMENT OF ADDENDA – **FORM N**
16. SUBMITTED A COMPLETED W-9 – **FORM O**

17. CERTIFICATION OF NONDEBARMENT OF FEDERAL CONTRACTS – **FORM P**

18. FORM OF CONTRACT - **FORM Q**

19. SITE VISIT CERTIFICATION – **FORM R**

Company Name

Date

Printed Name

Title

Signature

Proposal Form B

Attach detailed proposal in response to specifications

Proposal Form C

STATEMENT OF PROPOSER/BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS: 2022 JANITORIAL SERVICES

I, _____, am the _____
[NAME OF AFFIANT] [IDENTIFY RELATIONSHIP TO BIDDER: OWNER,
_____ of the _____,

and being _____
[PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER] [NAME OF BIDDER]

duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough Council to award to _____ the contract for 2024 Janitorial Services
[NAME OF BIDDER] in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the Borough of Metuchen will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that the Borough Council may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the Borough of Metuchen, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Metuchen with any information necessary to verify the answers given.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____, 20____

Notary Public of

My Commission expires _____ 20_____.

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

Proposal Form D

PROPOSER/BIDDER QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the RFP/Bid Proposal for 2024 Janitorial Services for the BOROUGH OF METUCHEN. **Failure to complete this form or to provide any of the information required herein shall result in rejection of the RFP/Bid Proposal.**

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the proposer shall add additional sheets and identify clearly the question being answered.

1. How many years had the bidder/proposer been in business under your present name?
2. List any other names under which the bidder/proposer, its partners or officers have conducted business in the past five years.
3. Has the bidder/proposer failed to perform any contract awarded to it by the METUCHEN BOROUGH COUNCIL under its current or any past name in the past five years? If the answer is “Yes”, state when, where and why. A complete explanation is required.
4. Has any officer or partner of the proposer’s/bidder’s business ever failed to perform any contract that was awarded to him/her as an individual by the METUCHEN BOROUGH COUNCIL, in the past five years? If the answer is “Yes”, state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.

6. Identify all equipment that is not presently owned or leased by the proposer/bidder that will be necessary to perform the services in accordance with the work specifications.
7. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address, and phone number of the lessor. If the equipment is to be purchased, provide the name, address, and phone number of the seller.
8. If the equipment to be leased or purchased is not located at the address(s) given above in answer 7. Identify when the equipment can be inspected.
9. Identify all equipment owned by the proposer/bidder that will be necessary to perform the services in accordance with the work specifications, including the year of purchase and number of locations where the equipment is and has been used.
10. List the name and address of three credit or bank references.
11. How many people are employed by the proposer/bidder? Identify how many of the total number of employees are routinely assigned to perform janitorial services. Identify how many of the total number of employees are routinely assigned to ask as supervisor in addition to being assigned to perform janitorial services.

12. Identify in the proposal/bid, how the fee for services is determined, to include the breakdown of an hourly rate for services for amount paid to employee, rate for cleaning/janitorial products, rate for equipment use, rate for overhead. Identify in the proposal/bid any flat/fixed fees charged with an explanation of the components of the flat/fixed fees. Identify the number of employees/hours

Identify how the proposal/bid is calculated - hourly rate, fixed fee, combination of both, etc.

13. Additional remarks.

The information above is true and complete to the best of my knowledge and belief.

Name of Organization

Signature

Title

Subscribed and sworn to before me
This _____ day of _____, 20____.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20____.

Proposal Form E

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____, State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Company/Provider (“Company”) making the Proposal for the project or service set forth herein, and that I executed the said Proposal with full authority to do so; that said Company 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; that said Company or its employees has not bribed or attempted to bribe or influence in any way, including the provision of gifts and services, any officer or employee of the Borough in an attempt to influence the awarding of the subject contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Company. (N.J.S.A. 52:34-15)

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

The above information is true and correct
to the best of my knowledge.

Company’s Authorized Representative:

(Seal) Notary Public of New Jersey/

Name: _____
(Printed/Typed)

Specify Other State (_____)

Title: _____
(Printed/Typed)

My commission expires ____, 20__.

Signature: _____

Proposal Form F

OWNERSHIP DISCLOSURE FORM

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE/GOVERNMENTAL UNIT ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

Please answer all questions and complete the information requested.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary.
<input type="checkbox"/> | | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein.

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

- | | YES | NO |
|---|--------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	_____	STATE	ZIP
NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	_____	STATE	ZIP

5 IF ANY OF THE AFOREMENTIONED STOCKHOLDERS ARE A CORPORATION, PARTNERSHIP OR OTHER BUSINESS ENTITY, WHEREBY THEY HOLD 10% (TEN PERCENT) OR MORE OF ANY CLASS STOCK IN BIDDING CORPORATION, PARTNERSHIP OR OTHER BUSINESS ENTITY, THEY MUST ALSO PROVIDE THE INFORMATION REQUESTED ABOVE.

** Attach additional sheets if necessary*

Subscribed and sworn to before me
 This _____ day of _____, 2024.

 (Seal) Notary Public of New Jersey/
 Specify Other State
 My commission Expires _____, 20__.

The above information is true and correct
 to the best of my knowledge.

 (Signature)

 (Name)

 (Address)

 (Title)

Proposal Form G

New Jersey Business Registration Requirements (Informational)

New Jersey Business Registration Requirements

The contractor will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor will submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or will attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44 (g)(3)] will collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. 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, will 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 a contracting agency.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division; online filing is encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 800-292-1730 to have a form mailed to you or Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Company Name

Date

Signature

Title

Printed Name

Attach New Jersey Business Registration Certificate to Proposal Form G

Proposal Form H

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

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

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

The contractor or subcontractor, 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 seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to 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, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the 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, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

Company Name

Date

Signature

Title

Printed Name

Proposal Form I

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

GOODS AND SERVICES CONTRACTS

This form is a summary of the successful Contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Contractor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A copy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A copy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Company Name

Date

Signature

Title

Printed Name

Attach New Jersey Employee Information Certificate to Proposal Form I

Proposal Form J

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the Borough, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 *U.S.C.* 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance will 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 will defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor will indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor will, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor will satisfy and discharge the same at its own expense.

The owner will, 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 owner or any of its agents, servants, and employees, the *owner will* expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

By signing below the contractor agrees that they will comply with the AMERICANS WITH DISABILITIES ACT OF 1990:

Witness:

Signature

Authorized Signature and Title

Date

Date

Proposal Form K

C. 271 Political Contribution Disclosure Form Contractor Instructions

Business entities (contractors) receiving contracts from a public agency are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor will disclose contributions to:

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

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

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

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

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

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

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

The enclosed form, a content-consistent facsimile may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate,

the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

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

County Name: Middlesex

State: Governor, and Legislative Leadership Committees

Legislative District #: 13, 14, 17, 18, 19, 22

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

County:

Freeholders

County Clerk

Sheriff

Surrogate

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

Carteret Borough

Cranbury Township

Dunellen Borough

East Brunswick Township

Edison Township

Helmetta Borough

Highland Park Borough

Jamesburg Borough

Metuchen Borough

Middlesex Borough

Milltown Borough

Monroe Township

New Brunswick City

North Brunswick Township

Old Bridge Township

Perth Amboy City

Piscataway Township

Plainsboro Township

Sayreville Borough

South Amboy City

South Brunswick Township

South Plainfield Borough

South River Borough

Spotswood Borough

Woodbridge Township

Boards of Education (Members of the Board):

Carteret Borough

Cranbury Township

Dunellen Borough

East Brunswick Township

Edison Township

Helmetta Borough

Highland Park Borough

Jamesburg Borough

Metuchen Borough

Middlesex Borough

Milltown Borough

Monroe Township

North Brunswick Township

Old Bridge Township

Perth Amboy City

Piscataway Township

Sayreville Borough

South Amboy City

South Brunswick Township

South Plainfield Borough

South River Borough

Spotswood Borough

West Windsor-Plainsboro Regional

Woodbridge Township

Fire Districts (Board of Fire Commissioners):

East Brunswick Township Fire District No. 1
East Brunswick Township Fire District No. 2
East Brunswick Township Fire District No. 3
Jamesburg Borough Fire District No. 1
Monroe Township Fire District No. 1
Monroe Township Fire District No. 2
Monroe Township Fire District No. 3
Old Bridge Township Fire District No. 1
Old Bridge Township Fire District No. 2
Old Bridge Township Fire District No. 3
Old Bridge Township Fire District No. 4
Piscataway Township Fire District No. 1
Piscataway Township Fire District No. 2
Piscataway Township Fire District No. 3
Piscataway Township Fire District No. 4
Plainsboro Township Fire District No. 1
South Brunswick Township Fire District No. 1
South Brunswick Township Fire District No. 2
South Brunswick Township Fire District No. 3
Woodbridge Township Fire District No. 1
Woodbridge Township Fire District No. 2
Woodbridge Township Fire District No. 4
Woodbridge Township Fire District No. 5
Woodbridge Township Fire District No. 7
Woodbridge Township Fire District No. 8
Woodbridge Township Fire District No. 9
Woodbridge Township Fire District No. 10
Woodbridge Township Fire District No. 11
Woodbridge Township Fire District No. 12

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature Printed Name Title

J. Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Proposal Form L

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Borough of Metuchen** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Borough of Metuchen** to notify the **Borough of Metuchen** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Borough of Metuchen** and that the **Borough of Metuchen** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

Proposal Form M

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

Proposal Form N

Acknowledgement of Addenda

RFP for BOROUGH OF METUCHEN 2024 JANITORIAL SERVICES

The Proposer acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of quoting and agrees that said Addenda shall become a part of this contract. The proposer shall list below the numbers and issuing dates of the Addenda.

<u>Addenda No.</u>	<u>Issuing Date(s)</u>
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Company _____

Address _____

City, State, Zip Code _____

Signature _____

Print Name _____

Date _____

Proposal Form O

W-9

Attach Completed and Executed W-9 to Proposal Form O

Proposal Form P

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

Borough of Metuchen
CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (If applicable)	
CAGE Code (If applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Borough of Metuchen</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>the Borough of Metuchen</i> to notify the <i>Borough of Metuchen</i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i>Borough of Metuchen</i> , permitting the <i>Borough of Metuchen</i> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	
PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization			

Section A (Check the Box that applies)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
Section C – Part III Certification	
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in	

Part I or, if applicable, owns greater than 50 percent of a parent entity of _____.

I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Borough of Metuchen** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **to the Borough of Metuchen** to notify the **Borough of Metuchen** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **Borough of Metuchen** permitting the **Borough of Metuchen** to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Business Address

Add additional sheets if necessary

OR

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)

Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock

	(corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Borough of Metuchen</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>the Borough of Metuchen</i> to notify the <i>Borough of Metuchen</i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i>Borough of Metuchen</i>, permitting the <i>Borough of Metuchen</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

FORM Q

FORM OF AGREEMENT

BOROUGH OF METUCHEN –2024 JANITORIAL SERVICES

This Agreement (this “Agreement”) is entered into as of the ___ day of _____, 2024. (Hereinafter the “Effective Date”), by and between _____, with principal office at _____ (hereinafter “Company”),

and Borough of Metuchen, with principal offices at 500 Main Street, Borough of Metuchen, NJ 08840 (hereinafter

“Client” or “Borough”).

W I T N E S S E T H:

WHEREAS, the Borough desires to retain the Company to provide certain services to the Borough on the terms and conditions hereinafter set forth, and the Company desires to perform such services on such terms and conditions;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. Contract Documents

The Contract Documents consist of this Agreement, the Advertisement, Request for Proposals, Addendum and/or Clarifications, attached hereto and incorporated herein as Exhibit A, the Company’s Proposal, and all proposal submission documents, attached hereto and incorporated herein as Exhibit B, the Borough’s Resolution of Award, attached hereto and incorporated herein as Exhibit C, and the Mandatory Equal Employment Opportunity Language annexed hereto as Exhibit D.

The Company agrees to comply with and abide by all terms, conditions, and requirements of the Contract Documents. **No subcontracting of work is permitted for any services performed by the Contractor for the Borough.**

The Company hereby acknowledges that it has read the Contract Documents and has full knowledge of the manner of provision of the services to be provided and all the terms and conditions relating thereto as set forth in the Contract Documents.

In the event any provisions of this Agreement conflict in whole or in part with the Contract Documents, the provisions requiring the more extensive level of services from the Company to the Borough shall control.

1. Scope of Work: CONTRACTOR covenants and agrees to provide all necessary machinery, tools and equipment and to furnish and deliver all materials, and to do and perform in a good and workmanlike manner all the work and labor required to be furnished and delivered, done and performed in conformity with the Contract Documents 2024 Janitorial Services, hereto annexed, which said Contract Documents and Contractor's Bid Proposal annexed thereto are hereby made a

part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement. to provide the Borough of Metuchen Youth Recreation Programs consistent with the terms and conditions of the Contract Documents.

2. Time of Delivery and Performance: Said delivery or performance shall be in accordance with the provisions of the Contract Documents annexed hereto, and if no time is set forth therein, as directed by the BOROUGH.

3. Term

The term of the engagement shall commence on the Effective Date and continue for one (1) year or twelve (12) months unless terminated by either party. The Borough shall have the option to extend the term of the contract for two one (1) year periods. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other party. If the Company should breach a material obligation under this Agreement, the Borough shall give the Company written notice of such breach. Material obligations, not requiring prior notice for termination, shall include, but not be limited to, the filing of bankruptcy or similar procedure due to insolvency, any unapproved assignment of, or repeated non-performance of Company's obligations under this Agreement; any breach of Company's representations and warranties; or termination or lapse of any insurance coverage or policy obligations.

2. Payment and Invoicing Terms

BOROUGH agrees to pay CONTRACTOR for said work and materials, when completed or delivered, as the case may be, in accordance with the said Contract Documents and within the time stated, for the actual quantity of authorized work done under each item scheduled in the Proposal at the respective unit price bid therefore by the CONTRACTOR. Payments to be made in accordance with the BOROUGH'S usual requirements for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the BOROUGH reserves the right to reduce or increase any or all of the quantity of each item at the unit price bid. Acceptance of the final payment by the CONTRACTOR shall be understood to be a release in full of all claims against the BOROUGH arising out of or by reason of the work done and the materials furnished under this Contract.

3. Standard of Care

- a) The Company warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards. **No subcontracting of work is permitted for any services performed by the Contractor for the Borough.**
- b) Manner of performance by Company

Company shall work closely with the Borough's personnel to the extent required and, if necessitated by the nature of the services under the Agreement. Company agrees to use its best reasonable efforts in its performance and agrees that completion of the services within the agreed upon time period is an essential term of this Agreement.

- I. Company shall keep complete and systematic records of all services provided under this Agreement and shall provide access thereto upon the Borough's request. Such records shall include any financial records, procedures and such other documentation pertaining to Company's performance under this Agreement. Company shall preserve all such records for the longest of the following two periods: (i) a term of 5 years after termination of this Agreement or (ii) in accordance with the record retention period mandated by any applicable law. In the event that a legal matter arises requiring preservation of certain records, Company shall suspend destruction of such records as requested by the Borough or any governmental body. During the term of this Agreement and, thereafter, in accordance with the applicable record retention period. The Borough shall have the right to inspect, copy, and audit all of the Company's records pertaining to the Metuchen Janitorial Services contract during regular business hours. This right shall include, but not be limited to, the right to inspect, copy and audit any records that may pertain to invoice records, contracts with third parties, payments relating to this agreement, and correspondence.

4. Independent Contractor

The Borough acknowledges that the Company is an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its administrative services hereunder to the Borough. This Agreement is not intended to and shall not be construed to; create a joint venture, partnership, or employer/employee relationship as between the parties. Neither the Company nor its employees or agents shall look to the Borough for vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits; nor shall the Borough, or their respective employees or agents look to Company for the same. Neither Company nor the Borough shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement.

5. Indemnification.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE BOROUGH, COLLECTIVELY AND INDIVIDUALLY, AND ITS OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, OR CLAIMS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES THAT ARISE AS A RESULT OF (A) ANY NEGLIGENT ACT, ERROR, OR OMISSION IN THE PERFORMANCE OF THE SERVICES BY THE COMPANY OR ANYONE PERFORMING THE SERVICES ON BEHALF OF THE COMPANY AND/OR (B) ANY FAILURE TO PERFORM OR BREACH OF THIS AGREEMENT OR A BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING BY THE COMPANY OR ANYONE PERFORMING THE SERVICES ON BEHALF OF THE COMPANY.

6. Severability.

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any

reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

7. Insurances.

The Company agrees to maintain adequate insurance coverage for the services in this Agreement.

- a) At all times during performance of the Services, the Company shall secure and maintain in effect insurance to protect the Borough and the Company from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. The Company shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

PROVIDER shall make effective the following minimum insurances and follow all provisions, at its own expense, prior to commencement of the services in this agreement. Such insurance requirements shall apply to **PROVIDER** and any sub-providers of **PROVIDER**.

Group 1 (Small)

Scope: Maintenance, Repair, Small Services, Use of Premises

Insurance Coverages

7. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
 8. Business Automobile Liability: \$1,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
 9. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
 10. Workers' Compensation: Statutory
 11. Employers' Liability:
\$1,000,000
 12. 6. Crime: \$1,000,000
 - a. Must include Employee Theft and Client Coverage
 7. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate
- c)
- d) Workers Compensation Insurance coverage in the statutory amount of Five Hundred Thousand Dollars (\$500,000.00).

The Contractor shall furnish the Borough with satisfactory proof of carriage of the insurance required by submitting a certificate of insurance naming the Borough of Metuchen as an additional insured interest.

8. Survival.

Sections 2 through 19, inclusive, of this Agreement shall survive the expiration or termination of this Agreement in accordance with their terms.

9. Notice.

Any notice required or permitted to be given under this Agreement shall be in writing and deemed effective if either delivered in person or by overnight courier, facsimile, or first-class mail, certified with return receipt requested, or email. Notices to the Borough shall be delivered to:

Borough Administrator
Borough of Metuchen
500 Main Street
Metuchen, New Jersey 08840

Notices to the Company shall be delivered to:

Company: _____

Attention: _____

Email: _____

Mailing address: _____

12. Assignment

The Agreement is not assignable or transferable by the Borough. This Agreement is not assignable or transferable by the Company without the written consent of the Borough, which consent shall not be unreasonably withheld or delayed.

10. Entire Agreement; Modification.

This Agreement, the Company's Proposal submitted to the Borough of Metuchen, including all proposal forms submitted therewith, which is annexed hereto as Exhibit A, the Borough of Metuchen Request for Proposal, which is annexed hereto as Exhibit B and the Resolution of Award, which is annexed hereto as Exhibit C, all of which are expressly incorporated herein ("Contract Documents") constitute the entire understanding between the parties hereto with respect to the subject of the Company's engagement by the Borough, as provided for herein, and supersedes any and all other understandings, negotiations or agreements relating thereto, and no modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party to be charged.

In the event any provision of this Agreement conflicts in whole or in part with any Exhibit hereto, the inconsistency shall be resolved by an interpretation which is most favorable to the Borough, and which imposes the greater obligation upon the Company. In the event the inconsistency cannot be resolved in such a manner, the provisions of this Agreement shall control. The Exhibits hereto shall not be construed to impose duties or obligations on the Borough beyond those set forth in this Agreement. In the event that the Company believes there is a discrepancy in the Contract Documents, the Company shall immediately notify the Borough for the Borough's interpretation of such inconsistency, whose interpretation shall be final.

11. Section Headings.

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12. Choice of Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey without regard to the principles of conflicts of laws.

13. Review of Agreement

It is acknowledged that the Parties have had ample opportunity to review and consider the terms of this Agreement and to review this Agreement with their counsel and has voluntarily agreed to the terms presented, including, without limitation, freely choosing that New Jersey law shall govern this Agreement.

14. Counterparts.

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This agreement may be executed in counterparts by original or electronic signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

15. Force Majeure

Neither party shall be responsible for delays or failures (including any delay to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight, embargoes, earthquakes, electrical outages, and severe weather.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first set forth above.

COMPANY:

BOROUGH OF METUCHEN

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

FORM R
SITE VISIT CERTIFICATION

Attendance at the Site Visit is strongly recommended. It shall be the responsibility of the bidder to visit the sites and make a tour and inspection of the areas to be cleaned under the terms of this bid. No special consideration will be given after bids are opened because of a Bidder's failure to be knowledgeable of all conditions at the Facilities. As part of the Bidder's submission, Bidder shall complete a Site Visitation Certification, indicating that the Bidder either participated in the Site Visit or in the alternative failed to attend, however was waiving any rights or claims relating to Bidder's failure to inspect the site prior to the /Proposal/Bid submission.

Name of Proposer/Bidder _____

I, _____, as authorized agent of _____
(Name of Employee) (Proposer/Bidder Name)

have attended the Borough of Metuchen site visit, held on June 5, 2024, and participated in a tour of all buildings/facilities included in the specifications for 2024 Janitorial Services.

_____ **DID NOT** attended the Borough of Metuchen
(Proposer/Bidder Name)

site visit, held on June 5, 2024, and waive any rights or claims relating to the failure to inspect the site prior to the proposal/bid submission.

Signature of Proposer/Bidder

Date



Standard Insurance Guidelines
Third Party Providers

PROVIDER shall make effective the following minimum insurances and follow all provisions, at its own expense, prior to commencement of the services in this agreement. Such insurance requirements shall apply to PROVIDER and any sub-providers of PROVIDER.

Group 1 (Small)

Scope: Maintenance, Repair, Small Services, Use of Premises

Insurance Coverages

1. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
2. Business Automobile Liability: \$1,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
3. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
4. Workers' Compensation: Statutory
5. Employers' Liability: \$1,000,000
6. Crime: \$1,000,000
 - a. Must include Employee Theft and Client Coverage
7. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate

Group 2 (Medium)

Scope: Medium Maintenance/Repair, Small Renovation/Construction, Medium Services

Insurance Coverages

1. Commercial General Liability: \$5,000,000 Each Occurrence / \$5,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
2. Business Automobile Liability: \$1,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
3. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
4. Workers' Compensation: Statutory
5. Employers' Liability: \$1,000,000
6. Crime: \$1,000,000
 - a. Must include Employee Theft and Client Coverage
7. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate





Group 3 (Larger)

Scope: Renovation, Construction, Significant Service Agreements, MEL Firework/Mechanical Amusement Ride Requirements, MEL Public Entity Shared Services Guidelines

Insurance Coverages

1. Commercial General Liability: \$5,000,000 Each Occurrence / \$5,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
 2. Business Automobile Liability: \$5,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
 3. Professional Liability/Errors & Omissions Liability: \$5,000,000 each claim / \$5,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
 4. Workers' Compensation: Statutory
 5. Employers' Liability: \$1,000,000
 6. Crime: \$1,000,000
 - a. Must include Employee Theft and Client Coverage
 7. Environmental Liability: \$5,000,000 Each Act / \$5,000,000 Aggregate
 8. Cyber Liability: \$3,000,000 Each Claim / \$3,000,000 Aggregate
-

Group 4 (Large)

Scope: Large Projects, Large Agreements

Insurance Coverages

1. Commercial General Liability: \$10,000,000 Each Occurrence / \$10,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
 2. Business Automobile Liability: \$5,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
 3. Professional Liability/Errors & Omissions Liability: \$10,000,000 each claim / \$10,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
 4. Workers' Compensation: Statutory
 5. Employers' Liability: \$1,000,000
 6. Crime: \$5,000,000
 - a. Must include Employee Theft and Client Coverage
 8. Environmental Liability: \$10,000,000 Each Act / \$10,000,000 Aggregate
 9. Cyber Liability: \$5,000,000 Each Claim / \$5,000,000 Aggregate
-

