

Request for Proposal: SC-475-R-1

For: East Rutherford Complex Cleaning RFP

<u>Event</u>	<u>Date</u>	<u>Time</u>
Mandatory Site Visit (By Appointment Only) (Refer to RFP Section I for more information.)	06/24/2021	1:00 P.M
Bidder's Electronic Question Due Date		
(Refer to RFP Section I for more information.)	07/01/2021	2:00 P.M.
Proposal Submission Date (Refer to RFP Page 14, Item 3.0 for more information.)	07/08/2021	3:00 P.M.

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the NJSEA website www.njsea.com.

		<u>Status</u>		Category
Small Business Set-Aside		Not Applicable	\boxtimes	i i
	×	Entire Contract	×	II
		Partial Contract	×	III
		Subcontracting Only		

RFP Issued By

Using Agency/Agencies

New Jersey Sports & Exposition Authority

New Jersey Sports & Exposition Authority

Lyndhurst, NJ 07071

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

EAST RUTHERFORD COMPLEX

CLEANING RFP

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SECTION I

PRE-PROPOSAL SITE CONFERENCE/INSPECTION – MANDATORY

A. All contractors must attend a Pre-Proposal site/conference inspection to acquaint themselves with the scope of the work and all conditions that might have an effect on the performance of the service required.

Attendance at these mandatory site/conference inspections is an absolute requirement and condition of this Proposal. Not meeting this condition or failure to sign the attendance form will result in rejection of this Proposal.

A mandatory Pre-Proposal meeting will be scheduled by appointment only on June 24, 2021 at 1:00 p.m. for a perspective Proposer's walk at the NJSEA Meadowlands Arena Employee Entrance (North Entrance between Gates B & C across from Lot 27) in East Rutherford, NJ and a required Zoom conference call is scheduled for June 29, 2021 at 10:00 a.m. to answer any questions. Masks and social distancing will be required with a maximum of two (2) people per company. Proposals will not be accepted from Proposers who fail to attend this mandatory pre-proposal walk.

All persons attending must sign a site/conference attendance form before proceeding. No Contractor will be granted a different tour date or be permitted to inspect the facilities except at the date and time specified.

Proposers are required to wear masks and follow all PPE guidelines. There will be a maximum of two (2) people for each company proposing this project at the Mandatory Pre-Proposal Site Conference. The NJSEA will try to conduct as much of the pre Proposal conference outdoors when possible. Any questions arising from potential RFP respondents subsequent to the Pre-Proposal Conference must be submitted in writing. The NJSEA will provide written responses to all questions, and all attendees will be provided the questions and answers via email. Post-conference questions can be submitted by email with the phrase "East Rutherford Complex Cleaning RFP" as the subject to njseabids@njsea.com. Deadline for the questions is Thursday, July 1, 2021 at 2:00 p.m.

SECTION II

SPORTS COMPLEX OVERVIEW

Arena

The arena currently operates as a rehearsal facility and office space. (See attached Appendix A)

The 20,000 seat arena which opened on July 2, 1981, includes 29 private luxury suites, office space, locker rooms, and other equipment furnishings normally associated with a major indoor arena. Its design also includes provisions for approximately 40,000 square feet of potential space which, if used in conjunction with the Arena floor space, provides the facility with the capability of supporting various operations.

Old Grandstand

The Grandstand is a 5,000 sq. ft. facility of which a portion of the lower ground level and grandstand all utilized daily. IT Office area and bathrooms, Security Office area, main floor carpets and flooring, main floor bathrooms, State Police office area, State Police gym area, Trades office area and 2 breakrooms, clubhouse lobby, 2 elevators, both loading docks and old racetrack tunnel/compactor room.

Remove all garbage, replace bags and supply new toiletries. (See attached Appendix B)

Engineering Building & Backstretch – (Maintenance Shop)

Vehicle Shop, Carpenter Shop, NJSEA Operation Offices, MetLife Offices, Track Offices, Parts Room, Breakrooms, Welder Shop, Restrooms

Remove all garbage, replace bags and supply new toiletries.

(See attached Appendix C)

Fire House – Mop, Wipe down all surfaces, Clean Breakroom, kitchen, 2 bathrooms, 1 office, main sitting area and mini gym.

Remove all garbage, replace bags and supply new toiletries.

(See attached Appendix C)

• Train Station

Ground floor offices and train platform, outdoor train station Remove all garbage, replace bags and supply new toiletries. (See attached Appendix D)

<u>Walkover Bridge</u> – Check periodically for trash and debris.

• Marketplace

Parking lot Operates as a Marketplace on Saturdays (can be changed). (See attached Appendix E)

SECTION III

TERMS AND CONDITIONS OF PROPOSAL SUBMISSION

1.0 GENERAL

- A. The Proposal is prepared for the purpose of establishing an agreement and contract between the Authority and a competent janitorial firm to furnish all labor, materials, equipment and services including lavatory maintenance and window cleaning necessary to complete cleaning services as directed by the Authority.
- B. The performance and the limits of the work shall at all times and in all respects be subject to the direction and approval of the management of the Authority and its designees. Separate quality assurance teams for each facility will inspect, on a daily basis, the cleanliness of the buildings and site.
- C. Contractor will assume the responsibility of fully acquainting himself with all "Terms and Conditions" and specifications contained herein.
- D. It is not the intent of this Proposal to guarantee the successful Contractor the exclusive right on an annual basis for all of the cleaning needs of the Authority. The Authority retains the right to advertise for Proposal, or to complete work with its own equipment and forces, any cleaning job, which, in the Authority's opinion, would be in its best interest to do so.
- E. Proposal documents may be obtained from NJSEA website. www.njsea.com

1.1 <u>SMALL BUSINESS SET-ASIDE CONTRACT REQUIREMENTS</u>

A. This is a Set-Aside Contract for Categories I, II, and III for Small Businesses. The bidder must be registered as a qualifying small business with the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit by the date the proposal is submitted. Evidence that the bidder has registered as a small business should be submitted with the proposal.

B. Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

C. Small Business Registration for Set-Aside Contracts:

a. Pursuant to the provisions of N.J.S.A. 52:32-17 and N.J.A.C. 17:13, this contract has been designated as a set-aside contract for small business. As such, eligibility to bid is limited to Bidders that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit.

As defined at N.J.A.C. 17:13-1.2, "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories: (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5 million; and (iii) those with gross revenues that do not exceed \$12 million, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

The Bidder should provide, as part of its response to this solicitation, proof of its current registration as a qualifying small business with the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit. Application and registration requirements are presented on the web at http://www.nj.gov/njbusiness/contracting/ or by contacting that agency during business hours as indicated below:

NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF REVENUE AND ENTERPRISE SERICES SMALL BUSINESS REGISTRATION AND M/WBE CERTIFICATION SERVICES UNIT 33 WEST STATE STREET – FIFTH FLOOR PO BOX 026, TRENTON, NJ 08625-0026

TELEPHONE: 609-292-2146 FAX #: 609-292-8764

** IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS PREVIOUSLY REGISTERED OR BEEN CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER SHOULD ENSURE IT IS REGISTERED ON THE DAY OF PROPOSAL SUBMISSION WITH THE DIVISION OF REVENUE AND ENTERPRISE SERVICES, SMALL BUSINESS REGISTRATION AND M/WBE CERTIFICATION SERVICES UNIT UNDER THE SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. IN ORDER TO EXPEDITE THE SMALL BUSINESS REGISTRATION PROCESS FOR THIS PROCUREMENT, THE BIDDER MAY FAX A COPY OF RFP PAGE ONE (1) REFLECTING THE PROPOSAL SUBMISSION DATE ALONG WITH THE COMPLETED SMALL BUSINESS REGISTRATION FORM TO THE NEW JERSEY DIVISION OF REVENUE AND ENTERPRISE SERVICES, SMALL BUSINESS REGISTRATION AND M/WBE CERTIFICATION SERVICES UNIT TO THE FAX NUMBER ABOVE.

- D. Small Business Subcontracting Set-Aside Contracts. To the extent the Proposer engages subcontractors or sub-consultants to perform any of the Services for the Authority pursuant to the Agreement, the Proposer must demonstrate to the Authority's satisfaction that a good faith effort will be made to utilize subcontractors and subconsultants who are registered with the Division as SBEs and DVOBs in the State of New Jersey. As set forth in N.J.A.C. 17:13-4.3 and N.J.A.C. 17:14-4.3, a "good faith effort" is described as follows:
 - a. Proposers shall attempt to locate qualified potential small business subcontractors;
 - b. Proposers must obtain a listing of small businesses from the Treasury website if none are known to the Proposer;
 - c. Each Proposer shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
 - d. Proposers shall provide all potential subcontractors with detailed information regarding the specifications; and

e. Proposers shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes. Furthermore, the Proposer shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations, if applicable, and shall complete such other forms as may be required by the Authority for reporting to the State of New Jersey as to SBE and DVOB participation.

1.2 TERM OF CONTRACT

A. The term of the contract to be awarded, as a result of this Proposal, will be for a four (4) year period commencing from the date of award and two (2) - one year options for renewal at the sole discretion of the Authority.

1.3 <u>REJECTION OF PROPOSALS</u>

A. The Authority reserves the right to reject any or all Proposals, or to award in whole or in part if deemed to be in the best interest of the Authority to do so.

2.1 PROPOSAL CONTENTS

To ensure complete and organized responses to this Proposal, two copies of the sealed Proposals should be submitted in the envelope provided and according to the format specified below:

2.2 TRANSMITTAL LETTER

The transmittal letter shall be a formal letter from the Vendor and shall be prepared in a standard business format. The letter shall be brief, signed by the person who is authorized to commit the organization to perform the work specified in the Proposal, and identify all materials and enclosures being forwarded in response to the Proposal. The letter shall also include the name of the person who shall serve as the Vendor's representative for all matters relating to the Proposal response as well as the person who will be the day-to-day project manager. A statement shall be included that the Proposal submitted is valid for at least 180 days from the Proposal due date.

2.3 TABLE OF CONTENTS

The vendor shall provide a Table of Contents consistent with the outline presented in this section.

Items required for submission are not limited to the following list. These items are provided in Section VII. See the remaining portions of Section Two for other required documents or information to be submitted with proposal.

Proposal Forms to be Provided as Part of the Proposal Package

- 1. Financial Proposal
- 2. Moral Integrity Affidavit
- 3. Corporate Resolution
- 4. Experience Affidavit
- 5. Disclosure Form
- 6. Non-Collusion Affidavit
- 7. Notice of Setoff for State Taxes
- 8. Affidavit of Authorization
- 9. New Jersey Business Registration Certificate

<u>Documents To Be Provided Upon Award (prior to signing contract):</u>

- A. Public Law 2005, Chapter 51 and Executive Order 117, Public Law 2005, Chapter 271,
- B. Ownership Disclosure Form
- C. Disclosure of Investments in Iran
- D. MacBride Principles Form
- E. Certificate of Employee Information Report/Letter of Federal Approval/or Form AA302.
- F. Insurance Certificates
- G. Acknowledgement of Notice of Penalties imposed by N.J.S.A. 54:49-4.1 for failure to comply with N.J.S.A. 52:32-58.

2.4 QUALIFICATION OF CONTRACTORS AND POLICIES

Proposers shall be of known good reputation in the field of janitorial services and must submit with their proposal evidence of their qualifications to satisfy the following conditions:

- Contractor must certify that it possesses a minimum of five (5) years' experience handling daily clean up and maintenance of large public facilities. Submit a list of five (5) contracts, with contact persons and phone number, performed for equal sized and/or similar type public facilities over the past five (5) year period.
- 2. Contractor must also submit a list of all contracts that were lost or terminated within the last three (3) year period and the reason for such loss or termination. To be submitted with Proposal documents.
- 3. The Authority reserves the right to interview and accept or reject <u>all</u> Contractor personnel prior to their commencing work at any time during the duration of the contract when it is in the Authority's best interest to do so. In all cases, the Authority's decision will be binding on the Contractor.
- 4. Contractor must submit evidence that they control a large labor pool, so that they can provide the increased labor requirements required for special events.
- 5. Contractor must identify and explain their company's Affirmative Action Plan and Worker Safety Plan and Fringe Benefit Plans.
- 6. Contractor must provide audited and certified financial statements for their company's last three years of operation.

2.5 MANAGEMENT PLAN

- 1. Provide a description of your management plan, including attention to the areas of:
 - Financial management, budgeting and reporting.
 Personnel and payroll policies, including fringe benefits.
 - Administration and scheduling.
- Include a proposed organization chart with proposed staffing for the operation. Each facility appendix contains matrixes representative of how the cleaning operation are staffed. Your Proposal should be based on the hours presented in these matrixes.
- 3. Include resumes of key personnel who will be assigned to the on-site team.

2.6 OPERATIONS PLAN

It is expected that the successful Contractor will provide a high quality, professional approach and exceed industry standards for custodial services. Briefly describe your policies and outline how you will provide those services.

2.7 FINANCIAL PROPOSAL

- The Authority expects a cost proposal by cleaner classification based on an hourly billing rate multiplied by the number of hours contained in each of the matrixes presented in the appendixes. Cost proposal to be broken down by location as specified in Cost Proposal. (See Section VII).
- 2. A separate fee structure should be proposed for the first Year of the contract. Contract years 2 to 4 and optional years 5 and 6 will be calculated by a yearly % escalator.
- As a result of effective staff planning, the Authority incurs very little overtime. If considered necessary, the cost estimate should reflect premium time. All overtime needs to be approved in advance of being incurred.
- 4. Proposers are advised that their cost proposal must be clearly based on all the specifications contained in this Proposal.

2.8 PROPOSAL EVALUATION

A. SELECTION

 A selection committee will be established to review the proposals submitted in response to this RFP. Proposals will be ranked based on factors stated in the following section. While not anticipated at this time, the NJSEA reserves the right to request an interview with Respondents if deemed necessary.

B. EVALUATION CRITERIA

Proposal will be evaluated based on the following:

1. Experience and qualifications of the firm and staff: (50 Points)

 i. Experience and qualification of Contractor to satisfy requirements of the specifications, including demonstrated ability to handle daily clean up and janitorial maintenance on an ongoing basis for comparable public facilities. (20 Points)

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- II. The past performance of Proposer in handling similar size facilities. (15 Points)
- lii. The Proposer's responsiveness to all specification requirements. The Proposal must contain sufficient detail for the evaluators to analyze the Proposal and make a sound judgement about it. (15 Points)
- 2. Cost Proposal (50 Points)
 - i. Proposed cost proposal (50 Points)
- A. In addition to the information submitted for evaluation, the Authority may request any other information it sees fit to obtain regarding the ability of the Proposer to render the services the Authority has a right to expect from a Contractor experienced in this line of work.

3.0 PUBLIC OPENING OF PROPOSALS

A. Sealed Proposals are due by July 8, 2021 by 3:00 p.m. There will not be a public Proposal opening.

Sealed Proposals can be mailed or delivered to: (between the hours of 9 am – 3 pm)

NJSEA

1 DeKorte Park Plaza

PO Box 640

Lyndhurst, NJ 07071

Attn: John Duffy

- B. During the evaluation process, no opinions concerning ultimate award will be given.
- C. All submitted Proposals become property of the Authority and are not returnable.

4.0 INDEMNIFICATION

The Contractor shall assume all risk of and responsibility for, and agrees to indemnify and save harmless the Authority from and against, any and all claims, demands, suits, actions, recoveries, judgements and costs and expenses in connection therewith, made, brought or obtained on account of the loss of life, property, or injury or damage to persons or property that, shall be due to, arise out of, result from, or be in any way connected with, said work or the performance or lack of performance thereof, or any act or omission of the Contractor or any Subcontractor, in connection therewith.

4.1 INSURANCE

The following are the minimum insurance requirements to be provided by the successful Contractor to be in place no later than 30 days prior to the date of the inception of the contract, and for its entire duration thereafter.

- A. Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability with \$2,000,000 general aggregate. Such coverage to apply to the premises and all operations and to include "personal" injury insurance, products and completed operations liability, contractual liability, liability for damage to property of others while in the car, custody or control of the Company. All such coverage to include the Authority as an additional insured on a primary and non-contributory basis and include a waiver of subrogation in favor of the Authority.
- B. Automobile liability insurance for the operation of owned, non-owned or hired cars with a limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage liability combined.
- C. Workers Compensation insurance as required by New Jersey law along with Employers Liability limits of \$1,000,000 each accident, \$1,000,000 by disease-each employee, \$1,000,000 by disease policy limit. Such coverage shall include a waiver of subrogation in favor of the Authority.
- D. Umbrella / Excess Liability coverage with limits of at least \$10,000,000 per occurrence and in the aggregate that attaches over the liability limits stated in A, B and C above on a follow form basis.
- E. Fidelity Bond / Crime Insurance with limits of at least \$500,000 per claim inclusive of client property theft covering loss of Authority money or other property due to dishonest acts.
- F. The successful Proposer will furnish the Authority with a certificate of insurance for each policy, prior to the execution of the contract, as evidence that the required coverages are in full effect. The certificate will be reissued at the renewal of each policy. The certificate should state that the insurer will provide the Authority with 30 days prior notice of cancellation.
- G. The successful Proposer will not terminate any such insurance policy without 30 days prior notice to the Authority.
- H. The Contractor shall indemnify and hold harmless the Authority for any loss or expense arising out of failure of the Contractor to obtain or provide all insurance coverages required by this section. Any deductible under any of these coverages is the responsibility of the Contractor.

5.0 STOCKHOLDER DISCLOSURE

All corporations and partnerships submitting a Proposal are required to enclose a list of the names and addresses of all stockholders owning 10% or more of their stock or 10% or more of the stock of their corporate stockholders or in the case of a partnership, the names and addresses of those owning a 10% or greater interest therein. (See Appendix V).

6.0 <u>EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION</u>

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C.** 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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:

- 1. Letter of Federal Affirmative Action Plan Approval, or
- Certificate of Employee Information Report, or
- 3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance.)

The Contractor and its subcontractor shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1et seq.

7.0 NEW JERSEY EQUAL PAY ACT

STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT:

3.8 DIANE B. ALLEN EQUAL PAY ACT Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay/equalpay.html

8.0 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act (N.J.S.A. 52:32-32 et seq.) requires State agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of the receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by State agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

9.0 <u>Chapter 51, E0117</u>

REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER 117 (2008)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, then-Governor James E. McGreevey issued Executive Order 134 on September 22, 2004. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, which was signed into law on March 22, 2005 ("Chapter 51"). On September 24, 2008 Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Pursuant to the requirements of this Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

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

- 1.) Reportable Contributions contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- 2.) Business Entity means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity", that individual's spouse or civil union partner and any child residing with that person.¹
- 1 Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.
- 3.) Officer a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- 4.) Partner one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
- C. BREACH OF TERMS OF THE LEGISLATION It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with

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the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

CERTIFICATION AND DISCLOSURE REQUIREMENTS -

- 1.) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.
- 2.) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on **Purchase** Bureau website http://www.state.nj.us/treasury/purchase/forms.shtml#eo134, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.
- 3.) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at shall be provided to the intended awardee with the Notice of Intent to Award.
- E. STATE TREASURER REVIEW The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271 – Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in

a calendar year. It is the contractor's responsibility to determine if the filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

10.0 BUSINESS REGISTRATION

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

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

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

During the course of contract performance:

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

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

Pursuant to N.J.S.A 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

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

11.0 SET OFF FOR STATE TAXES

Pursuant to N.J.S.A. 54:49-19, if the Proposer is entitled to payment under the Services Contract at the same time as it is indebted for any State Tax (or is otherwise indebted to the State), the Authority may set off that payment in the amount owed. In this regard, the Proposer shall certify acknowledgement of this by completing the form set out in Section V.

12.0 NJSTART

It is recommended that all vendors and contractors register with NJ Start. To register as a vendor and conduct business with the State of New Jersey, navigate to www.njstart.gov.

13.0 CONTRACT TERMINATION

It is expressly agreed by the contract vendor that the Authority may terminate this Contract at any time when in its judgement and sole discretion it deems the performance by the Contractor vendor unsatisfactory or in any way does not meet with the approval of the Authority. The Authority shall terminate the Contract under this provision, or under a superseding provision by giving contract vendor notice of said termination in writing at least thirty days prior to the effective date of termination.

14.0 NEW JERSEY PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150, is hereby made a part of every contract entered into by the Authority, except those contracts which are not within the contemplation of the Act. The Proposer's submission of its Proposal is its guarantee that neither it nor any subcontractors might employ to perform the work covered by this Proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of the Act.

Attention is directed to the Prevailing Wage Rate List and to the applicable provisions of "The New Jersey Prevailing Wage Act" Chapter 150 of the Laws of 1963 governing the prevailing rates of wage for workers who are employed in this project. All provisions of said Wage Act and amendments thereto, shall be considered part of the Contract and made part thereof.

The Proposer, by submitting the Proposal, declares to the Authority that it is aware of the provisions of said Wage Act with relation to prevailing rates of wages for workers to be employed on this project.

15.0 LABOR STRIKE, JOB ACTION, PICKETING

In the event that any labor strike, job action or picketing against the Contractor at the site or elsewhere shall interfere with the proper conduct of the Contractor's operations, then at the Authority's option it shall immediately suspend the Contractor's rights to operate under this Contract. Contractor agrees that during the period of suspension, it shall use its best efforts to settle such strike, job action or picketing. If such strike, job action or picketing shall continue for a period of ten (10) calendar days, then such action shall constitute a default and, at the Authority's option, it shall have the right to immediately terminate this Contract.

16.0 PRESERVATION OF RECORDS

For the purpose of verifying and auditing the fee charged, Contractor agrees to prepare and preserve for a period of not less than three years following the end of each year of this Contract, adequate payroll (i.e. time cards/sheets) records which will show all of the items required in order to verify the fees charged under this Contract. Said records shall be available for review by the Authority or its agents, upon request, at any time during regular business hours.

17.0 LICENSES AND PERMITS

The Contractor agrees that it will secure and pay for all necessary licenses and permits required for the operation of its business and comply with all laws, orders, rules and regulations applicable to its operations.

18.0 <u>INDEPENDENT CONTRACTOR</u>

A. The relationship created by this Contract is that of principal and independent contractor and nothing herein contained shall be construed so as to constitute Contractor and the Authority as joint ventures or to make Contractor the agent of the Authority, or to make the Authority liable for the debts of the Contractor.

B. Contractor shall be and remain an independent Contractor with respect to all services performed under this Contract and agrees and does hereby accept full and exclusive liability for the payment of any and all contributions for social security, workers compensation insurance, unemployment insurance and old age retirement benefits, pension or annuities now or hereafter imposed on it as an employer under any State or Federal law with respect to persons employed by Contractor for work performed under the terms of this Agreement, and agrees to indemnify and save harmless the Authority from any such contributions, taxes or liabilities therefore with respect to persons so employed by Contractor.

19.0 ADVERTISING

Contractor agrees that it will not advertise or promote its business or any other business (other than information necessary to the identification and pricing of items in accordance with the terms hereof) at the premises, or use the name of the Authority or of the premises in any of its promotional materials, literature, etc., or in any way advertise or publicize this Contract or the relationship and transactions created by it without the prior written consent of the Authority.

20.0 WAIVERS

No failure on the part of the Authority to insist upon strict performance of any covenant, agreement, terms or conditions or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of all or partial payment of any sums during the continuance of such a breach shall constitute a waiver of such breach or of such covenant, agreement, term of condition to be complied with or performed by Contractor, nor shall any breach be waived, altered or modified without the written consent of the Authority.

No waiver of any breach shall affect or alter this Contract but each covenant, term or condition of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

21.0 **SEVERABILITY**

This is a severable Contract and in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be unenforceable to the full extent permitted by law, and in any event that all other parts of this Contract shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

22.0 LABOR

The Contractor shall employ qualified and competent craftsmen in their respective lines of work. All such employees shall be subject to approval by the Authority. Should the management deem any employee incompetent or negligent or for any cause unfit for his duties, the Contractor shall dismiss him, and he shall not again be employed on the Authority engagement. No Contractor will be required to employ for any work any person against whom he has a reasonable objection.

22.1 LABOR RELATIONS

The Authority facilities are maintained and the operations are performed by unionized employees, the current janitorial company and are represented by Laborers Local Union No. 108, a Laborers International Union of N.A., AFL-CIO located at 121 East 24th Street, New York, NY 10010/Telephone No. 212-925-9634. Proposers are advised that the successful Proposers may be required to bargain with the existing union and set terms and conditions of employment.

23.0 AUTHORITY EQUIPMENT – LOANED TO CONTRACTOR

A. The Contractor acknowledges that all equipment loaned to him by the Authority to the Contractor is the property of the Authority. The Authority reserves the right to restrict the use of said property by the Contractor if, in the opinion of the Authority, the property is not being adequately maintained and protected from fire, vandalism, theft or claims of third party creditors of the Contractor.

24.0 RESPONSIBILITY FOR PROPERTY DAMAGE

- A. The Contractor assumes full responsibility for the equipment employed in execution of the work hereunder and agrees to make no claims against the Authority for damages to such equipment and indemnify the Authority from any claims for damage to the equipment whatsoever.
- B. All property of Contractor or its employees or agents brought, kept, used, or left on the Authority's premises shall be at the sole risk of Contractor, its employees or agents, and Contractor shall be responsible for all loss or damage to its property, including furniture, fixtures, improvements, etc.
- C. The Contractor shall be responsible for any damage to Authority property, caused by Contractors negligence in the performance of work under this contract, including, but not limited to, equipment owned by the Authority that is furnished to the Contractor, and all other building structures.

D. In the event of such damage, the Authority reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the Authority may deduct the cost of such repairs and related expenses incurred by the Authority from any monies due to the Contractor under this contract.

25.0 <u>COORDINATION – JOB SITE – CLEAN UP</u>

A. It shall be the responsibility of the Contractor to cooperate fully with the Authority Superintendents and leave the job site in a clean and safe condition at the end of each day's work.

26.0 ACCIDENT REPORTS

- A. The Contractor shall promptly report in writing within 24 hours to the Authority's Security and Legal Department all accidents whatsoever arising out of or in conjunction with the performance of the work, whether on or adjacent to the working site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
- A. In addition, if death or serious personal injury is caused, the accident shall be reported immediately by telephone to the Authority's Security and Legal Department.
- B. If any claim is made by a third person against the Contractor on account of any accident, the Contractor shall promptly report the matter in writing within 24 hours to the Authority Legal Department giving full details of the claim.

27.0 SCOPE OF SERVICES AND RESPONSIBILITY - GENERAL

- A. The Contractor selected to perform the work specified herein will be responsible for all cleaning and janitorial services necessary to adequately maintain the facilities throughout the year.
- B. Contractor will provide a qualified manger and supervisors and other key personnel necessary for the administration of key operations, such as payroll, insurance and clerical work, in addition to the janitorial personnel. Contractor will be required to furnish billing information on a weekly basis in an electronic format agreed upon by the parties and a weekly invoice by site to operations manager.
- C. These specifications are for general information purposes. At all times Proposer will be under the direction of the Authority management, who may, from time to time, assign other duties.
- D. All cleaning agents including window washing chemicals will be subject to approval by management.

- E. The Contractor will provide adequate and experienced labor, materials, equipment and supplies required for a first rate and workmanlike performance of the work required hereunder.
- F. Contractor will exercise caution in using only approved materials to protect all areas and surfaces to be cleaned.
- G. Contractor will provide management and/or foreman to be present, as necessary, during the performance of work to ensure that the work is performed satisfactorily and in full compliance with all safety precautions, as prescribed by Federal regulations, OSHA, 29CFR, Part 1910 and Part 1926.

Contractor will provide a qualified management and other key personnel necessary for the administration of key operations, payroll insurance and clerical work, in addition to the custodian personnel.

Contractor is responsible for direct supervision of its personnel and must be present as necessary when work is being performed.

Contractor agrees that the problem areas so noted shall be corrected immediately.

If after repeated notice the Contractor fails to clean the problem areas, the Authority will at the direct cost to the Contractor have those areas properly cleaned.

- H. Contractor realizes that attendance at various events varies from day to day. Therefore, it is the responsibility of the Contractor to employ the caliber and quantities of people it deems necessary to maintain the facilities in a clean condition, in accordance with the terms of this Contract regardless of the number of people in attendance. Contractor must provide evidence of the availability of these additional personnel, as required, with this Proposal.
- I. Contractor will provide and require all employees to wear acceptable uniforms with name tags and numbers that meet with the approval of the Authority's management.
- J. Contractor will provide First Aid with Material Safety Data Sheets.
- K. Contractor will comply with all recycling requirements mandated by Bergen County and State of New Jersey.
- L. Any scaffolds or cleaning equipment and cleaning material used for janitorial services shall be removed from public view at least one hour prior to any opening to the public.
- M. The successful Contractor will be responsible for insuring that their cleaning activity does not interfere with normal event operations.

- N. The Authority reserves the right to adjust the frequency of the cleaning schedule at its sole discretion.
- O. Contractor will work closely with Authority personnel to establish all necessary safeguards or safety devices to protect property, safeguard workers and other personnel from injury while work is being performed.

27.1 WORK REQUIREMENTS

- A. All cleaning personnel shall be subject to approval by the Authority Management.
- B. All safety equipment should be examined by the supervisor at the beginning of each work shift. The person using this equipment should also examine equipment at the beginning of each work shift and at other times during the day to make certain no defects have developed.
- C. Equipment which has developed defects should be withdrawn from service for proper repair or disposal.
- D. Items moved during the washing or cleaning operations should be replaced to original position.
- E. Contractor will avoid interference with activities carried on in the offices.
- F. Contractor will observe all prescribed safety practices during performance of the work.
- G. Where necessary, Contractor will be required to furnish all safety equipment and ladders to accomplish the work satisfactorily.

New Jersey Sports & Exposition Authority

East Rutherford Complex Cleaning RFP

SECTION IV

COST PROPOSAL

1.0 COST PROPOSAL

Appendixes are presented for the Arena, Old Grandstand, Engineering Building & Backstretch, Train Station and Marketplace, that contain specifications for the cleaning requirements, as well as information pertaining to staffing hours.

Please complete the cost summary as well as the detailed annual direct cost proposal summaries in Section VII and submit with your firm's proposal.

A direct labor cost Proposal, equal to the number of hours expected to be incurred extended by the billing rate for each classification of cleaner that is expected to be used, e.g. Part time, full time. The direct labor cost must be placed on the financial cost summary in Section VII with the Proposal documents.

The cost for cleaning supplies (not provided by the Authority) will be awarded on a not to exceed basis. (Section IV) Cleaning supplies (not provided by the Authority) will be billed on an actual basis every month and must be presented for approval to the appropriate Authority manager. Yearly cost will not exceed the "Not to Exceed" amount in proposal.

SECTION V

Summary List of Proposal Documents for Submission

Note: (Refer to Section VII for Proposal Forms and to Section II for Proposal Contents)

- 1. Financial Proposal. (Section VII)
- 2. Moral Integrity Affidavit
- 3. Corporate Resolution
- 4. Experience Affidavit
- 5. Disclosure Form
- 6. Non-Collusion Affidavit
- 7. Notice of Setoff for State Taxes
- 8. Affidavit of Authorization
- 9. New Jersey Business Registration Certificate.
- 10. Contractor must certify that it possesses a minimum of five (5) years handling daily clean up and maintenance of large public facilities. Submit a list of five (5) contracts, with contact persons and phone number, performed for equal sized and/or similar type public facilities over the past five (5) year period.
- 11. Contractor must also submit a list of all contracts that were lost or terminated within the last three (3) year period and the reason for such loss or termination. To be submitted with Proposal documents.
- 12. Contractor must submit evidence that they control a large labor pool so that they can provide the increased labor requirements required for special events.
- 13. Contractor must identify and explain their company's Affirmative Action Plan, Worker Safety Plan and Fringe Benefit Plans.
- 14. Contractor must provide audited and certified financial statements for their company's last three years of operation.
- 15. Management Plan
- 16. Operation Plan

Documents To Be Provided Upon Award (prior to signing contract)

- A. Public Law 2005, Chapter 51 and Executive Order 117, Public Law 2005, Chapter 271, in the form set out in Appendix B.
- B. Ownership Disclosure Form
- C. Disclosure of Investments in Iran
- D. MacBride Principles Form
- E. Certificate of Employee Information Report/Letter of Federal Approval/or Form AA302.
- F. Insurance Certificates
- G. Acknowledgement of Notice of Penalties imposed by N.J.S.A. 54:49-4.1 for failure to comply with N.J.S.A. 52:32-58.

Note: It is the Proposer's responsibility to submit the required information, this list is provided for assistance only.

STATE OF NEW JERSEY NEW JERSEY SPORTS & EXPOSITION AUTHORITY

SECTION VI - CONTRACT

This Contract, effective on the date of the latest signature at the end of the Contract, for the EAST RUTHERFORD COMPLEX CLEANING RFP SC-475-R-1 FOR THE NEW JERSEY SPORTES & EXPOSITION AUTHORITY, is made by and between the New Jersey Sports & Exposition Authority, One DeKorte Park Plaza, Lyndhurst, New Jersey 07071, (hereinafter referred to as the NJSEA); and

07071, (hereinafter referred to as the NJSEA); and
(Hereinafter referred to as the Contractor).
WITNESSETH
WHEREAS, the NJSEA requires the Cleaning and Janitorial Service for the New Jersey Sports & Exposition Authority, in accordance with the requirements of the Contract Documents , which documents are made a part of this Contract, and of which this SECTION VI - CONTRACT, is a part; and ,
WHEREAS, the Contractor submitted his Proposal pursuant to said Contract Documents; which Proposal is attached hereto and made a part hereof as Exhibit 1; and,
WHEREAS, the Commissioners authorized the President/CEO of the NJSEA to execute this Contract.
NOW, THEREFORE, in consideration of the mutual covenants, obligations, and promises hereinafter contained, the NJSEA and the Contractor agree as follows.
BUSINESS REGISTRATION WITH THE DIVISION OF REVENUE
A. The Contractor agrees to provide proof of Valid Business Registration with the Division of Revenue in the Department of the Treasury.
WORK TO BE PERFORMED
A. The Contractor shall perform all Work in accordance with the Contract Documents, within the Contract Time, and for an estimated yearly cost not to exceed:
Year 1 Year 2
\$per yearper year
Year 3 Year 4

4.01

4.02

Optional years 5 through 6 can be exercised by the NJSEA at the proposed cost in the Proposal documents in the RFP.

_per year

_per year

CONTRACT FOR CONTRACT CLEANING RFP (CONTINUED)

4.03 COORDINATION WITH NJSEA

- A. The Contractor, in carrying out this Contract, shall coordinate all work with Mr. Tom Guthrie, or another designated representative of the NJSEA.
- B. Amendment of this Contract including a cost increase or decrease, a change in the scope of the Work, or a change in the Contract Time shall only be made through a written Change Order executed by both parties to the Contract.

4.04 TIME

- A. The Cleaning Service Contract time shall commence on the date indicated in the Notice to Proceed.
- B. The Contractor shall closely monitor work progress and potential delays. Any sources of potential delays shall be brought to the attention of NJSEA as expeditiously as possible, with recommendations for elimination or mitigation of the problem(s).

4.05 <u>TERMINATION</u>

A. It is expressly agreed by the Contractor that the Authority may terminate this Contract at any time when in its judgement and sole discretion it deems the performance by the Contractor unsatisfactory or in any way does not meet with the approval of the Authority. The Authority shall terminate this Contract under this provision by giving the Contractor notice of said termination in writing at least thirty days prior to the effective date of termination.

4.06 WORKING CONDITIONS

- A. By executing this Document, the Contractor agrees that he will make no claims for additional payment, extension of time, or any other concession because of any misrepresentation or misunderstanding of the Contract Documents on his part, or because of any failure to fully acquaint himself with all conditions relating to the Work.
- B. This Contract is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, PL 87-581, 87th Congress. No Contractor or subcontractor shall require or permit any employee to be employed in excess of eight (8) hours in any calendar day; or in excess of forty (40) hours in any week; unless such employee receives compensation at rate not less than one and one-half (1½) times his basic pay rate for all such excess hours worked.

4.07 PAYMENTS TO CONTRACTOR

A. Upon completion of the work required by the Contract Documents, the Contractor, shall submit his Standard Monthly Invoice broken down by week/by site, and an NJSEA invoice for payment. The Contractor shall also submit all additional documentation required by the Contract Documents, and such other documentation as the NJSEA may reasonably require.

CONTRACT FOR CONTRACT CLEANING RFP (CONTINUED

- B. If the NJSEA does not agree that the contractor has satisfied all his obligations under the Contract Documents, the NJSEA will return the invoice to the Contractor, indicating it's reason in writing for refusing to recommend payment. The Contractor shall make the necessary corrections and resubmit the application.
- C. The NJSEA shall approve or return the Contractor's application for payment within five (5) working days. The NJSEA shall issue payment the Contractor within thirty (30) calendar days of application approval.

4.08 CHANGES IN THE WORK

- A. Without invalidating the Contract, and without notice to any Surety, the NJSEA may order revisions in the Work. These revisions shall be authorized by Change Orders. Upon receipt of such a document, the Contractor shall promptly proceed with the work involved, in accordance with the applicable conditions of the Contract Documents, unless otherwise specified.
- B. The Contractor shall not be entitled to an increase in the contract Price, or an extension of the Contract Time, for work not required by the Contract Documents or performed without a Change Order, except for an emergency.

4.09 CHANGE OF CONTRACT PRICE

A. The Contract Price may only be changed by a Change Order. Any claim for a change in the Contract Price shall be based on a written notice delivered by the party making the claim to The other party, no later than ten days after the occurrence of the event giving rise to the claim. The amount of the claim, with supporting data, shall be delivered within twenty (20) days of such notice; and shall be accompanied by a written statement that the amount claimed covers all known costs to which the claimant is entitled.

4.10 INDEMIFICATION

- A The Contractor shall indemnify, defend, and hold harmless the NJSEA its agents, employees, and servants from and against any and all suits, claims, losses and demands or damages of whatever kind or nature arising out of or alleged to arise out of any act, error or omission in the performance of this contract resulting from the negligence, gross negligence willful misconduct, intentional tort, fraud, bad faith or criminal behavior of the Contractor, his agents, servants employees and subcontractors. The Contractor shall, at his own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such a suit or claim incurred in connection therewith. If any judgment shall be rendered against the NJSEA for which indemnifications is provided under this paragraph the Contractor shall, at his own expense, satisfy and discharge the same.
- B. The NJSEA shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor, along with full and complete particulars to the claim. If the suit is brought against the NJSEA or any of its agents, servants, and employees the NJSEA shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice summons, pleading other process received by the NJSEA or its representatives.
- C. It is expressly agreed and understood that any approval by the NJSEA of services Performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in this section or in the other provisions of this Contract.

CONTRACT FOR CONTRACT CLEANING RFP (CONTINUED

4.11 ADVERTISING

A. The Contractor agrees that it will not advertise or promote its business or any other business (other than information necessary to the identification and pricing of items in accordance with the terms here of) at the premises, or use the name of the Authority or of the premises in any of its promotional materials, literature, etc. or in any way advertise or publicize this Contract or the relationship and transactions created by it without the prior written consent of the Authority.

4.12 WAGE REQUIREMENTS

A. During the performance of the Work, the Contractor shall comply with all the provisions of the Federal and New Jersey State Labor Laws. Contracts for public work contracts are subject, inter alia, to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963, cc.150 (C.34:11 – 56.25 et. seq.) In the event it is found that any worker employed by the Contractor has been a paid rate of wages less than the wages required to be paid under the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay required wages to prosecute the work to completion or otherwise. The Contractor and its sureties shall be liable to the NJSEA for any excess costs occasioned thereby.

4.13 CONTRACTOR'S STATUS AND RESPONSIBLITIES

- A. The Contractors status shall be that of an independent principal, and not an agent or employee of the NJSEA.
- B. The Contractor shall be responsible for providing competent, suitably qualified personnel to perform the Work.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date adjacent to their respective signatures below.

FOR THE CONTRACTOR	(Type Name of Contractor)
Witness	(Signature)
Date FOR THE NEW JERSEY SPO	(Type Name and Title of Signer) ORTS & EXPOSITION AUTHORITY
Witness	Vincent Prieto President/CEO
	Date

APPENDIX A ARENA

OVERVIEW OF ARENA CENTER APPENDIX

Contained in this Appendix are the following:

- Specifications concerning the square footage of floor space and carpeting to be cleaned and the frequency of the cleaning of these areas.
- Procedures employed by cleaning staff.
- Equipment currently in use (Appendix G)
- Type of cleaning material currently used (Appendix F)
- Supplies used and cost in 2019 (Appendix F)

Hours of cleaning operations:

NBC Event cleaning 5:00 a.m. - 1:30 p.m./Second Shift 1:30 PM - 9:30 PMArena Building cleaning 6:00 a.m. - 2:30 p.m.

ARENA - DESCRIPTION

Saturday and Sunday as needed basis on building use. The balance of the year the dailies are done 5 times a week.

ARENA LEVEL

<u>AREA</u>	<u>DIMENSIONS</u>	TYPE OF FLOOR	CLEANING FREQUENCY
11			
Locker rooms:	451.061	. 1.4	
Front (5 each)	15'x26'	vinyl tile	daily, when in use
Shower (5 each)	10'x10'	ceramic tile	daily, when in use
Front (4 each)	11'x10'	carpet	daily, when in use
Shower (4 each)	3'x10'	ceramic tile	daily, when in use
Hallway	1800 sq. ft	vinyl tile	daily, when in use
Room B	36'x14'	carpet	daily, when in use
Shower	33'x22'	ceramic tile	daily, when in use
Room A	15'x10'	carpet	daily, when in use
Shower	15'x20'	ceramic tile	daily, when in use
Show Office	13'x10'	carpet	daily, when in use
Production Office	11'x10'	carpet	daily, when in use
Shower	3'x10'	ceramic tile	daily, when in use
Lounge	20'x14'	vinyl tile	daily, when in use
Event Office	12'x10'	carpet	daily, when in use
Change-over Office	20'x12'	carpet	daily, when in use
Coaches' Office	20'x12'	carpet	daily, when in use
Former Nets' Storeroom	20'x10'	vinyl tile	daily, when in use
Kitchen	25'x8'	vinyl tile	daily, when in use
Dark Room A	14'x5'	vinyl tile	daily, when in use
Dark Room B	15'x10'	vinyl tile	daily, when in use
Receiving Office	7'x9'	carpet	daily, when in use
Operations Office	24'x34'	carpet	daily, when in use
Stagehands' Office	13'x9'	carpet	daily, when in use
Maintenance Locker Room	13'x24'	carpet	daily, or as required
Shower	16'x12'	ceramic tile	daily, or as required
Stagehands' Locker Room	12'x24'	vinyl tile	daily, or as required
Shower	16'x12'	ceramic tile	daily, or as required
Men's Room on Dock	12'x9'	ceramic tile	daily, or as required
Ladies Room on Dock	12'x10'	ceramic tile	daily, or as required
Players Wives Lounge	31'x20'	carpet	daily or as required
Press Lounge	46'x38'	carpet	daily, or as required
Communications Room	45'x22'	carpet	daily, or as required
Copier Room (Press)	20'x20'	carpet	daily, or as required
Press Locker Room	10'x20'	vinyl tile	weekly , or as req'd
Press Restrooms (2)	12'x18'	ceramic tile	weekly, or as req'd
Lobby Lounge	3500 sq. ft.	carpet	weekly, or as req'd

Former Nets Lockerroom Dressing Area 25'x15' carpet weekly, or as req'd Substations, Fan Rooms and Mechanical Rooms Elec. Substation 30'x30' concrete, painted as requested Elec. Substation 60'x30' concrete, painted as requested Engineer Office 25'x10' vinyl tile as requested A'x10' concrete, painted as requested South Work Area 186'x70' concrete, painted as requested Carp. Break Room 18'x22' carpet as requested Elec. Substation 60'x40' concrete, painted as requested Elec. Substation 60'x40' concrete, painted as requested Pump Room 20'x50' concrete, painted as requested Elec. Substation 60'x40' concrete, painted as requested Flec. Substation 60'x40' concrete, painted as requested Elec. Substation 60'x40' concrete, painted as requested Elec. Substation 60'x40' concrete, painted as requested Flec. Substation 60'x40' concrete, painted as requested Elec. Substation 60'x40' concrete, painted as requested Flec. Substation 60'x40' concrete, painted as requested Elec. Substation 60'x40' concrete, painted as requested Flec. Substation 60'x40' concrete, painted as requested Elec. Substation 60'x40' concrete, painted as requested Flec. Substation 60'x40' concrete, painted as requested Elec. Substation 60'x40' concrete, painted as requested Flec. Substation 60'x40' concrete, painted as requested Elec. Substation 60'x40' concrete, painted as requested Flec. Substation 60'x40' concrete, painted as requested Elec. Substation 60'x40' concrete, painted as requested Flec. Substation 60'x40' concret	<u>AREA</u>	<u>DIMENSIONS</u>	TYPE OF FLOOR	CLEANING FREQUENCY
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Smaller Work Area 9'x22' carpet daily			•	•
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A computer Macon			•	•
· · · · · · · · · · · · · · · · · · ·	Computer Room	30'x20'	carpet	daily
Safe Room 11'x11' vinyl tile daily			•	•
Kitchen Area 8'x13' vinyl tile daily	Kitchen Area	8'x13'	vinyl tile	daily

AREA	DIMENSIONS	TYPE OF FLOOR	CLEANING FREQUENCY
			FREQUENCY
MEDICAL			·
Hallway	140'X6'	vinyl tile	daily
Sellers Windows	140'x8'	vinyl tile	as requested
Restrooms			
Mens	11'x15'	ceramic tile	daily
Ladies	17'x15'	ceramic tile	daily
Former Ticket Counting Rm	17'x17'	carpet	as requested
Box Office Lobby	61'x140'	terrazzo	weekly
Lobby foyer	60'x15'	terrazzo	weekly
B/O Lobby Event Office	12'x15'	carpet	as requested
B/O Lobby Security	20'x17'	carpet	as requested
Private Suites/Offices			
Concourse			
Eight each	18'x11'	carpet	daily , when in use
Fifteen each	17'x20'	carpet	daily, when in use
Four each	15'x20'	carpet	daily, when in use
Two each	24'x20'	carpet	daily, when in use
Restrooms (29 Each)	4'x6'	ceramic tile	daily, when in use
Operations Booth	12'x12'	carpet	as requested
Sound Room	30'x20'	carpet	as requested
Lower Mezz Sound Room	50'x30'	vinyl tile	as requested
MEZZANINE – MISC. ROOM	IS AND ADEAS		
Mail Room	18'x11'	vinyl tile	as requested
Security Office	25'x15'	vinyl tile vinyl tile	as requested as requested
Security	23 113	villyi tile	as requested
, Back Office	24'x15'	vinyl tile	daily
Supv. Office	10'x10'	carpet	, daily
Parking Office	30'x12'	vinyl tile	, daily
Machine Storage Room	36'x40'	vinyl tile	weekly
Cleaning Offices		,	•
Front	12'x11'	carpet	daily
Directors	10'x11'	carpet	, daily
Ladies Lockerroom	30'x15'	vinyl tile	weekly
Mens Locerroom	20'x50'	vinyl tile	weekly
Shower Restroom (2 each)	30'x50'	ceramic tile	daily
Hallway	2700 sq.ft.	vinyl tile	, daily
Employees Lunch Room	27'x24'	vinyl tile	, daily
Uniform Room	10'x30'	vinyl tile	as requested
State Police Offices	-	•	•
Reception Area	15'x25'	rubber tile	daily
Intro Meet. Rm	10'x8'	rubber tile	daily
Mens Room	12'x8'	vinyl tile	daily
General Offices w/		,	,
Cubicles	30'x50'	carpet	daily
		•	·

AREA		<u>DIMENSIONS</u>	TYPE OF FLOOR	CLEANING FREQUENCY
				FREQUENCY
MEZZ	ANINE – MISC. ROON	/IS AND AREAS (c	ont)	
	Copy Room	15'x8'	carpet	daily
	Hallway	30'x4'	carpet	daily
	Indiv. Offices			
	(4)	15'x12' ea	carpet	daily
	(4)	15'x20' ea	carpet	daily
	(1)	10'x8'	carpet	daily
	(1)	25'x25'	carpet	daily
	(1)	20'x20'	carpet	daily
	(1)	8'x15'	carpet	daily
	(1)	15'x10'	carpet	daily
	(1)	20'x12'	carpet	daily
	Ladies Room	6'x8'	vinyl tile	daily
	Secretarial Office	30'x25'	carpet	daily
	GM Office	18'ax15'	carpet	daily
	GM Restroom	8'x8'	ceramic tile	daily
	Exec. Office (4)	12'x12'ea	carpet	daily
	Gen, Offices (10	18'x15' ea	carpet	daily
	Corridor	5'x40'	carpet	daily
	Lunch Room	16'x14'	rubber tile	daily
	Back Office	8'x14'	carpet	daily
	Gen, Office Are	20'x20'	carpet	daily
	Copier Room	20'x12'	carpet	daily
Winne	ers Club			
	Entry Foyer	40'x30'	carpet	daily
	Coat Room	16'x10'	carpet	as requested
Sports	Authority Offices			
	West Entry Foyer	8'x20'	terrazzo, rubber	matted as requested
		600 sq.ft.	carpet	as requested
	Reception Area	8'x12'	terrazzo	daily
		30'x18'	carpet	daily
	General Offices	4000 sq. ft.	carpet	daily
	Indiv. Offices (13)	10'x13' ea	carpet	as requested
	Indiv. Office (1)	20'x13'	carpet	as requested
	Lunch Room	18'x18'	vinyl tile	as requested
	Mens Restroom	8'x18'	ceramic tile	as requested
	Ladies Restroom	8'x18'	ceramic tile	as requested
	Exec. Offices (2)	25'x15; ea	carpet	as requested
	(1)	`25'x12'	carpet	as requested
	(1)	14'x17'	carpet	as requested
	Board Room	30'x15'	carpet	as requested
	Conference Room	16'x18'	carpet	as requested
	Restrm/Shower	12'x12'	ceramic tile	as requested
	GM Restroom	8'x12'	ceramic tile	as requested
	Exec. Work Area	1500 sq. ft.	carpet	as requested

EA .	<u>DIMENSIONS</u>	TYPE OF FLOOR	CLEANING FREQUENCY	
			FREQUENCY	
	LLANEOUS AREAS			
airwells	Avena Laval Da of		N.A. anathalis	
(2)	Arena Level Roof	concrete	Monthly	
(2)	Arena Level to	concrete	Monthly	
(1)	``Concourse Arena Level to	concrete naintee	A Manthly	
(1)	Mezzanine	concrete,painted	i Monthly	
(1)	Arena Level to	concrete	Monthly	
(1)	Concourse	concrete	Wichting	
(4)	Arena Level to 5 th Fl	concrete	Monthly	
calators	Alena Level to 5 Ti	concrete	Wienithy	
(2)	B/O Lobby to	stainless steel	As requested	
(2)	Concourse	Stairiless steel	As requested	
(2)	B/O Lobby to	stainless steel	As requested	
(4)	Arena Lobby	3(4)111633 3(66)	7.5 Tequesteu	
(2)	Winners Club to	Stainless steel	As requested	
(2)	Concourse	Stanness steer	7.5 requested	
evators	Concourse			
(1)	Freight	vinyl tile	Weekly	
(1)	Press	vinyl tile	Weekly	
(1)	Winners Club	vinyl tile	Weekly	
eps from B/O Lob		terrazzo	Weekly	
o Arena Lobby (2	•	10114220	· · · · · · · · · · · · · · · · · · ·	
rimeter Road Ou		concrete/	Weekly	
		asphalt	,	
eps & Plaza Entri	es	concrete	Weekly	
t Gates A, B, C, D			,	
ont of Box Office		concrete	Weekly	
est Admin. Entra		concrete	Weekly	
st Admin. Entran		concrete	Weekly	
. Employees ent		concrete	Weekly	
mpactor Area		concrete	Daily	
ckstage Area		concrete	Weekly	
uck Bays, Ramp 8	& tunnel	concrete	Weekly	
		concrete	•	
ena Floor		concrete	•	
oths – Gate B			•	
oth – Arena Tuni	nel Guards Booth		•	
oth – East Tunne	el Guard Booth		·	
Backstretch Entra	ance)		Daily	
ard Shacks (1)	·	vinyl tile	Weekly	
Fl. Restrooms (2	2) 12'x9'	ceramic tile	as requested	
·	4'x14'	concrete	as requested	
Fl. Press Area		concrete	as requested	
tire 5 th F. (Halo)		concrete/steel	as requested	
twalks		steel	as requested	
po Area/Storage ena Floor oths – Gate B oth – Arena Tuni oth – East Tunne Backstretch Entra ard Shacks (1) Fl. Restrooms (2 Fl. Press Area tire 5 th F. (Halo)	nel Guards Booth el Guard Booth ance) 1) 12'x9'	vinyl tile ceramic tile concrete concrete concrete	Daily As Requested Daily Daily Daily Weekly as requested as requested as requested as requested as requested	

<u>AREA</u>	<u>DIMENSIONS</u>	TYPE OF FLOOR	CLEANING FREQUENCY
			FREQUENCY

PUBLIC RESTOROMS TO BE STOCKED CLEANED AND MAINTAINED DURING ANY EVENT

Concourse			
101 Men's	24'x50'	ceramic tile	daily
101 Ladies	18'x50'	ceramic tile	daily
106 Men's	30'x40'	ceramic tile	as requested
106 Ladies	22'x40'	ceramic tile	as requested
110 Men's	30'x40'	ceramic tile	as requested
110 Ladies	22'x40'	ceramic tile	as requested
115 Men's	14'x40'	ceramic tile	as requested
115 Ladies	22'x40'	ceramic tile	as requested
120 Men's	14'x40'	ceramic tile	as requested
120 Ladies	22'x40'	ceramic tile	as requested
124 Men's	30'x40'	ceramic tile	as requested
124 Ladies	22'x40'	ceramic tile	as requested
Winners Club			
Men's	20'x9'	ceramic tile	as requested
	4'x12'	carpet	as requested
Ladies	20'x9'	ceramic tile	as requested
	9'x12'	carpet	as requested
Box Office Lobby			
Men's	10'x10'	ceramic tile	daily
Ladies	10'x10'	ceramic tile	daily
Arena Lobby			
Men's	35'x25'	ceramic tile	daily
Ladies	35'x25'	ceramic tile	daily

FLOOR TYPES AND TOTAL SQUARE FOOTAGE

Terrazzo

Conco	ourse	35,300 sq. ft.
Foyer	S	3,600 sq. ft.
Box O	Box Office Lobby	
B/O L	obby Foyer	900 sq. ft.
Arena	Lobby	8,000 sq. ft.
West	Entrance	160 sq. ft.
Front	Office Recept.	48 sq. ft.
Box O	ffice Entry	<u>100 sq. ft</u> .
	TOTAL	56,648 sq. ft.
Vinyl Tile	TOTAL	19,000 sq. ft.
Ceramic Tile	TOTAL	18,100 sq. ft.
Carpeted Area	as TOTAL	50,000 sq. ft.
Rubber tile	TOTAL	900 sq. ft

The balance of the areas not specified are concrete or painted concrete with the exception of the Catwalks which are steel.

FREQUENCY

BUILDING INFORMATION

Total Area 480,000 sq. ft
Total Carpeted Area 50,000 sq. ft.

Plumbing Fixtures
Toilets 205

Urinals 144

Sinks 259

APPENDIX B OLD GRANDSTAND

OVERVIEW OF OLD GRANDSTAND APPENDIX

Contained in this Appendix are the following:

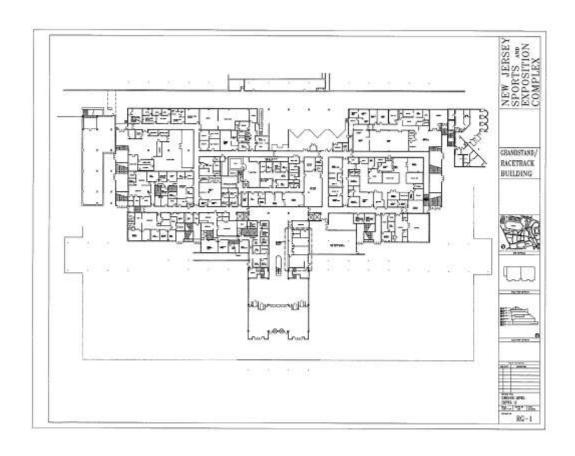
- Specifications concerning the square footage of floor space and carpeting to be cleaned and the frequency of the cleaning of these areas.
- Procedures employed by cleaning staff.
- Equipment currently in use (Appendix G)
- Type of cleaning material currently used (Appendix F)
- Supplies used and cost in 2019 (Appendix F)

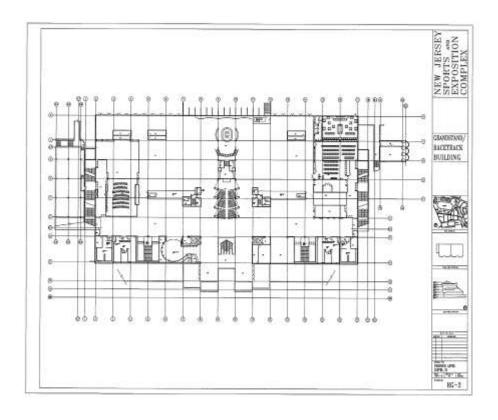
The Grandstand is a 5,000 sq. ft. facility of which a portion of the lower ground level and grandstand all utilized daily. IT Office area and bathrooms, Security Office area, main floor carpets and flooring, main floor bathrooms, State Police office area, State Police gym area, Trades office area and 2 breakrooms, clubhouse lobby, 2 elevators, both loading docks and old racetrack tunnel/compactor room.

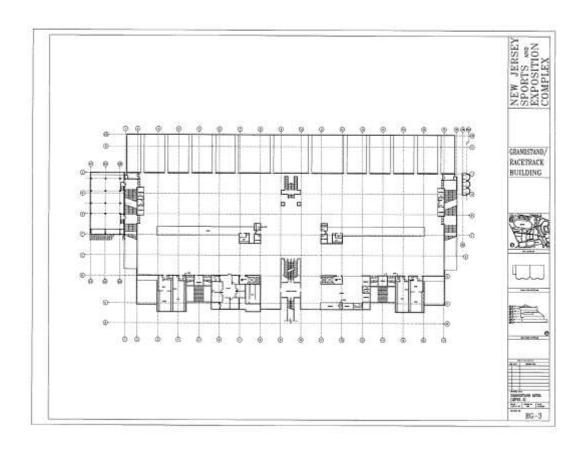
Remove all garbage, replace bags and supply new toiletries

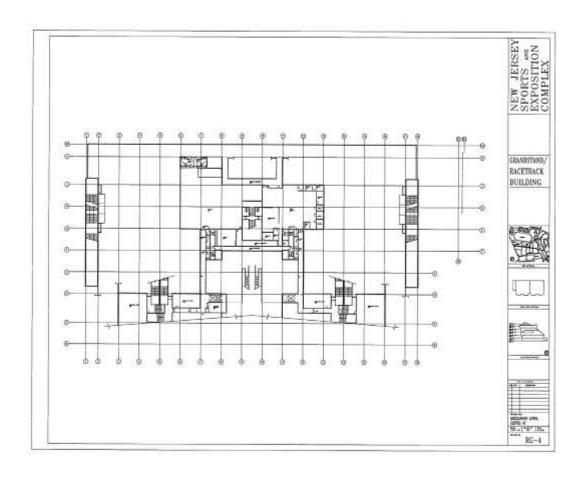
Hours of cleaning operations

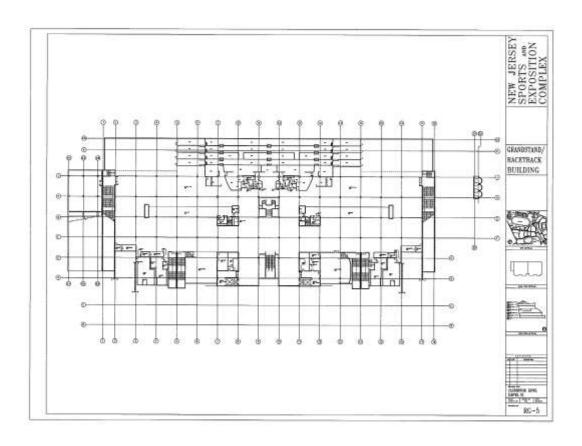
Building cleaning 5:00 a.m. – 1:30 p.m.

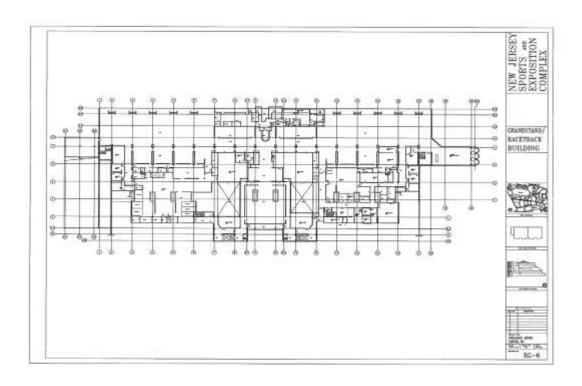


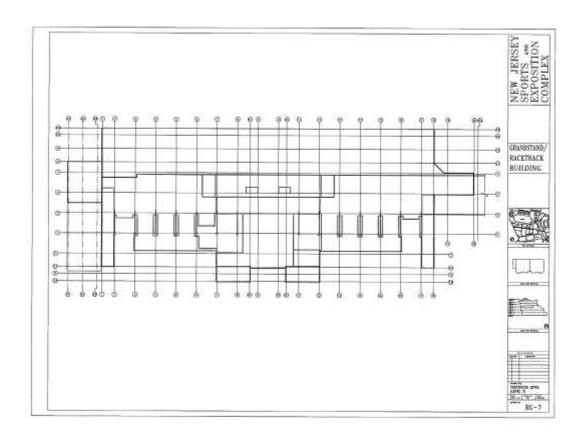












APPENDIX C ENGINEERING BUILDING AND FIREHOUSE

OVERVIEW OF ENGINEERING BUILDING APPENDIX

Engineering Building & Backstretch – (Maintenance Shop & Firehouse)

Vehicle Shop, Carpenter Shop, NJSEA Operation Offices, MetLife Offices, Track Offices, Parts Room, Breakrooms, Welder Shop, Restrooms

Remove all garbage, replace bags and supply new toiletries.

(See attached Appendix C)

Fire House – Mop, Wipe down all surfaces, Clean Breakroom, kitchen, 2 bathrooms, 1 office, main sitting area and mini gym.

Remove all garbage, replace bags and supply new toiletries.

(See attached Appendix C)

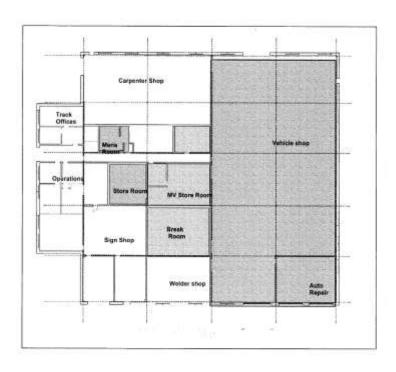
Contained in this Appendix are the following:

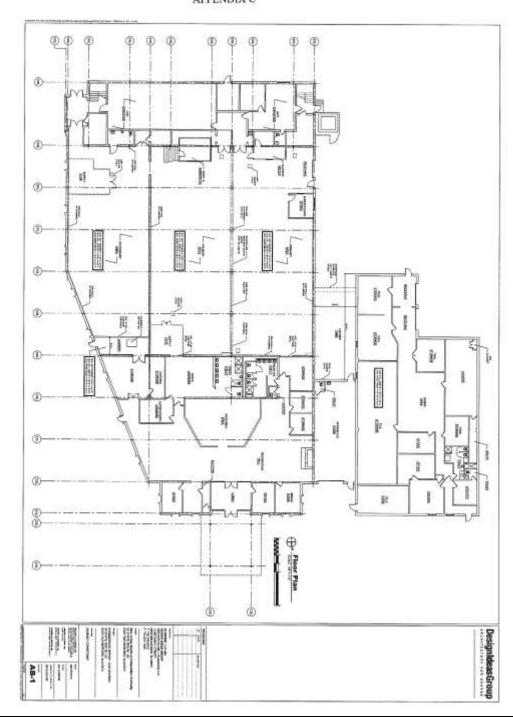
- Specifications concerning the square footage of floor space and carpeting to be cleaned and the frequency of the cleaning of these areas.
- Procedures employed by cleaning staff.
- Equipment currently in use (Appendix G)
- Type of cleaning material currently used (Appendix F)
- Supplies used and cost in 2019 (Appendix F)

Hours of cleaning operations

Building cleaning 6:00 a.m. - 2:30 p.m.

APPENDIX C





APPENDIX D TRAIN STATION

OVERVIEW OF TRAIN STATION APPENDIX

• Train Station

Ground floor offices and train platform, outdoor train station cleaning. Remove all garbage, replace bags and supply new toiletries.

Walkover Bridge – to be checked periodically for trash and debris

Contained in this Appendix are the following:

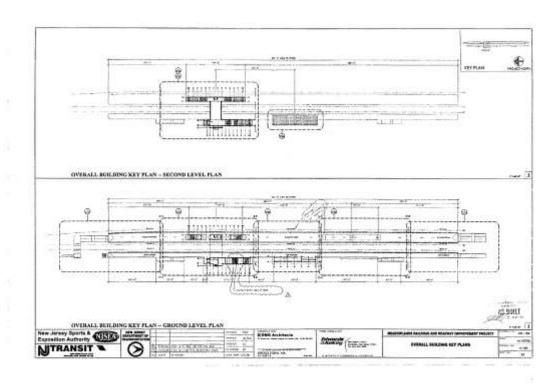
- Specifications concerning the square footage of floor space and carpeting to be cleaned and the frequency of the cleaning of these areas.
- Procedures employed by cleaning staff.
- Equipment currently in use (Appendix G)
- Type of cleaning material currently used (Appendix F)
- Supplies used and cost in 2019 (Appendix F)

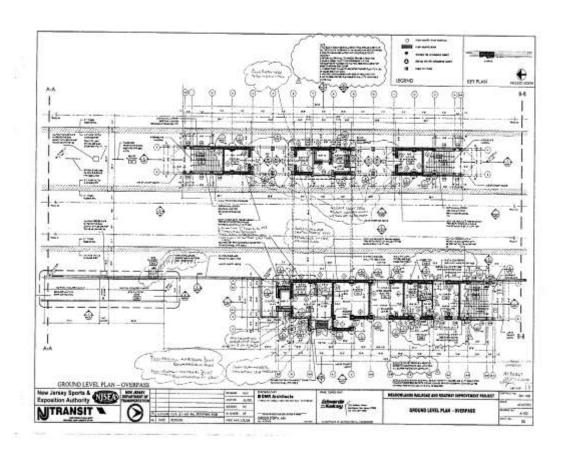
Hours of cleaning operations

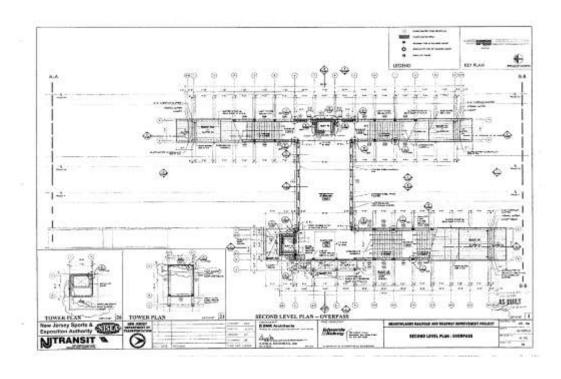
Train Station/Walkbridge cleaner. Start time to be determined per event.

APPENDIX D

TRAIN STATION







APPENDIX E MARKETPLACE

OVERVIEW OF MARKETPLACE APPENDIX

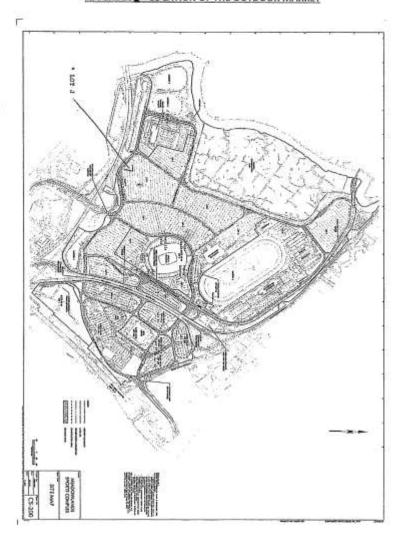
• Marketplace

Parking lot J - Operates as a Marketplace on Saturdays (dates can be changed with notification).

Hours of cleaning operations

Hours are 8:00 a.m. – 4:00 p.m. Trades and cleanup start at 5:00 p.m. until completion.

APPENDIX &- LOCATION OF THE OUTDOOR MARKET



APPENDIX F TYPICAL SUPPLY SAMPLE LIST

- GARBAGE CAN LINERS: 30X37; 40X48 45 GAL
- TOILET TISSUE 2 PLY WHITE
- C FOLD HAND TOWELS WHITE
- TOWEL ROLL ENVISION WHITE
- 1 PLY WHITE HARD ROLL TOWEL
- WHITE TERRY TOWELS #25
- CLOROX GERMICIDAL BLEACH
- MORNING MIST CLEANER DISINFECTANT 1 GAL
- CREW SLINGING BOWN CLEANER DISINFECTANT
- HIGH SUDS POWER 50LB LAUNDRY DETERGENT
- DISHWASHING LIQUID
- CLOROX ODOR DEFENSE AIR FABRIC SPRAY AIR BOTTLE
- PURELL ADVANCED HAND SANITIZER
- LUXURY FOAM HANDWASH
- TILEX MILDRE REMOVER
- NITRILE MED GLOVES SM, MED, LARGE
- DELUX BOWL BRUSH TOILET
- BROOM ANGLE BLK
- MASKS

NJSEA WILL SUPPLY HEAVY DUTY OUTDOOR TRASH BAGS

PRODUCTS MUST BE EPA- REGISTERED DISINFECTANT PRODUCT

ESTIMATED COST FOR SUPPLIES FOR NJSEA EAST RUTHERFORD COMPLEX SUPPLIED BY CLEANING COMPANY \$28,000.

APPENDIX G TYPICAL EQUIPMENT SUPPLIED CONTRACTOR

- VACUUMS
- BROOMS
- MOPS
- PORTABLE GARBAGE CANS
- BUCKETS
- PICKS
- SCRUBBING MACHINES
- WET VACS
- ALL PPE EQUIPMENT

APPENDIX H

Present Complex Cleaning Reference Notes:

Current Cleaning Staff Consists of:

- 4 Full-time Employees
 Mon Fri (5:00 am to 1:30 pm)
 Workday 8 ½ hours paid for 8 hours
 - Employee assignments:
 - One (1) FT employee maintains the Maintenance Building, Engineering Office, Firehouse, Rec Hall and Backstretch Grounds.
 - One (1) FT employee maintains the Old Racetrack which consists of approx. 5,000 sq. ft of cleaning (Ground Floor offices and restrooms, Grandstand Floor IT dept and restrooms, State Police offices and gym as well as the compact area.
 - Two (2) FT employees are assigned to the Arena.
 - One (1) FT employee maintains the NJSEA offices at the Arena including Security offices, Medical Dept., restrooms, employee locker-rooms and common areas.
 - One (1) FT employee maintains NJSEA tenant offices located on the concourse of the Arena (Level 3). This area consists of all suites, bathrooms, offices areas as well as concourse common areas. When the NJSEA does not have a tenant on site, this person assists with the overall NJSEA site.
- Presently six (6) Part-time Employees are utilized Hours vary depending on assignment
 - Employee assignments:
 - Three (3) PT employees at the arena assisting with the NJSEA tenant needs on the 1st & 3rd levels of the Arena.
 - One (1) PT employee at the Grandstand assisting with the NJSEA tenant needs on the ground floor and paddock level east.
 - Two (2) PT employees maintain the Meadowlands Marketplace. And pick-up curb fence line garbage.
 - One (1) PT employee maintains the Meadowlands Train Station on MetLife event days when trains are in use only

Additional notes:

- Vendor must order and provide all cleaning products as well as cleaning supplies (i.e. mops, brooms, vacuums etc.)
- Vendor must be able to provide floor scrubber, buffer, wet-vac as needed.
- Awarded vendor must supply PPE and company uniforms for ALL employees.
- NJSEA presently reimburses less than 20 hours of manager's fee to cover staff scheduling, paper work and site visits.
- All billing must be done by work order numbers created for specific buildings and events.
- All invoices must be sent to Tom Guthrie in a timely manner for approval and payment.



SECTION VII

NEW JERSEY SPORTS & EXPOSITION AUTHORITY EAST RUTHERFORD COMPLEX CLEANING

Proposal DOCUMENTS

SECTION VII

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East Rutherford Complex Cleaning RFP

Detailed Cost Sheet

Full Time – Year 1

DIRECT LABOR COST	Annual <u>Hours</u>	"All Inclusive" <u>Labor Rate/Hour</u>	<u>Cost</u>
A. <u>Arena</u>			
(1) Full Time Cleaner	x 2,080	х :	= \$
(1) Full Time Cleaner	x 2,080	x :	= \$
		A. Subtotal Are	ena \$
B. Old Grandstand			
(1) Full Time Cleaner	x 2,080	х :	= \$
C. Engineering Bldg. & Bac			
(1) Full Time Cleaner	x 2,080	х:	= \$
Sub Total Full Time Cleani	ing Labor (A + E	B + C) \$	
Total Management Fee		\$	
Full Time Costs		<u>\$</u>	
Equipment Annual Cost		<u>\$ 14,</u>	000
Supplies Annual Cost		<u>\$ 28,</u>	000
TOTAL FULL TIME COST YE	EAR 1	\$	

East Rutherford Complex Cleaning RFP

DETAILED COST SHEET

Part Time		
Part Time Hourly Rate	\$	
Management Fee/Hour	\$	-
Total Part Time Labor Cost/Hour	\$	-
Present Part Time Labor Usage: An	nual Estimate Part Time	Labor Cost
	at 40 Hours/40 Weeks – rs/Week x 45 Weeks = \$	
E. <u>Train Station</u> • 1 Cleaner at 8 Hours, Approximately 30 Ev	/Stadium Event when Tra ents per Year	ain Operates –
1 Cleaner x 8 Hours	/Event x 30 Events/Year	= \$ Annual Estimated Cost
F. Marketplace • 2 Cleaners x 16 Hour	s – Approximately 45 Tin	nes per Year
2 Cleaners x 8 Hours	x 45 Events = \$ Annual	Estimated Cost
Total Estimated Part Time Costs (D	+ E + F) Year 1 = \$	
TOTAL FULL TIME & PART TIME LAE		E \$

<u>Description</u>	Year 2	Year 3	Year 4	Year 5	Year 6
	<u>% Increase</u>	% Increase	<u>% Increase</u>	% Increase	<u>% Increase</u>
Full Time Fully Loaded Hourly Rate					
Part Time Fully Loaded Hourly Rate					
Management Fee					
Equipment Cost					
Cleaning Supplies					
\$ Estimated Annual Increase					
\$ Estimated Annual Cost					

East Rutherford Complex Cleaning RFP

DETAILED COST SHEET FIRST YEAR

Management Costs Sheet encompass Management Costs, Administrative Costs and Overhead and Profit.

Management Costs	\$ /Year
Administrative Costs	\$ /Yea
Overhead & Profit	\$ <u>/</u> Yea
Total Annual Management Fee	\$

East Rutherford Complex Cleaning RFP

Please Attach A List of Equipment to be Supplied

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

MORAL INTEGRITY AFFIDAVIT

State of	
County o	of
	I,
the (TIT	LE),
of (COM	MPANY), ter called the Proposer, being first duly sworn; deposes and says that:
hereinaft	ter called the Proposer, being first duly sworn; deposes and says that:
	1. The Proposer has submitted the Proposal regarding this Contract with the New Jersey Sports & Exposition Authority on
	2. The Proposer wishes to demonstrate moral integrity to the satisfaction of the New Jersey Meadowlands Commission.
	3. As of the date of signing this Affidavit, neither the Proposer, nor any of his owners, officers, or directors are involved in any federal, state or other governmental investigations concerning criminal or quasi-criminal violations, except as follows (if none, so state):
	4. Neither the Proposer not any of his owners, officers or directors have ever committed any
	violation of a federal or state or quasi-criminal statute, except as follows (if none, so state):
	5. The State of incorporation of the Proposer is:

6. If the answer to question #5 is a state other than New Jersey, that the Proposer has received from the Secretary of the State of New Jersey, a certification authorizing the corporation to conduct business in New Jersey.

MORAL INTEGRITY AFFIDAVIT (CONTINUED)

	(Use a	dditional sheet if required)
8. the fa		ith the operations of the Proposer, has full knowledge is of this Affidavit; and that the contents are true.
	This Affidavit is made to the N osal for this Contract, knowing that ruth of the statements contained her	New Jersey Meadowlands Commission to accept the the New Jersey Meadowlands Commission relies up rein.
		Proposer
		(Type of print name of affiant under signature)
e me this	nd sworn to sday20	
e me this	sday	

STATE OF NEW JERSEY NEW JERSEY SPORTS & EXPOSITION AUTHORITY

CORPORATE RESOLUTION FORM

	ectors of
that the president (make,) be and hereby is authorized to
execute and deliver a contract FOR: wit Authority	h the New Jersey Sports & Exposition
and that the Secretary ()
be and hereby is authorized to attest to corporate seal thereto.	the execution of the same and affix the
	BOARD OF DIRECTORS
SECRETARY	(SEAL)
I HEREBY CERTIFY that the foregoing BOARD of Directors of	is an exact copy of a Resolution by the
() adopt meeting held on	red at a (),
at which quoru	ım was present.

CORPORATE RESOLUTION FORM (Continued)

IN WITNESS	WHEREOF,	I have here	eunto set my	hand and	the seal of
()			
this	day of		2010.		
SECRETARY					
(SEAL)					

STATE OF NEW JERSEY NEW JERSEY SPORTS & EXPOSITION AUTORITY

EXPERIENCE AFFIDAVIT

which were similar to this Con The information required below and telephone number; and the	r, or on sheets to be attached, at least (3) projects he has stract, and during which the products specified herein we we shall include the title of the contract; the owner's name dollar value of work completed. This information will EXPOSITION AUTHORITY in judging the Proposer standing.	vere used. ne, address, I assist the
	ual, a Partnership, a Corporation) under the laws of the and having principal offices at	State of
	(Signed)	·
	(Address)	
(Date)		

NEW JERSEY SPORTS & EXPOSITON AUTHORITY

DISCLOSURE FORM

PURSUANT TO THE PROVISIONS OF CHAPTER 33 OF THE LAWS OF 1977, ALSO KNOW AS N.J.S.A.52:25-24.2, WHICH BECAME EFFECTIVE MARCH 8, 1977.

Each Proposer is required to furnish below the names and addresses of all corporate stockholders who own 10% or more of the stock of said corporation. In case of a partnership, the names and addresses of all partners who have a 10% or greater interest in the partnership shall be provided.				

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

NON-COLLUSION AFFIDAVIT

State of		
County of	SS: 	
I, (NAME)		, of
(MUNICIPALITY)		in the
County of	and the State of	, of full age, being duly sworn to the
law, on my oath depose and say t	hat:	
I am the (TITLE)		of (COMPANY)
Contract;	, the	ne Proposer making the Proposal for this
	sal with full authority to do so	o;
	aken any action to restrain fre	to any agreement, participated in any see, competitive pricing in connection with the
full knowledge that the	New Jersey Meadowlands Co	affidavit, are true, correct, and made with the ommission relies upon the truth of the it in awarding the Contract for the Project.
secure such Contract upon an em	ployed or retained to solicit o percentage, brokerage or con	been employed or retained to solicit or or secure such Contract upon an agreement or ntingent fee, except bona fide employees or ned by
(NAME OF PROPOSER)		
(N.J.S.A. 52:34-15)		
Subscribed and sworn to before me thisday of20		
(Notary Public)	
My commission expires on		

STATE OF NEW JERSEY NOTICE TO ALL PROPOSERS OF SET-OFF FOR STATE TAX FOR CONTRACT WITH NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

Please be advised that, pursuant to <u>L.</u> 1995, <u>c.</u> 159, effective January 1, 1996, and codified at <u>N.J.S.A.</u> 59:49-19 and <u>N.J.S.A.</u> 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership of S corporation under contract to provide goods or services or construction projects to the state of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, which pursuant to N.J.S.A. 43:21-14.4 also includes any indebtedness greater than or equal to \$300 that is due to the Unemployment Compensation Fund, the State Disability Benefits Fund, and the Family Temporary Disability Leave Account, the Director of the Division of Taxation or the Office of Management and Budget shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S-corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within 30 days of such notice under the procedures for protest established under N.J.S.A. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE"

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

AFFIDAVIT OF AUTHORIZATION

State of	
County of	SS:
	, being duly sworn, deposes and says that
he resides at	, that he is the
(TITLE)Contract,	who signed the Proposal for this
that he was duly authorized to sign, that the Prop the	posal is a true offer of the Proposer, that the seal attached is
seal of the Proposer, and that all declarations and of his	d statements contained in the Proposal are true to the best
knowledge and belief.	
	(Type or print name of affiant under signature)
Subscribed and sworn to before me thisday of20	
(Notary Public)	
My commission expires on	



INFORMATION AND INSTRUCTIONS

For Completing the "Two-Year Vendor Certification and Disclosure of

Political Contributions" Chapter 51 Form

Background Information On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first use NJSTART (https://www.njstart.gov/bso/) to check the status of a vendor's Chapter 51 certification before contacting the Review Unit's mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

Part 1: BUSINESS ENTITY INFORMATION Business Name - Enter the full legal name of the vendor, including trade name if applicable. Address, City, State, Zip and Phone Number-- Enter the vendor's street address, city, state, zip code and telephone number. Vendor Email - Enter the vendor's primary email address. Vendor FEIN - Please enter the vendor's Federal Employment Identification Number. Business Type - Check the appropriate box that represents the vendor's type of business formation. Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Chapter 51 Instr. - Rev. 4/1/19 Page 1 of 3

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. This box must be checked if there are no contributions to report.

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. (N.!2 additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. (Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. (Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form. Read the five statements of certification prior to signing. The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

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State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency. The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

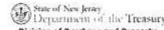
- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: https://www.state.nj.us/treas/purchase/eo134guestions.shtml.

Reference materials and forms are posted on the Political Contributions Compliance website at: http://www.state.nj.us/ treasury/purchase/execorder134 .shtml. Chapter 51 Instr.

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State of New Jeray Department of the Treasury Division of Purchase and Property Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

	PUR SIA	TE USE ONLY
Solicitation, RFP, or Contract	t No	Award Amount
Description of Services		
State Agency Name	Cont	act Person
Phone Number	Cont	act Email
Check if the Contract / Agre		
Part 1: Business Entity In	formation	Please check if requesting recertification
Full Legal Business Name		
11 <u>9</u> 000		name if applicable)
Address		
City	State	ZipPhone
Vendor Email	Vendor FEIN	(SS# if sole proprietor/natural person)
a Corneration: LIST ALL OFFI	MUST BE COM	er shareholder. (If the corporation only has one officer, please wi
o Partnership: LIST ALL PART	NERS with any equity interest LIST ALL MEMBERS with any e	
Sole Proprietor	and the recognition man only a	quity Interest
Sole Proprietor Note: "Officers" means Presiden	nt, Vice President with senior m of a corporation, or any perso	nanagement responsibility, Secretary, Treasurer, Chief Executive in routinely performing such functions for a corporation.
 Sole Proprietor Note: "Officers" means Presiden Officer or Chief Financial Officer 	nt, Vice President with senior m of a corporation, or any perso epted as a valid response. Whe	nanagement responsibility, Secretary, Treasurer, Chief Executive in routinely performing such functions for a corporation.
D Sole Proprietor Note: "Officers" means Presiden Officer or Chief Financial Officer Also Note: "N/A will not be acce	nt, Vice President with senior m of a corporation, or any perso epted as a valid response. Whe	nanagement responsibility, Secretary, Treasurer, Chief Executive in routinely performing such functions for a corporation. ere applicable, indicate "None."
Sole Proprietor Note: "Officers" means Presiden Officer or Chief Financial Officer Also Note: "N/A will not be acce	nt, Vice President with senior in of a corporation, or any perso epted as a valid response. Whe poration or PC	nanagement responsibility, Secretary, Treasurer, Chief Executive in routinely performing such functions for a corporation. ere applicable, Indicate "None."
Sole Proprietor Note: "Officers" means Presiden Officer or Chief Financial Officer Also Note: "N/A will not be acce All Officers of a Corp	nt, Vice President with senior in of a corporation, or any perso epted as a valid response. Whe poration or PC	nanagement responsibility, Secretary, Treasurer, Chief Executive in routinely performing such functions for a corporation. ere applicable, indicate "None." 10% and greater shareholders of a corporation or all shareholders of a PC

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

 Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

 Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate State Political Party Committee County Political Party Committee

 Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee Legislative Leadership Committee

		AND THE PROPERTY OF THE PROPER
Full	Legal Name of Recipient	
Add	ress of Recipient	
Date	of Contribution	Amount of Contribution
Type	of Contribution (Le. current	cy, check, loan, in-kind)
		, i closed control
Con	tributor Name	
Rela	tionship of Contributor to the If this form is not being comp	vendor leted electronically, please attach additional contributions on separate page.
	Remove Contribution	Click the "Add a Contribution" tab to enter additional contributions.
- 9	Add a Contribution	
or	Check this box only if no p any person or entity whos	collitical contributions have been solicited or made by the business entity e contributions are attributable to the business entity.
Part	3: Certification (Check one	e box only)
(A)	☐ I am certifying on beha	if of the business entity and all individuals and/or entities whose contributions
1.00	are attributable to the busin	ess entity as listed on Page 1 under Part 1: Vendor Information.
(B)	☐ I am certifying on beha	of the business entity and all individuals and/or entities whose contributions
	are attributable to the busin	ness entity as listed on Page 1 under <u>Part 1: Vendor Information</u> , except for es who are submitting separate Certification and Disclosure forms which are
(C)	☐ I am certifying on beha	If of the business entity only; any remaining persons or entities whose
	contributions are attributat	ole to the business entity (as listed on Page 1) have completed separate forms which are included with this submittal.
(D)	I am certifying as an in	dividual or entity whose contributions are attributable to the business entity.
I her	reby certify as follows:	
	 I have read the Informat certification on behalf of 	ion and Instructions accompanying this form prior to completing the the business entity.
	2 All reportable contributio	ns made by or attributable to the business entity have been listed above.

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- 3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:
 - a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR (II) Any State, County or Municipal political party committee; OR

 - (iii)Any Legisative Leadership committee.
 - b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor;
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
 - c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first

 - A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- 4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:
 - (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
 - (b) Any State, County or Municipal political party committee; OR
 - (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

are willfully false, I may be subject to punishment.		
Signed Name	Print Name	
Title/Position	Date	

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- · Is approaching its two-year certification expiration date and wishes to renew certification;
- · Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract

Forms should be submitted either electronically to:cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

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33 WEST STATE STREET, P.O. BOX 0230 TRENTON, NEW JERSEY 08625-0230

VENDOR/RIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM

PUBLIC LAW 2005, CHAI		DISCLOSUR	EFORM	
CONTRACT#: VENDOR/BII	DDER:			
At least ten (10) days <u>prior</u> to entering into the above-referenced Contract, Political Contribution Disclosure Form in accordance with the directions be Contract.				
NOTE that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.				
DISCLOSURE				
The following is the required Vendor/Bidder Disclosure of all Reportable and including the date of signing of this Certification and Disclosure to: (i) party, legislative leadership committee, candidate committee of a candidate that is also defined as a "continuing political committee" under N.J.S.A. 19	any State, county, for, or holder of, a	or municipal con State elective off	nmittee of a political	
The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.				
"Reportable Contributions" are those contributions that are required to be re- Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44 N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in er "reportable."	A-1 et seq.), and	implementing reg	gulations set forth at	
Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name	
Indicate "NONE" if no Reportable Contribution was made.				
		\$		
		\$		
		\$		
		\$		
Attach additional sheets if necessary				
CERTIFICATION	N.			
I, the undersigned, certify that I am authorized to execute this certificat information and any attachments hereto, to the best of my knowledge are Jersey is relying on the information contained herein, and that the Vendor	true and complete	. I acknowledge	that the State of New	
this certification through the completion of any contract(s) with the Sta				
information contained herein; that I am aware that it is a criminal offens				
certification. If I do so, I will be subject to criminal prosecution under				
agreement(s) with the State, permitting the State to declare any contract(s) is	esulting from this	certification void	d and unenforceable.	
	ate			
Print Name and Title				

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33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

BID SOLICIT	ATION #: VENDOR:		
IN	PART 1 PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW. PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE IN OFFICERS/DIRECTORS	DIVIDUALS.	
NAME			
TITLE			
ADDRESS	1		
ADDRESS	2		
CITY	STATE ZIP		
NAME			
ADDRESS			
ADDRESS			
CITY	STATE ZIP		
NAME			
TITLE			
ADDRESS			
ADDRESS			
CITY	STATE ZIP		
Attach Ad	ditional Sheets If Necessary.		
	PART 2 PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO". PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LIST THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.	ED ON	
		YES	NO
1.	Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?		
2.	Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?		
3.	Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?		
4.	Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?		
5.	Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five /5) years?		

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IF <u>ANY</u> OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.

IF <u>ALL</u> OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.



33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #:	VENDOR/BII	DDER:

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such 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, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

Print Name and Title

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this ce	rtif	ication on behalf of the Vendor/Bidder, that the foregoing	
information and any attachments hereto, to the best of my kno	wle	edge are true and complete. I acknowledge that the State	
of New Jersey is relying on the information contained herein,	and	that the Vendor/Bidder is under a continuing obligation	
from the date of this certification through the completion of an	ny c	contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute			
a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.			
Signature		Date	

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33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:	VENDOR/BIDDER:		
	PART 1 CERTIFICATION MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE		
complete the certification below to attest, under p is identified on the Department of the Treasary's found on the Division's website at <a href="https://www.accompleting-the-below certification. Failure to cot
of the Division of Purchase and Property finds">https://www.accompleting-the-below certification. Failure to cot of the Division of Purchase and Property finds	or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is state nj.us/treasurv/purchase/pdf/Chapter251.ist.pdf. Vendors/Bidders must review this list prior to mplete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director a person or entity to be in violation of the law, s/he shall take action as may be appropriate and not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in the party. CHECK THE APPROPRIATE BOX		
or activities in Iran pursuant to P.L. 2012, c	aw 2012, c. 25, that neither the Vendon/Bidder listed above nor any of its parents, N.J. Department of the Tressury's list of entities determined to be engaged in prohibited 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.		
on the Department's Chapter 25 list. I wand complete the Certification below. I	e because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed will provide a detailed, accurate and precise description of the activities in Part 2 below and sign Failure to provide such information will result in the proposal being rendered as nonresponsive inctions will be assessed as provided by law.		
If you checked Box "B" above, provide a detail	PART 2 NAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN led, accurate and precise description of the activities of the Vendon/Bidder, or one of its parents, nt activities in Iran by completing the boxes below.		
ENTITY NAME: RELATIONSHIP TO VENDOR/BIDDER: DESCRIPTION OF ACTIVITIES: DURATION OF ENGAGEMENT: ANTICIPATED CESSATION DATE:			
VENDOR/BIDDER CONTACT NAME: VENDOR/BIDDER CONTACT PHONE No.: Attach Additional Streets If Necessary.			
	CERTIFICATION		
attachments hereto, to the best of my knowledge contained herein, and that the Vendor/Bidder is continet(s) with the State to notify the State in wr to make a false statement or misrepresentation i	o execute this certification on behalf of the Vendor/Bidder, that the foregoing information and may be are true and complete. I acknowledge that the State of New Jersey is relying on the information is under a continuing obligation from the date of this certification through the completion of any riting of any changes to the information contained herein; that I am aware that it is a criminal offense in this certification. If I do so, I will be subject to <u>criminal prosecution</u> under the law, and it will with the State, permitting the State to declare any contract(s) resulting from this certification void and		
Signature	Date		
Print Name and Title			

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AFFIRMATIVE ACTION EEO

Letter of Federal Affirmative Action Plan Approval, or

Certificate of Employee Information Report, or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance.)