



**CITY OF JERSEY CITY
BID SPECIFICATION FOR
JANITORIAL SERVICES**

SUBMISSION DEADLINE:

**11:00 A.M.
JUNE 11, 2015**

ADDRESS ALL BID PROPOSALS TO:

**Peter Folgado, Purchasing Agent
Jersey City Department of Administration
Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, NJ 07307**

SPECIFICATION FOR JANITORIAL SERVICES

DO NOT REMOVE BID PROPOSAL FROM BOUND SPECIFICATIONS. SUBMIT ENTIRE DOCUMENT WITH AN ADDITIONAL COPY OF THE ENTIRE BID PROPOSAL AND ALL SUPPORTING DOCUMENTS SLIPPED INTO BACK COVER.

PROJECT: JANITORIAL SERVICES

DEPARTMENT: DIVISION OF BUILDINGS & STREET MAINTENANCE,
DEPARTMENT OF PUBLIC WORKS

OWNER: CITY OF JERSEY CITY
280 GROVE STREET
JERSEY CITY, N.J. 07302

HONORABLE STEVEN M. FULOP, MAYOR
ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR
PETER FOLGADO, DIRECTOR, DIVISION OF
PURCHASING

DATE: MAY 2015

NOTICE TO BIDDERS

Sealed Proposals will be received, opened and read in public by the Director of Purchasing at 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307 on June 11, 2015 at 11:00A.M., prevailing time, or as soon thereafter as the matter can be reached, for the:

JANITORIAL SERVICES CONTRACT, JERSEY CITY, NEW JERSEY

Contract Documents, Specifications, and Bid forms may be downloaded by going online to www.bidsync.com. Questions by prospective bidders concerning this bid must be done online at www.bidsync.com.

Bidders are required to comply with the provisions of N. J. S. A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/ Affirmative Action Program). Bidders are also required to comply with the requirements of P .L. 2004, c.57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury. These provisions are incorporated herein by Reference. Full requirements of the Affirmative Action Program may be obtained with Proposal Forms.

Bid Proposals **MUST BE ACCOMPANIED** by a Bid Bond or Certified Check, made payable to the City of Jersey City, in an amount equal to Ten (10%) percent of the bid.

Each Bidder shall submit with the proposal, all information requested in the section "Schedule of Submittals by Bidder".

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado Director, City of Jersey City Division of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307. Bids sent by mail must be received by the Director of Purchasing no later than 4:00 P.M. of the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Director no later than 11:00 A.M. on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director. Bids must comply with specifications.

The Director of Purchasing reserves the right to reject any and all bids received, or portions thereof, if deemed to be in the interest of the City to do so.

**JOHN MCGRATH, DIRECTOR
DIVISION OF BUILDINGS AND STREET MAINTENANCE**

INFORMATION TO BIDDERS

1. CONTRACT DOCUMENTS:

The contract consists of the following documents

- Information to Bidders
- Scope of Work
- Any Addenda Issued Prior to the Bid Reception
- Bid Proposal
- Bid Documents

With the exception of addenda, the above documents are bound herein and comprise the Contract Documents.

Throughout the Contract, the term City shall mean the City of Jersey City. The term Bidder shall mean a party submitting a bid in response to the City's Notice to Bidders. The term Contractor shall mean the lowest responsible Bidder awarded a contract by the City. The term Specifications shall mean this Bid Specification for Janitorial Services.

Notice to Bidders shall mean the published newspaper advertisement soliciting bids.

Bid shall mean the completed Bid Proposal with attached executed bid documents as required herein.

2. INTENT OF CONTRACT:

Under these Specifications and the Contract which will be based thereon, it is proposed that the Bidder shall furnish all materials, equipment, tools labor and supervision necessary to complete the work in strict accordance with the Contract.

The intent of the Contract documents is to obtain Janitorial Services satisfactory to the City. It shall be understood that the Bidder has been satisfied as to the full requirement of the Contract documents and has based the bid proposal upon such understanding.

3. FAMILIARITY WITH WORK:

It is the obligation of the Bidder to read and examine the Contract Documents, and ascertain all the facts concerning conditions to be found at the locations including all physical characteristics, to read the Specifications thoroughly and completely, to consider all other matters which can in any way affect the work under the Contract and to make the necessary investigations relating thereto, and the Bidder agrees to this obligation in the signing of the Contract. The City assumes no responsibility whatsoever with respect to ascertaining for the Bidder such facts concerning physical characteristics at the locations. The Bidder agrees to make no claim for additional payment or seek any other concession because of any misinterpretation or misunderstanding of the Contract or of any failure to be acquainted with all conditions relating to the Contract.

4. INTERPRETATIONS OR ADDENDA:

Should a Bidder find discrepancies or omissions from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent in writing via BidSync. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such interpretation shall be in writing and to be given consideration, must be received at least fifteen (15) calendar days prior to the date fixed for the opening of bids, to allow the City to issue an addendum prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the contract which, if issued, will be mailed by registered mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purpose). All addendum so issued shall become part of the Contract Documents and shall be read immediately prior to the opening of the bids by the City's Purchasing Agent who shall give each Bidder or his/her representative present an opportunity to withdraw his/her bid before any bids are opened. Any objection subsequent to the opening of bids will not be considered. Failure of any Bidder to receive any such addendum or interpretation or to attend the reading of the bids shall not relieve such Bidder from any obligation under his/her bid as submitted, including such addendum. The City will not be responsible for any other explanations or interpretations of the contract documents.

5. SUBMITTING BID:

Each Bid must be submitted on the prescribed Bid Form which shall not be removed from the Contract Book. All entries must be in ink or typewritten. Bidders shall submit their Bid in sealed envelopes. On the outside of the envelope shall be stated the name and address of the Bidder and the name of the work as shown in the Notice to Bidders.

When the Bid is made by an individual his/her post office address shall be stated and he/she shall sign the Bid. When made by a firm or partnership its name and post office address shall be stated, and the Bid shall be signed by one or more of the partners. When made by a corporation, its name and principal post office address shall be stated and the Bid shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases. Bids shall be delivered in person to the City Purchasing Agent at the time and place stated in the Notice to Bidders, and they will be publicly opened and read aloud on the date, place, and at the time stated in the Notice to Bidders.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to Peter Folgado, Director, Division of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307. Bids sent by mail must be received by the Purchasing Agent no later than 4:00 P.M. on the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Director no later than 11:00 A.M. on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Purchasing Agent. Bid proposals must comply with specifications. As per Notice to Bidders, bids will be publicly opened and read aloud on the date, place and at the time stated in the Notice to Bidders.

6. BID DOCUMENTS:

The Bid Documents to be included in the sealed envelope with the Bid shall include but not be limited to the following:

Certification of Experience of Contractor *

Equipment Questionnaire of Contractor *

Non-Collusion Affidavit

Statement of Corporate Ownership*

Bid Bond/Guarantee*

New Jersey Business Registration Certificate of Contractor

Written acknowledgment of Addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2(e)*

Form MWB-3; Minority/Women Business Compliance Plan

Exhibit A Mandatory Equal Employment Opportunity Language

Failure to include the bid documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the bid at the time of the bid reception.

7. BID GUARANTEE:

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of not less than 10% of the total amount bid in the Bid Proposal, but the Certified Check, Cashier's Check or Bid Bond or any combination thereof shall not exceed \$20,000.00. No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the Bidder shall execute the Contract.

The bid bond is offered as a guarantee, made by a surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute bid bonds on behalf of the surety company. Included with the bid bond must be such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

8. WITHDRAWAL OF BID:

A Bid, after having been submitted, may be withdrawn by the Bidder on a given Project prior to the opening of any bid on that project.

After the opening of bids, N.J.S.A. 40A: 11-23.3 authorizes a Bidder to request withdrawal of a public bid due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2 (42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A Bidder claiming mistake under N.J.S.A. 40A: 11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to: Peter Folgado, Director, Division of Purchasing, 394 Central Ave., Second floor, Jersey City, New Jersey 07307. The Bidder must request withdrawal of a bid due to a mistake, as defined by law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Peter Folgado, Director, Division of Purchasing may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A Bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A: 11-23.3.

The City will not Consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-22(42), by the Bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

9. CAUSES FOR REJECTION:

Bids from Bidders who are found to be unqualified and Bids not accompanied by all required and properly completed bid proposals and bid documents shall be rejected.

In addition, causes for rejection of Bids may include but not be limited to the following:

- A. Prices are obviously unbalanced,
- B. Received from Bidders who previously performed work in an unsatisfactory manner,
- C. The Purchasing Agent, at his/her sole discretion, deems it advisable so in the best interest of the City of Jersey City,
- D. If conditions, limitations or provisions are attached by a Bidder to his/her Bid, if proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed,
- E. If the Bidder does not own sufficient or satisfactory equipment to perform the work.

10. RETURN OF BID GUARANTEES:

The Bid Guarantees of all except the apparent three (3) lowest responsible bidders for the Contract will be returned within ten (10) working days after the opening of bids. The returned bids of such Bidders will be considered as officially withdrawn. Within three (3) working days after awarding the contract, the bid guarantees of the remaining unsuccessful Bidders will be returned. Upon execution of the contract by the successful bidder, and the receipt of the certificate of insurance, Bid guarantee of the lowest Bidder will be returned. No interest will be paid on any form of bid guarantee.

11. AWARD OF CONTRACT:

The Contract, if awarded, will be awarded to the lowest responsible, qualified Bidder whose Bid complies with the requirements as stated herein. Bids may be rejected where the prices as bid are obviously unreasonable. Award of the contract will be made by the Municipal Council of the City of Jersey City.

A. BID FOR UNIT PRICES CONTRACT:

The Bidder shall state on the Proposal Form the price per unit of measure for each scheduled item of work for which he will agree to carry out the work, and the total price for the performance of the Project, as determined by multiplying each estimated quantity by the price per unit of measure bid and adding together the resulting amounts. Unit prices shall be given in writing and in figures and in the case of variance the prices in writing shall prevail.

B. BID FOR LUMP SUM CONTRACT:

Lump Sum Bid, Base Bid prices and Alternates shall be in figures and words. In case of discrepancy the amount described in words shall govern. If any of the alternates listed in the Proposal Form do not involve change in price, the Bidder shall so indicate by writing the words "no change" on the space provided. If the Base Bid is within the amount of funds available to finance the maintenance contract and the City wishes to accept alternate bids, then contract award will be made to that responsible bidder submitting the low combined bid, consisting of the base bid plus alternate bids. Under this procedure, if the City wishes to make award on only the base bid, then contract award will be made to that responsible bidder submitting the low base bid.

The Purchasing Agent may consider informal any Bids not prepared and made in accordance with the provisions stated herein and may waive or reject any or all bids. Bids containing any conditions, omissions, unexplained erasure or alterations, or items not called for in the Bid Proposal, or irregularities of any kind may be rejected by the City.

The Municipal Council will either award the Contract or reject all Bids received within sixty (60) days after the formal opening of Bids. The award of contract will be a notice in writing signed by the Purchasing Agent.

12. TIME FOR EXECUTING CONTRACT & LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

Any Bidder whose Bid is accepted will be required to execute four (4) copies of the Contract and furnish a satisfactory insurance certificate to the City of Jersey City within ten (10) days after notice of acceptance. The successful Bidder, upon his failure or refusal to execute and deliver the signed contract and certificate of insurance within the required time shall forfeit the certified check, cashier's check or bid bond to the City as liquidated damages for such failure or refusal.

The damages to the City of Jersey City for breach as above provided include the loss from interference with its operations program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the bid of such Bidder shall be retained by the City of Jersey City, not as a penalty, but as liquidated damages for such breach. In the event any Bidder whose bid has been accepted shall fail, refuse or resist to execute the contract as herein before provided, the Municipal Council at its option, may determine that such Bidder has abandoned the Contract and thereupon his/her bid and the acceptance thereof shall be null and void, and the City shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City of Jersey City. Any materials delivered prior to said execution of contract shall be at the Bidder's risk.

13. CERTIFICATE OF INSURANCE:

The Bidder shall also supply to the City, at the time the Contract is signed by the Bidder, a Certificate of Insurance in such amounts as described elsewhere in these Contract Documents, which will be maintained by the Bidder during the life of the contract. The City of Jersey City shall be named as an additional insured on the Certificate.

14. ESTIMATED QUANTITIES AND UNIT PRICES:

The Unit Price bid in each of the items included in the Bid Proposal shall cover all costs of whatever nature, incidental to the item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of bids. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Contractor shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

15. LUMP SUM PRICE:

The Lump Sum Price in the Proposal shall cover all costs of whatever nature, incident to and growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation, and all else necessary to perform and complete the maintenance work in the manner and within the time required, and all incidental expenses for unforeseen difficulties encountered for settlement of damages, and for replacement of defective work and materials.

16. CHANGES - EXTRA WORK:

The City, through its representative, may at any time desires changes in either the quantity or the quality of maintenance work to be performed or furnished. These changes may be such as to either increase quantities specified or may call for extra materials not contemplated in the original Schedule of Prices in the Bid Proposal.

When the extra services are of a kind not embraced in the Bid Proposal, The Contractor shall be furnished a written change order signed by the representative and approved by the Municipal Council. Said change order shall state the extra service to be supplied and amount to be paid therefore.

The price stated in this written change order representing the amount to be added to the contract amount shall be determined as follows:

- (1) By such applicable unit prices, if any as are set forth in the contract; or
- (2) If no such unit prices are set forth, then by a unit price mutually agreed upon by the City and the Contractor; or
- (3) If no such unit prices are so set forth, and if the parties cannot agree upon a unit price, then no condition of this contract shall prevent the City from seeking Bid proposals from other contractors.

The provisions herein shall not affect the power of the Contractor to act in the case of emergency. Under no circumstances shall the Contractor perform work in excess of the quantities delineated in the Bid Proposal without a written change order issued by the City's representative after receiving the approval of the Municipal Council. The City shall not be liable for any claims for work performed outside the Contract amounts unless so authorize by written change order.

It is understood and agreed to the Contractor that any delays necessary to institute a Change Order; approved by the City Council will not be a basis of a claim for additional compensation.

17. NO SUBSTITUTIONS:

Each bidder represents that his/her Bid is based upon the labor, hours, materials and equipment described in the contract documents.

18. RESPONSIBILITY FOR MATERIALS:

The Contractor assumes full responsibility for materials and equipment supplied and agrees to make no claim against the City of Jersey City for damages to such materials and equipment from any cause whatsoever.

19. LAWS, ORDINANCES & REGULATIONS

The successful Bidder must secure all insurances, licenses and pay any inspection fee in accordance with provisions as set forth in laws, ordinances, and regulations by all governmental agencies affecting the work at his/her own expense. The successful Bidder shall be solely responsible for any damage resulting from his/her neglect to obey all laws, regulations, rules, and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract.

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in his/her service, or which in any way affect his/her service. He /She shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order, or decree, whether by himself/herself or his/her employees.

20. PROVISION REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

21. INSURANCE:

The Contractor shall not commence nor perform services under this Contract until the required insurance has been obtained and such insurance has been approved by the City. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey, shall be taken out before any operations of the Contractor are commenced and shall be kept in effect until all operations shall be satisfactorily completed. “Claims made” insurance policies do not satisfy the insurance requirements under this Contract.

All of the Contractor’s insurance coverage shall contain a clause indemnifying and saving harmless the City and its agents from any and all liability of whatever nature arising from the work to be performed under the contract, including attorney’s fees and costs in connection with the defense of such claims. The certificate of Insurance furnished by the Contractor shall spell out specifically that the above indemnification is guaranteed by the policy. See also “Indemnity” Section 22 below. The City, its officers, custodians, agents, servants, and employees as their interest may appear, shall be named as an additional insured on said policies insofar as the work and obligations performed under the contract are concerned.

An endorsement covering the City shall be added to all policies. The endorsement shall read:

“The City of Jersey City, its officers, agents, custodians, servants, and employees shall be held harmless and indemnified against any act or omission or condition or claim arising out of and during the performance of the work under this contract.”

The above shall also specifically cover Automobile Insurance including owned vehicles, hired vehicles and other non-owned vehicles.

Types of Required Insurance

A. WORKER’S COMPENSATION INSURANCE:

The Contractor shall procure and maintain during the life of this Contract, Worker’s Compensation insurance as required by New Jersey law for all employees to be engaged in work under this Contract.

B. CONTRACTOR’S GENERAL LIABILITY INSURANCE AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and maintain during the life of this Contract, Contractor’s General Liability Insurance and Property Damage Insurance in the amount of \$5,000,000.00 per occurrence and \$10,000,000.00 aggregate with companies and in the form to be approved by the City. Said insurance shall provide coverage to the Contractor and the City, its officers, agents, servants, and employees as their interest may appear. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any or omission of the City, the Contractor or by anyone directly or indirectly employed by them.

C. AUTOMOBILE INSURANCE:

Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the contract in amount not less than \$1,000,000.00 on account of injury, death or property damage to one person and not less than \$2,000,000.00 on account of injury or death of two or more persons.

D. ADDITIONAL INSURED:

All policies required must include the City of Jersey City as an additional Insured.

E. EMPLOYEE DISHONESTY:

Blanket bond in the amount of \$500,000.

F. PROOF OF INSURANCE:

The Contractor shall furnish the City with insurance certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance policies. The insurance covered by the certificates will not be canceled or materially altered, and shall include an endorsement to the effect that the insurance company will give at least thirty(30) days written notice to the City of any modification or cancellation of any of the policies.

G. TIME TO PROVIDE PROOF OF INSURANCE:

The certificates of insurance containing all provisions as required by the City shall be provided to the City with the executed contract. Failure to provide proof of insurance prior to the execution of the contract will result in forfeiture of the bid security.

22. INDEMNITY

The Contractor agrees to indemnify, hold harmless and defend the City, its officers, custodians, agents, servants

and employees as their interests may appear, from any and all liability including claims demands, losses, costs, damages, and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the contractor, its custodians, officers, employees, agents or subcontractors. The contractor will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City, its officers, custodians, agents, servants, and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay judgment which may be obtained against the City, its officers, custodians, agents, servants, and employees as their interests may appear in such suit. In defending any suit, the Contractor shall not, without obtaining express written permission in advance from City's Corporation Counsel, raise any defense involving in any way the immunity of the City provisions of any statute respecting suit against the City.

The Contractor shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the City with the executed Contract.

23. TERM:

The term of this contract shall be for a one (1) year period (Base Term). The Bidder (hereinafter referred to as the "Bidder" or Contractor") shall agree to provide such services as specified herein to the City of Jersey City (hereinafter referred to as the "City") for such prices as indicated in its Proposal for the entire term of the Contract. The date that the Contractor shall begin providing services is dependent upon the date the Contract is awarded by the City's Municipal Council. The Municipal Council meets on the second and fourth Wednesdays of each month. The Contractor shall begin providing services on the first calendar day of the second month following the month in which the contract is awarded. On the last day of the contract term, for any post where the regular work shift concludes after 11:59 p.m., the Contractor Employees shall work until the end of the shift.

The City shall have the right to extend this Contract for up to two (2) additional one (1) year terms upon the same terms and conditions subject to the following: not later than thirty (30) days prior to the Expiration Date, the City will send a notice that it is extending the Base Term of this Contract, and the term of the Contract shall thereupon be extended for the Option Period on the same terms and conditions, subject only to the adjustment of charges as hereinafter provided.

24. WAGE AND BENEFITS:

City of Jersey City Ordinance 12-090, amending Chapter 3, Article VI, Section 3-51G of the City Code adopted July 18, 2012 (the "Ordinance"), attached hereto as **Appendix A**, requires that certain workers shall be paid not less than the standard hourly rate and shall not receive less than the standard benefits for the relevant covered classification. *Bidders should carefully review the Ordinance and its requirements.*

Under the Ordinance, the Contractor is required to pay its employees 150% of the federal minimum wage or the hourly rate of pay for work performed within the City under the collective bargaining agreement ("CBA") covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification under a preceding qualified contract, whichever is higher. The applicable collective bargaining agreement is attached hereto as **Appendix B**, and summary of the required wages and benefits is attached hereto as **Appendix C**¹.

¹ Appendix C was prepared as a summary of the Collective Bargaining Agreement and the Ordinance and is attached for convenience only. If the terms of Appendix C differ from the CBA or Ordinance, the terms of the CBA and/or Ordinance, as

In addition to the above, there shall be annual adjustments of the standard hourly rate of pay, benefits and paid leave during the term of the contract, as described in Section 25 below. The Contractor shall provide proof that its employees have been provided with the standard rate of pay, benefits and paid leave mandated hereunder. The Contractor shall also make a good faith effort to hire janitors who are residents of Jersey City. A "good faith" effort means that the Contractor will advertise in a local newspaper and seek and consider referrals from the Employee Register of the Jersey City Employment and Training Program list.

Pursuant to the Ordinance, "standard benefits" for janitors employed by the Contract pursuant to this solicitation include an hourly supplement furnished by the Contract in one of the following ways: 1) in the form of health benefits that cost the employer the entire required hourly supplemental amount; 2) by providing a portion of the supplement in the form of health benefits and the balance in cash; or 3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the monetary value of the benefits provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County (see wage, benefits and paid leave chart below). The janitors shall be provided health and major medical insurance approved by the N.J. Department of Banking and Insurance. The policy will begin no later than the sixtieth (60) day of work. The Contractor will attach a copy of the policy or certificate of insurance listing the benefits that are included. Since most group plans take 60 days for processing before billing and providing the benefits, the Contractor will not be reimbursed for those amounts during this time period.

All janitors will receive standard paid leave as required by the Ordinance as provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County (see wage, benefits and paid leave chart attached as Appendix C).

The sample hourly rates for supplemental benefits in the chart in Appendix C are for reference only, and should not be depended on for anything other than a 40 hour work week². As stated in the solicitation and pursuant to the Ordinance, the required hourly health benefit rate shall be equal to the monetary value of the health benefits provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County (see Appendix B for the collective bargaining agreement).

At the beginning of the contract term, the Contractor must submit to the City a list containing the names and hiring dates of all employees who will be providing janitorial services under the Contractor's contract with the City. The list shall be updated if the Contractor hires new employees in this category during the contract term.

The Contractor will include with its bid proposal a certification describing the manner in which the benefits mandated under the Ordinance will be provided under the Contract with the City. This certification (form attached) shall also include a statement by the Bidder that it will comply with the Ordinance.

applicable, control.

² For convenience, in Appendix C, the monthly monetary value of the health benefits provided by the collective bargaining agreement was converted to an hourly rate using an assumption of a 40-hour work week for all full-time employees. However, the hours in this contract may be different. Vendors will have to determine the hourly rate for health benefits to ensure that it is consistent with the monthly monetary value of the supplemental benefits provided by the collective bargaining agreement.

25. ADJUSTMENT OF COMPENSATION:

At the end of the first twelve months of the contract and for each twelve month period thereafter including any option period exercised by the City, the Contractor's compensation shall be increased in the following way: The annually adjusted hourly rate of pay and benefits shall be the previous hourly rate of pay and benefits increased by the annual percentage difference between the current New York Metropolitan Area Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for same month of the previous year, or the hourly rate of pay and benefits for work performed within the City under the current collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, whichever is higher. Adjustments to paid leave shall be made as provided under the Ordinance.

The Contractor shall pay and provide the same to its employees hereunder and shall comply with all the terms and provisions of the Bid in connection therewith. At the commencement of the Option Period, if any, the Contractor shall submit to the City its plan for each year's compliance with the Bid.

26. LABOR PEACE LANGUAGE

The smooth and continuous operation of janitorial services is important to the healthful, sanitary and effective operations of the City. The City therefore has a proprietary interest in ensuring that the janitorial services for which it contracts are not disrupted or interrupted.

Accordingly, the Contractor shall present assurances acceptable to the City that it has the ability to continue operations during extreme weather conditions.

The Contractor shall be liable to the City for any damages suffered by the City due to the Contractor's failure to provide uninterrupted services.

The Contractor shall commit to entering into a labor peace agreement with a union that represents or is seeking to represent its employees performing services under the contract with the City. A labor peace agreement is a collective bargaining agreement or other written agreement with a labor organization which contains a provision prohibiting the labor organization, and its members, for the duration of such agreement from engaging in any picketing, strikes, work stoppages, boycotts, or any other interference with, or disruptions to, operations and services otherwise performed pursuant to the Contractor's obligations under this contract.

In the event no union represents or seeks to represent the employees employed under this Contract, the Contractor's requirement to secure a Labor Peace Agreement shall be effective only upon written notice from a labor organization indicating that it is seeking to represent the employees of the Contractor or subcontractor who are performing work pursuant to the contractor's obligations to the City.

If, after a good faith effort, the Contractor and the labor organization representing, or seeking to represent its employees are unable to reach agreement on the terms of a Labor Peace Agreement, either side may request final and binding arbitration. If the parties cannot promptly agree upon an arbitrator, either party may request a panel of arbitrators from the American Arbitration Association, all of whom shall be members of the National Academy of Arbitrators. Each party shall strike one member of the panel and the remaining Arbitrator shall, after hearing from the parties, fashion the terms of a Labor Peace Agreement similar to those occurring in the private sector that provides means to expeditiously and without labor disruption resolve disputes concerning union representation of only the employees performing work pursuant to the

Contractor's obligations to the City. The Contractor fulfills its obligations under this provision upon agreeing to enter into the Labor Peace Agreement as fashioned by the Arbitrator.

Any Contractor subject to the requirements of this provision shall ensure that any subcontractor it retains pursuant to fulfilling its obligations to the City shall be subject to the same obligation to secure a Labor Peace Agreement for the performance of such obligations.

To lessen the administrative burden on the City, a Contractor, any tier of subcontractor, or labor organization representing, or seeking to represent, the employees of such Contractor or subcontractor shall have a private right of action in any court of competent jurisdiction to enforce the terms of this provision.

27. METHOD OF PAYMENT

1. In consideration of the faithful performance by the Contractor of its agreement hereunder, during the term of this Contract the City covenants and agrees to pay the contractor in accordance with the Contractor's fees quoted on the Bid Proposal form.
2. Pursuant to the terms herein, the Contractor agrees to provide the Business Administrator or his authorized designee a complete written invoice monthly for all services provided to the City.
3. Invoices for payments shall be submitted on the Contractor's standard invoice form previously approved by the Business Administrator or his authorized designee. In addition, each invoice shall reference the City's purchase order number supplied by the Director of Purchasing at the time of Contract award.
4. The Contractor will submit documentation each month with the invoices of all full-time and part-time employees receiving the statutorily required wage and benefit rates provided by Chapter 3, Article VI, Section 3-51G of the Jersey City Municipal Code.
5. The Contractor shall make written reports to the City which shall indicate the names of the Custodians at each location whether full-time or part-time, the number of hours worked of each day (including starting time and ending time) and a log of all investigations and complaints or incidents. A copy of the daily logs shall be submitted to each billing period.
6. The Contractor will provide written weekly inspection reports at a minimum of three (3) per location of each shift on varied days and times stating the dates and times of the supervisor's visit and findings at the locations with a signature and an comments from the custodians to be submitted with each request for payment.
7. In addition to the Contractor's invoice, the Contractor shall execute a Partial Payment Voucher supplied to the City, for each application for payment.
8. The acceptance by the Contractor of any partial payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this payment and for every act and negligence of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Surety from any obligation under this contract.

9. The Contractor will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to satisfy this schedule shall not entitle the contractor to interest charges, penalties or any other type of escalation of the invoiced amount.
10. Request for payments to the Contractor shall be submitted for approval by the City Council after the Business Administrator or his authorized designee verifies the Information submitted by the Contractor and executes the partial payment voucher. Payments can only be made after approval by the City Council.

28. AVAILABILITY OF FUNDS

The award of any Contract pursuant to these specifications shall in all cases be subject to the availability of funds duly appropriated for these purposes. Any Contract as awarded shall immediately cease to be in effect at such time as funds cease to be available for these purposes.

29. TERMINATION FOR CONVENIENCE

During the term of the Contract, the Business Administrator shall have the right to terminate the Contract for convenience, in whole or in part, by giving 30 days' written notice prior to the effective date of termination. If the Contract is terminated by the Business Administrator as provided herein, the Contractor shall be paid for all obligations incurred and services rendered to the date of termination.

30. TERMINATION FOR CAUSE

In the event the performance by the Contractor of the services provided under this agreement is unsatisfactory to the City, the City agrees to notify the Contractor in writing and the Contractor agrees to within five (5) calendar days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within five (5) calendar days of notice being given, the City shall at its sole option be entitled to terminate this agreement immediately. The Contractor shall not be entitled to any compensation for service subsequent to receiving notice of termination from the City.

31. DISPUTES

The City and Contractor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both or extra work or claims for additional compensation or claims for alleged breach of Contract the parties agree to follow the procedures set forth below:

1. All such disputes shall be reported to the Business Administrator or his authorized designee, within Forty- Eight (48) hours of its commencement of such dispute. Contractor shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute. The documentation shall include but not be limited to location, payroll records, name of custodian, duty and hours, as well copy of the Janitorial log book for the location.

Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is not continuing character and notice of the claim is not given within Forty-Eight (48) hours of its commencement, the claim will be considered only for the period commencing Forty-Eight (48) hours prior to the receipt by the City of notice thereof.

2. Each decision by the Business Administrator will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
3. If the Contractor does not agree with any decision of the Business Administrator, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest; however, the Contractor may exclude any disputed claim from the final release.
4. In the event of disputes involving non-monetary issues, the Business Administrator's decision shall be final. The Business Administrator may conduct such fact finding as he deems necessary in order to resolve the dispute.

CERTIFICATION OF BIDDER COMPLIANCE WITH SECTION 3-51G OF THE MUNICIPAL CODE MANDATING HOURLY RATES OF PAY, VACATION BENEFITS & HEALTH INSURANCE BENEFITS FOR EMPLOYEES:

This contract is subject to Chapter 3, Article VI, Section 3-51G and Section 3-51.3 of the City Code. Copies of Section 3-51G and Section 3-51.3 of the City Code are attached. All employees of the Contractor shall receive no less than statutorily required wage and benefits rates provided therein.

Pursuant to Chapter 3, Article VI, Section 3-51G of the City Code, all employees providing janitorial services including custodians employed by the Bidder pursuant to this solicitation shall receive an hourly supplement furnished by the Bidder in one of the following ways: 1) in the form of health benefits that cost the employer the entire required hourly supplemental amount; 2) by providing a portion of the supplement in the form of health benefits and the balance in cash; or 3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the monetary value of the benefits provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County (see wage, benefits and paid leave chart below).

All employees providing janitorial services including custodians will receive standard paid leave as required by City Code Chapter 3, Article VI, Section 3-51G (see wage, benefits and paid leave chart below).

The Contractor shall retain for a 90-day transitional employment period all employees who were employed by the terminated contractor and its subcontractors at the building(s) covered by the predecessor's terminated contract.

During the transitional employment period, if the City finds that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, then per the City's finding and with written consent from the City, the successor contractor may undertake a layoff process, and shall retain employees by seniority within job classification. The successor contractor shall maintain a preferential hiring list of those employees not retained, if any, from which the successor contractor or its subcontractors shall hire additional employees. Except for such layoffs, during the 90-day transition period, the successor contractor shall not discharge without cause an employee retained pursuant to this section. Neither bidders nor the successor contractor have the ability to alter the scope of work, number of personnel or hours required at each location as per the within Bid Form, without prior written consent of the City.

At the end of the 90-day transition employment period, the successor contractor shall perform a written performance evaluation for each employee retained pursuant to this section. If employee's performance during such 90-day period is satisfactory, the successor contractor or subcontractor shall offer the employee continued employment under the terms and conditions established by the successor contractor or subcontractor or as required by law.

The Contractor providing Janitorial Services shall also make a good faith effort to hire persons who are residents of Jersey City, women and minorities. (Please see the attached copy of Section 3-51G for all information).

All bidders are required to attach this certification a statement describing how the Bidder will provide the employee benefits required under Section 3-51G.

The Bidder awarded the contract for this project shall keep **Certified** copies of payroll records for each employee performing any work under the contract showing that it has complied with the provisions of Section 3-51G. The records shall be kept for two years from the date of the final payment.

During the term of the contract, the records shall be available during normal business hours for inspection by the City Business Administrator or his designee. A Contractor's non-compliance with Section 3-51G will be considered a material breach of contract which if not cured within ten business days of notice by the City will be grounds to terminate the contract.

In signing this document, Contractor certifies that it will comply with Section 3-51G. Compliance with this ordinance is a condition of acceptable performance under the contract. Failure to comply with the terms of the ordinance shall be grounds for terminating the contract.

Name of Vendor:

By: _____

Title: _____

Witness

SCHEDULE OF SUBMITTALS BY BIDDER

<u>SUBMITTAL ITEM</u>	<u>TIME OF SUBMISSION</u>	<u>CONSEQUENCES OF NON COMPLIANCE</u>
1. Bidder's Acknowledgement of Addendum	With Bid Proposal	Bid Rejected
2. Bid Proposal	Time and Date of Bid Reception	Bid Rejected
3. Certification of Experience of Contractor	With Bid Proposal	Bid Rejected
4. Equipment Questionnaire Certification	With Bid Proposal	Bid Rejected
5. Insurance Certificates	Prior to Execution of Contract by the City	Forfeiture of Bid Security
6. Non- Collusion Affidavit	With Bid Proposal or within 24 hours of Bid Reception	Bid May Be Rejected
7. Statement of Corporate Ownership	With Bid Proposal	Bid Rejected
8. Form MWB-3; Minority/Women Business Compliance Plan	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
9. Exhibit A: Mandatory Equal Employment Opportunity Language	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
10. Bid Guarantee	With Bid Proposal	Bill Rejected
11. New Jersey Business Registration Certificate	With Bid Proposal or prior to the Contract award	Bid May Be Rejected
12. Execution of Contract Agreement	Within 10 days of City Notice of Contract Award	Forfeiture of Bid Security
13. Material Certifications (if applicable)	Prior to delivery to site	Removal of Unapproved Materials or Default of Contract
14. Certification of Compliance with Section 3-51G of the Municipal Code	Prior to Execution of Contract by the City	Forfeiture of Bid Security
15. Claims for Extra Cost	Within 48 Hours of Instructions from City's Designee	Denial of Claim

The Contractor shall provide all submittals required under this contract whether or not listed above.

JANITORIAL BID SPECIFICATIONS –SCOPE OF WORK

SITE INSPECTION

A PRE-BID MEETING WILL BE HELD AT 394 CENTRAL AVENUE, 2ND FLOOR, JERSEY CITY, NJ AT 10:00A.M. ON May 19, 2015. A SITE INSPECTION MAY BE CONDUCTED AFTER THE PRE-BID MEETING.

SUPERVISION

CONTINUAL ROUTINE SUPERVISION IS REQUIRED. A CREW SUPERVISOR MUST BE REVIEWED WEEKLY BY MANAGEMENT. A CREW SUPERVISOR WILL BE AT DESIGNATED SITES.

CREW SUPERVISOR:

1. WILL BE RESPONSIBLE FOR EACH BUILDING.
2. WILL BE THOROUGHLY FAMILIAR WITH THE SPECIFICATIONS FOR CLEANING EACH BUILDING.
3. WILL BE FAMILIAR WITH AND RESPONSIBLE FOR THE IMPLEMENTATION OF YOUR EMPLOYEE MOTIVATION PROGRAM.
4. WILL IMPLEMENT CITY'S REQUESTS AND RESOLVE ANY PROBLEM. WILL COMMUNICATE DAILY WITH THE DIVISION OF BUILDINGS & STREET MAINTENANCE DIRECTOR AND KEEP A WRITTEN SITE COMMUNICATION LOG.
5. WILL SUPERVISE THE LABOR FORCE AND CHECK EACH BUILDING NIGHTLY.
6. WILL REPORT DIRECTLY TO THE CONTRACT AREA MANAGER.
7. WILL KEEP UP TO DATE ON THE NEW PRODUCTS AND TECHNIQUES.
8. WILL BE RESPONSIBLE FOR KEEPING AN ACCURATE INVENTORY OF ALL SUPPLIES AT EACH SITE.

****COMMUNICATIONS***

A DAILY LOG BOOK WILL BE PLACED IN EACH FACILITY TO EXPEDITE ROUTINE REQUESTS AND CORRECT DAY-TO-DAY PROBLEMS

"WEEKDAY HOURS"

ALL GENERAL CLEANING OPERATIONS WILL BE COMPLETED DURING THE NORMAL WORKING HOURS OF 8:00 A.M. TO 9:00 P.M. ALL FLOOR CARE OPERATIONS ARE REQUIRED TO BE ACCOMPLISHED BETWEEN THE HOURS OF 4:00 P.M. AND 9:00 P.M. SCHEDULING FOR FLOOR CARE IS TO BE ARRANGED BY THE CONTRACTOR AT LEAST (ONE) 1 WEEK IN ADVANCE TO ASSURE ACCESSIBILITY TO THE SPACES:

TRASH WILL BE COLLECTED CURBSIDE TWICE PER WEEK AND RECYCLABLE MATERIALS WILL BE COLLECTED ONCE PER WEEK. THE CONTRACTOR MUST PLACE THE TRASH AND RECYCLABLES CURBSIDE AT THE END OF ITS SHIFT THE DAY BEFORE COLLECTION DAY.

BELOW ARE THE SOLID WASTE AND RECYCLING COLLECTION SCHEDULES FOR ALL DISTRICTS PRECINCTS.

DISTRICT	ADDRESS	SOLID WASTE COLLECTION DAYS	RECYCLING COLLECTION DAYS
NORTH	282 CENTRAL AVE	MONDAY & TUESDAY	WEDNESDAY
SOUTH	191 BERGEN AVENUE	WEDNESDAY & SATURDAY	TUESDAY
EAST	207 7 th STREET	TUESDAY & FRIDAY	FRIDAY
WEST	564 COMMUNIPAW	TUESDAY & FRIDAY	MONDAY
POLICE HEADQUARTERS	1 JOURNAL SQUARE	TUESDAY & FRIDAY	FRIDAY
JUVENILE	139 CATOR AVE.	TUESDAY & FRIDAY	MONDAY

THERE ARE SIX (6) SITES THAT REMAIN OPEN DURING THE WEEKEND AND HOLIDAYS (SEE ATTACHED HOLIDAY LIST) THAT REQUIRE AN INDIVIDUAL TO ONLY REMOVE TRASH AND ENSURE THE CLEANLINESS OF THE RESTROOMS AS STATED IN THE SPECIFICATION FOR LAVATORY CLEANING.

THE SIX (6) SITES ARE AS FOLLOWS:

1. NORTH DISTRICT
2. SOUTH DISTRICT
3. EAST DISTRICT
4. WEST DISTRICT
5. JUVENILE BUREAU
6. PUBLIC SAFETY COMMUNICATION CENTER

SECURITY

ALL OF THE CONTRACTOR'S EMPLOYEES WHO WILL BE ASSIGNED TO THE CITY'S CONTRACT MUST PASS THE APPROPRIATE BUREAU OF CRIMINAL INVESTIGATIONS (BCI) CHECKS. AT PRESENT, THE FEE FOR THIS BACKGROUND CHECK IS \$60.25 PER EMPLOYEE, ONLY POST OFFICE MONEY ORDER, TO BE PAID AT B.C.I. WHEN FINGERPRINTED. THESE BACKGROUND CHECKS TAKE FOUR TO SIX WEEKS TO BE PROCESSED. THE CITY WILL PERFORM THE BCI CHECKS BUT THE COST WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR'S EMPLOYEES WILL BE REQUIRED AT ALL TIMES TO WEAR A PROPER PHOTO IDENTIFICATION BADGE IN A VISIBLE PLACE. THE BADGE MUST HAVE A CLEAR PHOTO OF THE CONTRACTOR'S EMPLOYEE WITH HIS/HER NAME, AND THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE CONTRACTOR.

MATERIALS AND EQUIPMENT

THE BUILDING SERVICE CONTRACTOR SHALL PROVIDE ALL SUPPLIES AND MAINTAIN ALL EQUIPMENT AND TOOLS FOR THE PERFORMANCE OF THE AFOREMENTIONED SERVICES, UNLESS OTHERWISE SPECIFIED. THE SERVICE CONTRACTOR MUST ONLY USE (GREEN) CLEANING PRODUCTS. ALL LIQUID CLEANING PRODUCTS SHOULD BE GREEN SEALED CERTIFIED, ECOLOGO, EPA STANDARDS, OR USDA APPROVED. THE CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS SHALL PROVIDE OR PAY FOR ALL HAND TOWELS, HAND SOAP, TOILET PAPER, SANITARY NAPKINS AND PLASTIC BAGS, UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR WILL BE RESPONSIBLE FOR PICKING UP AND SIGNING FOR THE SUPPLIES NEEDED TO PERFORM ITS DUTIES AT THE DIVISION OF BUILDINGS AND STREET MAINTENANCE GARAGE AT THE PUBLIC WORK COMPOUND AT 575 ROUTE 440, JERSEY CITY, NEW JERSEY 07305, OR AT THE NEW DPW LOCATION AT 13-15 EAST LINDEN AVE., JERSEY CITY, NJ. THE CONTRACTOR SHALL KEEP ALL EQUIPMENT IN GOOD CONDITION AND COMPLY WITH OSHA REQUIREMENTS, FOR EXAMPLE: BUCKETS, PAILS, MOPS, BROOMS, ETC.

RECYCLING

THE CONTRACTOR MUST OBSERVE ALL APPLICABLE RECYCLING LAWS. THE CITY CURRENTLY REQUIRES ALL RECYCLING MATERIALS TO BE DIVIDED IN TWO WAYS. ONE FORM CONSISTS OF THE COMBINATION OF PAPER AND CARDBOARD MATERIAL AND THE OTHER ACCEPTABLE MATERIAL IS A COMBINATION OF GLASS AND PLASTIC BOTTLES. RECYCLING BINS WILL BE PROVIDED BY THE CITY. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE PICK UP OF RECYCLING MATERIAL AS ILLUSTRATED IN THE SCHEDULE PROVIDED.

INFECTIOUS DISEASE/BODILY FLUID CLEAN-UP (CERTIFIED)

THE CONTRACTOR WILL BE RESPONSIBLE FOR TRAINING ITS EMPLOYEES ON THE PROPER CERTIFIED CLEAN UP AND DISPOSAL OF INFECTIOUS (HIV AND HEPATITIS B VIRUSES) BODILY FLUIDS AND BLOOD BORNE PATHOGENS IN ALL JCPD DISTRICTS AND POLICE VEHICLES. THE CONTRACTOR MUST ALSO PROVIDE APPROPRIATE HOME TELEPHONE NUMBERS AND PAGER NUMBERS TO ENABLE THE CITY TO CONTACT A SUPERVISOR DURING THE OFF HOURS TO RESPOND TO THE SPILL WITHIN A ONE (1) HOUR PERIOD. THE CONTRACTOR WILL PROVIDE THE DISPOSABLE KITS AND MUST ENSURE THAT THERE IS ALWAYS AT LEAST TWO (2) KITS AVAILABLE AT EACH SITE'S STORAGE SPACE. A COPY OF THE PERSONNEL'S CERTIFICATION WILL BE PROVIDED TO THE CITY OF JERSEY CITY.

UNUSUAL OCCURRENCE

FEES ARE BASED ON NORMAL TRAFFIC AND DIRT THAT OCCUR IN CITY FACILITIES, WHEN THERE IS AN UNUSUAL OCCURRENCE, SUCH AS, CONSTRUCTION, FLOOD, FIRE, ETC., IT MAY BE NECESSARY TO EXPAND CLEANING HOURS. THESE ADDITIONAL CLEANING HOURS WILL BE CHARGED AT THE RATE BID IN THE PROPOSAL FOR ADDITIONAL SERVICES/HOURS.

DURATION OF CONTRACT

THE CONTRACT WILL BE FOR A PERIOD OF ONE (1) YEAR. THE CITY SHALL HAVE THE RIGHT TO RENEW THE CONTRACT FOR UP TO TWO (2) ADDITIONAL ONE-YEAR PERIODS.

BUILDING CONDITIONS

THE CONTRACTOR IS REQUIRED TO THOROUGHLY CLEAN THE BUILDING TO MEET CONDITIONS AND SPECIFICATIONS PROVIDED, DURING THE FIRST MONTH AND MAINTAIN THE BUILDING TO THESE STANDARDS FOR THE DURATION OF THE CONTRACT.

[SCOPE OF WORK CONTINUED ON NEXT PAGE]

GENERAL CLEANING	DAILY	WEEKLY	MONTHLY
1. EMPTY BASKETS & OTHER RECEPTACLES & PLACE IN SEALED PLASTIC BAGS.	Twice		
2. REMOVE RUBBISH TO PRE-DESIGNATED AREA	X		
3. EMPTY & DAMP WIPE ALL ASHTRAYS THAT ARE IN DESIGNATED SMOKING AREAS	X		
4. SANITIZE ALL DRINKING FOUNTAINS & POLISH BRIGHT WORK.	X		
5. CLEAN ENTRY DOOR GLASS & WIPE METAL TRIM	X		
6. CLEAN ALL ELEVATOR BRIGHT WORK		X	
7. DUST OFFICE FURNITURE, WINDOW SILLS & ALL OTHER SURFACES UP TO 72 INCHES HIGH		X	
8. CLEAN HIGH VENTS & DUST HIGH MOLDING			X
9. DUST ALL VENETIAN BLINDS			X
10. REMOVE FINGER MARKS FROM DOORS & DOOR FRAMES	X		
11. LEAVE ON DESIGNATED LIGHTS & SECURE DOORS	X		
12. MAINTAIN JANITOR'S CLOSETS & CLEAN RELATED EQUIPMENT	X		

[SCOPE OF WORK CONTINUED ON NEXT PAGE]

LAVATORY CLEANING	DAILY	WEEKLY	MONTHLY
1. EMPTY & DAMP WIPE THE INTERIOR & EXTERIOR OF WASTE RECEPTACLES	X		
2. CLEAN & DISINFECT TOILETS, URINALS & SINKS WITH A BATHROOM DISINFECTANT	X		
3. CLEAN MIRRORS	X		
4. POLISH BRIGHT WORK ON SINKS & FLUSHOMETERS		X	
5. CLEAN & DISINFECT FLOORS	X		
6. POWER SCRUB ALL FLOORING			X
7. SPOT CLEAN WALLS & STALL PARTITIONS	X		
8. DAMP WIPE ALL TILE SURFACES	X		
9. REMOVE FINGER MARKS FROM DOORS & FRAMES	X		
10. CLEAN ALL CEILING VENTS			X
11. CLEAN & REPLENISH LAVATORY DISPENSERS FROM CLIENT'S STOCK	X		

HARD FLOOR CARE	DAILY	WEEKLY	MONTHLY
1. SWEEP AND/OR DUST MOP FLOORING	X		
2. SWEEP STAIRWELLS & LANDINGS	X		
2a. WIPE HANDRAILS	X		
3. WET MOP STAIRWELLS & LANDINGS	X		
4. WET MOP ALL CORRIDORS & HALLWAYS	X		
5. SPRAY-BUFF ENTRY VESTIBULE & ALL PUBLIC TILE & TERRAZZO HALLWAYS			X
6. STRIP & WAX FLOOR			Quarterly

SOFT FLOOR	DAILY	WEEKLY
1. REMOVE ALL EMBEDDED SOIL & DIRT FROM CARPETED AREAS WITH A COMMERCIAL BEATER BAR VACUUM	X	
2. PICK UP PAPER CLIPS, STAPLES & OTHER METALLIC ITEMS WHICH CAN BE REMOVED MAGNETICALLY	X	
3. VACUUM HARD TO REACH AREAS, CORNERS, EDGED, UNDER DESKS, ETC. WITH A CREVICE TOOL		X

CARPET CARE (In Common Areas Only)	DAILY	WEEKLY	MONTHLY
1. SPOT CLEANING: REMOVE STAINS & SPOTS, TO GIVE A GENERAL CLEAN APPEARANCE AND APPROVED SHAMPOO IS MANUALLY APPLIED TO SMALL STAINS & RINSED UNTIL THE STAINS ARE REASONABLY CLEAN. IN CASE OF EXTREMELY DIRTY CARPETING, SPOT CLEANING WILL NOT BE ADEQUATE. *ENTIRE CARPET SHAMPOOED*	X		2X/YEAR

WINDOW CLEANING	DAILY	WEEKLY	MONTHLY
1. WASH ALL INTERIOR PERIMETER GLASS		X	
2. WASH ALL INTERIOR GLASS PARTITIONS		X	

FABRIC CARE	DAILY	WEEKLY	MONTHLY
1. VACUUM UPHOLSTERED FURNITURE			EVERY 6 MONTHS
2. UPHOLSTERY CLEANING OF CHAIRS, SOFAS, DRY OR WET PROCESS			EVERY 6 MONTHS

MISCELLANEOUS SERVICES	DAILY	WEEKLY	MONTHLY
1. REPLACE BURNED OUT LIGHT BULBS FROM CUSTOMERS SUPPLY			AS NEEDED
2. WIPE CLEAN FLUORESCENT FIXTURE COVERS WHEN REPLACING BULBS.			AS NEEDED
3. WASH AND POLISH OFFICE FURNITURE			X
4. CLEAN STEPS OR WALKWAYS OF DEBRIS & BIRD DROPPINGS	X		
5. SWEEP SURROUNDINGS SIDEWALK AREA FREE OF VEGETATION & DEBRIS	X		
6. SWEEP OR POWER VACUUM PARKING LOT & CLEAN OF DEBRIS		X	
7. REPLACE BOTTLED WATER EMPTIES & WIPE CLEAN & EMPTY TRAYS	X		
8. DELIVER COPY PAPER FOR WHERE NEEDED	X		

BID PROPOSAL DOCUMENTS

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE LABELED ON BOTH SIDES WITH THE PROJECT TITLE

TITLE: JANITORIAL SERVICES

TO THE CITY OF JERSEY CITY

IN COMPLIANCE WITH YOUR INVITATION FOR BIDS DATED _____,

2015, WE THE _____

UNDERSIGNED _____

HEREBY DECLARE THAT WE HAVE CAREFULLY EXAMINED THE PROJECT SITES AND ALL OTHER MATTERS PERTAINING TO THE PROPOSED WORK; AND THAT WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO COMPLETE THE WORK IN FULL ACCORDANCE WITH THE CONTRACT DOCUMENTS AT THE TOTAL BID PRICE: _____.

Bidder acknowledges receipt of the following addendum (if any):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

*List of Prices

*Grand Total Bid Price

*Certificates of Experience of Contractor

*Equipment Questionnaire of Contractor

Non-Collusion Affidavit

* Statement of Corporate Ownership

Form MWB-3 - Minority/Women Business Compliance Plan (3 Forms)

Exhibit A: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10.5-31 et seq.)

(N.J.A.C. 17:27) Goods, Services and Professional Contracts **must be signed.**

New Jersey Business Registration Certificates of Contractor.

*Bid Bond/Guarantee

*Written acknowledgment of addendum (if issued), pursuant to N.J.S.A. 420A: 11-23.2 (e).

Failure to include the bid documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the bid at the time of the bid reception.

BID FORM

The City of Jersey City reserves the right to make the Contract award on a lump sum basis or to make partial contract awards based on lowest unit prices. All scope of work referenced in these bid specifications must be included in the below bid amount prices. All labor hours and personnel requirements must be bid exactly as indicated in this Bid Form. Any bids which have altered labor hours, personnel requirements, material or equipment, as indicated in this Bid Form, shall be rejected. Rates shall include healthcare and related benefits (at the amounts required by Chapter 3, Article VI, Section 3-51G of the City Code), training and any other costs, and Vendor must demonstrate such cost breakdown by completion of Appendix D.

TABLE A

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
1. CITY HALL 280 GROVE ST. 98 OFFICES, & 14 BATHROOMS	4	YES	YES	96,790	<u>Mon - Fri</u> 3 FULL-TIME EMPLOYEES HOURS 7AM-3PM	\$
2. NORTH DISTRICT 284 CENTRAL AVE. 12 OFFICES, 4 BATHROOMS , 1 CLASSROOM, & 1 LOCKER ROOM	4	NO	YES	4946	<u>Mon-Fri</u> 1 FULL-TIME EMPLOYEE HOURS 8AM-12PM (North Dist.)	\$
3. JOSEPH CONNORS SENIOR CENTER 28 PATERSON ST.	3	NO	YES	9570	SAME EMPLOYEE AS ABOVE 1PM- 4PM	\$

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
4. SOUTH DISTRICT 191 BERGEN AVE. 6 OFFICES, 4 BATHROOMS, & 1 LOCKER ROOM	2	YES	YES	6536	<u>Mon-Fri</u> 1 FULL TIME EMPLOYEE HOURS 8AM-12PM (SOUTH DIST)	\$
5. MAUREEN COLLIER MEMORIAL SENIOR CITIZEN 355 BERGEN AVE. 1 OFFICE, 2 BATHROOMS, 1 GAME ROOM, 1 ARTS & CRAFT ROOM, 1 MULTI-PURPOSE ROOM, & 1 KITCHEN	1	YES	YES	9570	SAME EMPLOYEE AS ABOVE 1PM-4PM	\$
6. EAST DISTRICT 207 7TH STREET 13 OFFICES, 5 BATHROOMS, & 1 LOCKER ROOM	4	NO	YES	11,605	<u>Mon-Fri</u> 1 FULL TIME EMPLOYEE HOURS 8AM- 12PM (EAST DISTRICT)	\$
7. FIRE HEADQUARTERS 465 MARIN BLVD. 18 OFFICES, 1 CAFETERIA, & 1 CONFERENCE ROOM	2	YES	YES	21,868	SAME EMPLOYEE AS ABOVE 1PM-4PM (FIRE HEADQARTERS)	\$

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
8. NEW WEST DISTRICT PRECINCT BUILDING SITE LOCATED 76 CLINTON AVE. 9 OFFICES, 11 BATHROOMS, & 13 LOCKERS	3	YES	YES	29,000	<u>Mon - Fri</u> 1 FULL-TIME 7AM-3PM	\$
9. MUNICIPAL COURT & VIOLATIONS 365 SUMMIT AVE. 38 OFFICES, 13 BATHROOMS, 6 COURTROOMS, 3 STORAGE AREAS, 2 LOCKER ROOMS, 5 HOLDING CELLS WITH COMMODES, 1 ATRIUM, & 1 LUNCH ROOM	3	YES	YES	75,000	<u>Mon - Fri</u> 2 FULL-TIME EMPLOYEES HOURS 7AM-3PM	\$
10. CAVEN POINT RECREATION FACILITY 1 CHAPEL AVE. 5 OFFICES, & 6 BATHROOMS	2	YES	YES	10,488	<u>Mon - Fri</u> 1 PART-TIME EMPLOYEE HOURS 8AM-12PM	\$

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
11. 1 JOURNAL SQUARE 15 BATHROOMS	2 (3 & 4)	NO	NO	25,700	<u>Mon- Fri</u> 1 FULL-TIME EMPLOYEES HOURS 8AM-4PM	\$
12. HUB (Commerce Division) 360 M.L.K. DR. 1 OFFICE, & 1 BATHROOM	1	NO	YES	1200	<u>Mon - Fri</u> 1 FULL-TIME EMPLOYEE HOURS 8AM- 10:30AM	\$
13. PUBLIC SAFETY DIRECTOR 365 1 OFFICE & 1 BATHROOM	1	NO	YES	800	SAME EMPLOYEE AS ABOVE 10:30- 11:30AM	\$
14. JUVENILE BUREAU 130 CATOR AVE. 4 OFFICES, & 3 BATHROOMS	2	NO	YES	2150	SAME EMPLOYEE AS ABOVE 12:30PM-2PM	\$
15. 100 CORNELISON AVE. 3 TRAILERS, 2 BATHROOMS, & 1 LOCKER ROOM	1	YES	YES	3,000	SAME EMPLOYEE AS ABOVE HOUR 2PM-4PM	\$

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
<p>16. PUBLIC SAFETY COMMUNICATION CENTER 73-85 BISHOP STREET (LEED CERTIFIED BUILDING)</p> <p>12 OFFICES, 2 BATHROOMS, 2 LOCKER ROOMS, & 1 CONFERENCE ROOM</p> <p><u>2ND FLOOR</u> 15 OFFICES, 2 BATHROOMS, 2 LOCKER ROOMS, & 1 LARGE DISPATCH ROOM</p>	2	YES	YES	25,500	<p><u>Mon - Fri</u> 1 PART-TIME EMPLOYEE HOURS 7AM-11AM</p> <p>1 FULL-TIME EMPLOYEE HOURS 12PM-8PM WEEKEND HOURS SAT. & SUN 8AM-10AM</p>	\$
<p>17. PURCHASING OFFICE 394 CENTRAL AVE.</p> <p>1 OFFICE 2 BATHROOMS</p>	1	NO	NO	2,600	<p><u>Mon - Fri</u> 1 PART-TIME (2 HOURS)</p>	
<p>18. HEALTH AND HUMAN SERVICES 199 SUMMIT AVE.</p> <p>24 OFFICES 22 BATHROOMS</p>	1	YES (NOT ON CAMPUS)	NO	28,000	<p><u>MON - FRI</u> 2 FULL-TIME 1 EMPLOYEE 7AM-3PM 1 EMPLOYEE 8AM-4PM</p>	

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
19. MUNICIPAL SERVICES COMPLEX (NEW DPW COMPLEX; LEED CERTIFIED BUILDING) 13-15 E. LINDEN AVE. 33 OFFICES, 21 BATHROOMS, & 4 LOCKER ROOMS	3	YES	YES	120,706	<u>Mon - Fri</u> 3 FULL-TIME 1 FULL-TIME 7AM-3PM 2 FULL-TIME 8AM-4PM	\$
20. LIBERTY STORAGE BUILDING 13-15 E. LINDEN AVE. 3 BATHROOMS	2	NO	YES (entrance)	1st Floor 500 2nd Floor 5,000	<u>Mon - Fri</u> 1 FULL-TIME EMPLOYEE 7AM-3PM	\$

SITE LISTED BELOW ARE FOR DESIGNATED FLOOR CARE ONLY

STRIP & WAX QUARTERLY

BUFF FLOORS BI-WEEKLY

SHAMPOO CARPETS SEMI-ANNUALLY

LOCATION:	FLOOR CARE: SQUARE FOOTAGE	COST:
21. 140 MARTIN LUTHER KING DR.	26350	\$
22. PERSHING FIELD	2600	\$
23. 715 SUMMIT AVENUE	9520	\$

A. BID PRICE TABLE A (ITEMS 1-23) \$ _____

TABLE B

LOCATION	Pay Unit	Example*	Unit Price	Extended Amount (Unit Prices x Example)
24. BLOOD CLEAN-UP AT JCPD DISTRICTS & JCPD VEHICLES SEE *INFECTIOUS DISEASE/BODILY FLUID CLEAN-UP (CERTIFIED)*	Hour	75 Hours		
25. MISCELLANEOUS WHEN NEEDED CLEANING HOURLY/INDOOR & OUTDOOR	Hour	50 Hours		
26. MISCELLANEOUS LOCATIONS WHEN NEEDED FLOOR CARE/STRIP/WAX	Sq. Ft.	50,000		
27. MISCELLANEOUS LOCATIONS WHEN NEEDED SHAMPOO CARPETS	Sq. Ft.	50,000		

*Example is only for purposes of evaluating prices in this bid specification and does not reflect actual quantities, which cannot be determined at this time.

B. BID PRICE TABLE B (EXTENDED AMOUNT ITEMS 24- 27) \$ _____

BID FORM CONTINUED

GRAND TOTAL BID PRICE: (TABLE A + TABLE B) =

\$ _____

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications Total Bid of:

(Total Bid Amount for Janitorial Services Written Words)

This contract will be awarded to the lowest responsible bidder(s) based upon either the Grand Total Price or unit prices for each item (if awarded to multiple Bidders). The City reserves the right to exercise an option to award to multiple responsive and responsible bidders on a per unit basis if in the best interest of the City.

The contract will be awarded based on the Grand Total Bid Price or based on Unit Prices. Bid prices must be submitted for each individual location. The City reserves the right to award each location separately or in combination as may be in the best interest of the City. In addition, the City reserves the right to delete individual locations after receipt of bids and the City has the right to delete individual locations during the term of the contract.

All bid quotations must be typewritten on in ink. Pencil quotations will automatically render the bid informal.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the Bidder whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the Bidder must accept the contract renewal. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half- percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

BID GUARANTEE

Attach herewith is a :(Check one)

- Certified Check
- Cashier's Check
- (bid bond)

In the amount of \$ _____ representing 10% of the total amount bid, but not Exceeding \$20,000.00.

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

Each bid shall be accompanied by a certified check, cashier's check or bid bond in the amount of not less than 10% of the total amount bid proposal, but in no case need the certified check, cashier's check or bid bond or any combination thereof, exceed \$20,000.00 and shall be not less than \$500.00. No cash will be accepted. The bidder's bond shall be made by a surety company qualified to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute the Bid Bond on behalf of the surety company. Include with the bond such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

(An individual)
The undersigned is (a corporation) under the laws
(a partnership)

Of the State of _____ having offices

At _____.

Signed _____

Name _____

Title _____

Company _____

Address _____

Phone (____) _____

Fax (____) _____

(Seal if Bid by a Corporation)

CERTIFICATE OF EXPERIENCE

The Bidder must supply a document which will indicate his/her experience in performing the required work under this project. This document shall be attached to this proposal and along with this certificate, shall be signed by bidder.

Information to be included on this document shall consist of at least the following:

_____ Hereby certifies that _____ has

Performed the following work within the past three (3) years:

Name of Owner	Amount of Contract	Type of Work	Owner's Representative in charge of Work	Approximate Dates

Name of Bidder

Witness

By

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____

Signature

Name of above: _____

Print

Title: _____

Date: _____

Attachments to Proposal:

The bidder is required to submit the following detailed evidence that he has a competent organization which has constructed work similar in amount, value, cost and character, and has sufficient equipment available for the execution of the Contract.

The following attachments shall be submitted by the Bidder and are hereby made part of this proposal:

- *1. A sworn statement of work performed during the last three (3) years. (See attached form entitled "Certificate of Experience").
- *2. A sworn Equipment Certification for use on this project. (See attached form entitled "Equipment Certification").
3. Affidavit of Non-Collusion. (See attached form entitled "Non-Collusion Affidavit").
- *4. Statement of Corporate Ownership. (See attached Stockholder Disclosure form).
5. Form MWB-3; Minority/Women Business Compliance Plan.
- *6. Bid Guarantee (See attached form).

Failure to include the bid documents listed immediately above that are marked with an asterisk will result in the automatic rejection of the bid at the time of the bid reception.

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

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

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor 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.

EXHIBIT A (Continuation)

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

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

In conforming with the 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (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 subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018

February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Sample Certificate of Employee Information Report

VOID

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed includes has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.3 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT LEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/treasury/contract/compliance/pdf/aa302r11v.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY _____ 2. TYPE OF BUSINESS
 1. MFG 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER _____ 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY _____

4. COMPANY NAME _____

5. STREET _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATED) _____ CITY _____ STATE _____ ZIP CODE _____

7. CHECK ONE IF THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ _____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT _____

10. PUBLIC AGENCY AWARDED CONTRACT _____
 CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

Official Use Only

DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN LEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
 1. Visual Survey 2. Employment Record 3. Other (Specify) _____

13. DATES OF PAYROLL PERIOD USED
 From: _____ To: _____

14. IS THIS THE FIRST Employee Information Report Submitted?
 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED
 MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) _____ SIGNATURE _____ TITLE _____ DATE MO. DAY YEAR _____

17. ADDRESS NO. & STREET _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____ PHONE (AREA CODE NO. EXTENSION) _____

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE**. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail"

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE), TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11

Print Form



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program**

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
 1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)			

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

**NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT**



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

**NEW INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Not Applicable.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET	CITY	COUNTY	STATE	ZIP CODE
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5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
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7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
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I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:
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INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

CERTIFICATE NO. _____
 NAME OF FACILITY: _____
 DATES OF PAYROLL PERIOD USED: FROM _____ TO _____

Street _____ City _____ County _____ State _____ Zip Code _____

JOB CATEGORIES	MALE					FEMALE					
	Total	Black	Hispanic	AM Indian	Asian	Total	Black	Hispanic	AM Indian	Asian	Non-Min.
OFFICIALS & MANAGERS											
PROFESSIONALS											
TECHNICIANS											
SALES WORKERS											
OFFICE & CLERICAL											
CRAFTWORKERS											
OPERATIVES											
LABORERS											
SERVICE WORKERS											
TOTAL											

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type) _____ SIGNATURE _____
 LAST FIRST MI DATE SUBMITTED _____

ADDRESS (NO. & STREET) _____ (CITY) _____ (STATE) _____ (ZIP) _____
 PHONE (AREA CODE, NO., EXTENSION) _____

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Print: _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ Date: _____

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name : _____

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No. : _____

Contact Name: _____

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

“New Jersey Business Registration Requirements” For Goods, Professional Service and General Service Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

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

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND GAMING SERVICE CONTRACTORS**

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION NUMBER: 97-047-882800	SEQUENCE NUMBER: 89972
ADDRESS: 1500 N. 1ST ST TRENTON, NJ 08611	ISSUANCE DATE: 02/14/04

Jed S. Early

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	247 ROBINSON AVE TRENTON, NJ 08611
Certificate Number:	1053907
Date of Issuance:	October 14, 2004
For-Office Use Only:	20041014112023623

CITY CODE :

LIVING WAGE ORDINANCE

- [2] All City-owned diesel vehicles not so converted shall be operated using B5 to the greatest extent practicable.
- [3] The City shall make reasonable efforts to procure, produce, or otherwise acquire blends of B20 of greater as necessary for the operation of converted City-owned vehicles and B5 for the operation of non-converted city vehicles.

G. Bid specifications; minimum hourly pay, benefits and paid leave for contractor employees. All purchases, contracts or agreements which require public advertisement for bids under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., shall contain a specification which mandates that certain employees of certain entities entering into qualified contracts with the City shall be paid a standard hourly rate of pay and provided paid leave and standard benefits in accordance with the following minimum standards and conditions [Amended 7-18-2012 by Ord. No. 12-090]:

- (1) All employees employed either full time or part time by an entity that has entered into a qualified contract with the City or a contract to furnish janitorial, unarmed security, clerical or food services for any property or premises owned or leased by the City, shall be provided with standard paid leave.
- (2) Those employees employed either full time or part time by an entity that has entered into a qualified contract with the City, who qualify under this subsection, shall receive an hourly rate of pay of no less than the standard hourly rate of pay for the relevant classification for each full hour of work performed under that contract, and shall receive no less than the standard benefits for the relevant classifications. The contract shall provide for annual adjustments of the standard hourly rate of pay, benefits and paid leave during the term of the contract. The provisions of this subsection shall apply to all part-time and full-time entity employees performing work exclusively for the City under the entity's qualified contract with the City and exclusively on property either owned or controlled by the City.
- (3) Every contract to furnish janitorial or unarmed security services for any property or premises owned or leased by the City shall contain a provision indicating the number of hours of work required, and stating the standard hourly rate of pay and benefits for the relevant classification that are applicable to the workers employed in the performance of the contract and shall contain a stipulation that those workers shall be paid not less than the standard hourly rate for the relevant classifications and shall receive no less than the standard benefits for the relevant classifications. The contract shall provide for annual adjustments of the standard hourly rate of pay, benefits and paid leave during the term of the contract. The entity contracting to furnish janitorial or security services shall provide proof that its employees have been provided with the standard rate of pay, benefits and paid leave mandated hereunder. A contracting entity performing janitorial or security services shall also make a good faith effort to hire persons, as janitors or security guards, who are residents of Jersey City. A "good faith" effort means that the Qualified Contractor will advertise in a local newspaper and seek and consider referrals from the Employee Register of the Jersey City Employment and Training Program list. A contracting entity's failure to follow the requirements of this subparagraph may result in termination of the contract.
- (4) Remedy. Violation of these provisions shall constitute a breach of contract by the contractor or subcontractor, and such provisions shall be considered to be a contract for the benefit of the

building service workers upon which such workers shall have the right to maintain action for the difference between the hourly rate of pay, benefits and paid leave and the hourly rate of pay, benefits and paid leave actually received by them.

- (5) For purposes of this section, the word "full time" shall mean those employees who work a minimum of 25 hours per week exclusively under a qualified contract with the City, excluding meal periods; the word "part time" shall mean those employees who work less than 25 hours per week.
- (6) For purposes of this section, the words "employee" and "employment" shall include only those employees of an entity that have entered into a qualified contract with the City and who work exclusively under that contract in the job categories of clerical workers, food service workers, janitorial workers and unarmed security guards.
- (7) For purposes of this section, the words "qualified contract" shall mean only those contracts awarded by the City, requiring advertisement for bids, under the Local Public Contracts Law, N.J.S.A. 40A:1-1 et seq.
- (8) For purposes of this section, the word "entity" shall mean any person, partnership, corporation or other form of legally recognized business organization that submits a bid or enters into a qualified contract with the City under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
- (9) For the purposes of this section, "standard paid leave" shall mean paid leave as provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees, employed within Hudson County in the relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification. If there is no such collective bargaining agreement the following provision shall apply. Those employees employed full time by an entity that has entered into a qualified contract with the City or a contract to furnish janitorial or security services for any property or premises owned or leased by the City, who qualify under this subsection, shall accrue at least five (5) days of paid vacation for the first six (6) months of continuous employment and an additional five (5) days for the second six (6) months of continuous employment under the same contract.
- (10) For the purposes of this section, "leased by the City" means any agreement whereby a contracting agency contracts for, or leases or rents, commercial office space or commercial office facilities of 10,000 square feet or more from a non-governmental entity provided the City, whether through a single agreement or multiple agreements, leases or rents no less than fifty-one percent (51%) of the total square footage of the building to which the lease applies.
- (11) For the purposes of this section, the "standard hourly rate of pay" shall be 150% of the federal minimum wage, or the hourly rate of pay for work performed within the City under the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the

collective bargaining agreement covers no less than two hundred (200) employees in the classification, or the hourly rate paid to workers in the relevant classification under a preceding qualified contract, whichever is higher.

(12) For the purposes of this section, "standard benefits" shall be an hourly supplement furnished by a contractor to an employee in one of the following ways: 1) in the form of health benefits that cost the employer the entire required hourly supplemental amount to provide; 2) by providing a portion of the supplement in the form of health benefits and the balance in cash; or 3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the monetary value of the benefits provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification. If there is no such collective bargaining agreement "standard benefits" shall be an additional hourly rate of \$3.10 provided as a supplement to cover health benefits.

(13) For the purposes of this section, "relevant classification" shall mean food service worker for food service workers, clerical workers, janitors and security guards.

(14) For the purpose of this section, "health benefits" shall not include workers compensation insurance, nor shall it include the value of any benefit for which an employee is eligible but for which no payment is actually made by a contractor to the employee or to any other party on the employee's behalf because the employee either does not actually utilize or does not elect to receive the benefit for any reason.

(15) For the purposes of this section, the annual adjustments of the hourly rate of pay and benefits shall be made in the following way: The annually adjusted hourly rate of pay shall be the previous hourly rate of pay increased by the annual percentage difference between the current New York Metropolitan Area Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for same month of the previous year, or the hourly rate of pay for work performed within the City under the current collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification, whichever is higher. The benefit rate shall be annually adjusted accordingly.

(16) The provisions of this section shall apply to all contracts awarded, renewed, modified or extended after the date of enactment of this section. However, to provide an orderly transition for implementation of this section, the City may, after the date of enactment of this section, enter into short-term extensions of extant contracts, so that the extended contract extends no more than ninety (90) days beyond the date of enactment of this section. Such short-term extensions may be exempted from the requirements of this section at the discretion of the City.

H. The Division of Purchasing and Central Services shall approve printing requests of all city departments for new and current forms.

Minimum hourly pay, leave and benefits for workers on city contracts and in property or premises owned or leased by the city.

The legislation makes changes to existing law:

1. **Covered workers:** covers same workers as existing law: janitorial, security, food services, clerical workers on contracts with the city and in property or premises owned or leased by the city.
2. **Requires leave, pay and benefits provided under the largest collective bargaining agreement covering at least 200 workers under the relevant classification in Hudson County.¹**
3. **If no such collective bargaining agreement exists, requires the following:**
 - a. **Pay:** 150% of federal minimum wage (\$10.88/hr). This is \$.38 more than current law requires for janitorial and security contracts and \$.38 more than current law requires for clerical and food service workers.
 - b. **Benefits:** maintains benefit supplement required under current law for janitors and security workers (\$3.10/hr). This may be discharged through paying a cash supplement, providing benefits costing \$3.10/hr to provide, or a combination of benefits and cash with a total value of \$3.10/hr. This is an improvement on the existing \$2,000 a year provided for health benefits for full time clerical and food services workers.
 - c. **Leave:** maintains exactly the same leave requirement under existing law (full time workers accrue 5 days for first 6 months of employment and 5 days for next 6 months of employment)
4. **Provides for annual adjustments of value of pay and benefits based on largest Collective Bargaining Agreement covering at least 200 workers under the relevant classification in Hudson County or, if no such Collective Bargaining Agreement exists, based on increase in Consumer Price Index.**

Minimum hourly pay, leave and benefits for janitorial and security workers on development projects receiving public subsidies

1. **Sets baseline standards the city must require in agreements to provide economic development subsidies over a defined threshold.**

¹ 32BJ's New Jersey Contractors Agreement covers more than 200 workers in Hudson County. The hourly wage rate is \$14.15. The benefit supplement is \$4.20. There is no Collective Bargaining Agreement covering more than 200 security guards in Hudson County.



2012 New Jersey Contractors Agreement

This agreement is between SEIU Local 32BJ (hereinafter “the Union”) and the undersigned cleaning contractor (hereinafter “the Employer”).

Article 1. Recognition

- 1.1 This agreement shall apply to all service employees employed in any facility in the State of New Jersey excluding commercial office buildings under 100,000 square feet, except that economic terms and conditions for residential buildings, hospitals, department stores, schools, charitable, educational and religious institutions, race tracks, nursing homes, theaters, hotels, shopping malls, golf courses, bowling alleys, warehouses, route work, bank branches and industrial facilities shall be set forth in riders negotiated for each location covered by this agreement.
- 1.2 The Employer shall be bound by the applicable area-wide agreements for all work performed within and subject to the scope of those agreements for all areas within the Union’s jurisdiction, including the following agreements and successor agreements thereto: (a) 2011 Pittsburgh Central Business District Contractors Agreement, (b) 2011 Suburban Pittsburgh Contractors Agreement, (c) 2011 Washington Service Contractors Agreement, (d) the 2012 Independent Contractors Agreement (or its RAB counterpart), (e) the 2012 Long Island Contractors Agreement, (f) the 2012 Hudson Valley and Fairfield County Contractors Agreement, (g) the 2012 Hartford Contractor’s Agreement, (h) the 2012 Connecticut Contractors Agreement, (i) the 2011 Philadelphia BOLR and Contractors Agreement, (j) the 2011 Philadelphia Suburban Contractors Agreement, and (k) the 2012 Delaware Contractors Agreement
- 1.3 Route work is all work performed by the Employer other than in facilities where the Employer contracts directly with the owner and/or agent. Transit terminals and complexes of contiguous commonly owned commercial buildings of 100,000 or more square feet, shall be subject to the terms of this Agreement.

- 1.4 If the Employer takes over jobs subject to rider agreements, it shall assume and be bound by the remaining terms of any such Rider agreements between the Union and the predecessor Employer. Such Rider Agreements shall be supplied in advance to the Contractors who bid on the work.
- 1.5 The Union is recognized as the exclusive collective bargaining representative for all classifications of service employees within the bargaining unit defined above. It is the parties' intention that "service employees" as used in this Agreement is intended to cover the classifications and employees covered under the Independent Contractors Agreement.
- 1.6 Upon the execution of this Agreement, the Employer will provide the Union with a list of all its accounts/locations subject to the Agreement where it provides services. Upon the Union's written request, except where prohibited by law, the Employer will provide the Union in writing the name, address, job classification, social security number, hours of work, and present wage rate of each employee assigned to each account/location. The Employer shall monthly notify the Union in writing of the name, Social Security number and home address, wage rate, and job assignment and shift of each new employee engaged by the Employer. The Employer shall also monthly notify the Union in writing of all changes in employees' work status, including increases or decreases in working hours, changes in wage rates and or work locations and terminations or separations, and change in status from temporary to permanent, where applicable.
- 1.7 Immediately upon notification that the Employer has become a service provider at a new location subject to this Agreement, the Employer shall notify the Union in writing, sent by facsimile to the Union, at its main offices, of the new location and the date on which it is to commence performing work at that location.
- 1.8 The Employer will not impede, and the Union shall have the right of, access to its employees at the work-site. The Union will not disrupt the employees' work and shall provide reasonable notice. The Union and the Employer will develop procedures to provide for Union access appropriate for work sites with special security requirements.

- 1.9 The Employer (and its agents) will not take any action or make any statements that will state or imply opposition to the employees selecting the Union as their collective bargaining agent. Where required by law, upon the Union's demonstration that a majority of employees at a location (or contiguous grouping of locations) or at any other appropriate grouping of locations at the Union's option, have designated the Union as their collective bargaining representative by signing authorization cards or petitions, the Employer shall recognize the Union as the exclusive collective bargaining representative for that location or locations.
- 1.10 The Employer shall recognize a Union Steward selected by the Union for each building/location and each shift at a building/location that has at least 10 employees.

Article 2. Union Security and Check-off

- 2.1 It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the 31st day following the date this Article applies to their work-location or their employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.
- 2.2 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, he or she shall be discharged within 15 days of the letter if prior thereto he or she does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within 10 days after written notice of the determination has been given to the Employer.
- 2.3 The Employer shall be responsible for all revenue lost by the Union by reason of any failure to discharge an employee who is not a member of the Union, if the Union has so requested in writing. In

cases involving removal of employees for non-payment of the requirements of this Article, the Arbitrator shall have the authority to assess liquidated damages.

- 2.4 The Union shall have the right to inspect the Employer's payroll records to determine the employees of the Employer who are covered by this Agreement.
- 2.5 The Employer agrees to deduct monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions, from the wages of an employee, when authorized by the employee in writing in accordance with applicable law. The Union will furnish to the Employer the necessary authorization forms.
- 2.6 If the Employer fails to deduct or remit to the Union the dues or other monies in accordance with this section by the twentieth (20th) day of the month, the Employer shall pay interest on such dues, initiation fees, or contributions at the rate of one percent per month beginning on the twenty-first (21st) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.
- 2.7 If an employee does not revoke his or her dues check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

Article 3: Discharge and Discipline

- 3.1 Employees shall not be discharged, suspended or otherwise disciplined by the Employer without just cause after a sixty (60) day trial or probationary period.
- 3.2 The Employer shall give any employee discharged or disciplined a written statement of the grounds for the discharge or discipline within a reasonable period of time not to exceed ten (10) working days after the discharge or discipline. The Employer shall provide the Union with a copy of any such statement at the same time.

Article 4. Grievance/Arbitration

- 4.1 All disputes or differences involving the interpretation or application of this agreement that arise between the Employer and the Union shall be resolved as provided in this Article, except where otherwise provided in this Agreement.
- 4.2 All grievances, except a grievance involving basic wage violations including contributions to employee benefit funds, dues and initiation fees, and American Dream Fund remittals shall be brought within forty-five (45) calendar days after the Union or the Employer, as the case may be, has knowledge or should have had knowledge of the dispute, unless the parties agree to an extension, or the Arbitrator finds one should be granted for good cause shown.
- 4.3 Employer and Union representatives may hold a Step 2 meeting on unresolved grievances within thirty (30) days of the grievance except by mutual consent.
- 4.4 All grievances not resolved through the grievance procedure shall be subject to arbitration before the Office of the Contract Arbitrator as provided for and under the terms of Article VI of the 2012 RAB Contractors Agreement, which are incorporated herein. All hearings shall be held in New Jersey unless otherwise agreed to by the Employer and the Union.

Article 5. Contractor Transition

- 5.1.1 When taking over or acquiring an account/location covered by this Agreement, the Employer is required to retain the incumbent employees and to maintain the same number of employees (and their hours) as were employed at the account/location by the predecessor employer, provided that the staffing level does not exceed the level in effect ninety (90) days prior to the takeover, except where there were increases in the staffing levels during that period resulting from customer requirements. Any employer who adds employees to any job in anticipation of being terminated from that job shall be required to place the added employees on its payroll permanently. These employees shall not replace any regular employees already on the payroll of that employer. The Employer may not reduce the staffing

level on takeover of the account/location unless the Employer can demonstrate an appreciable decrease in the work to be done.

- 5.2 Employees retained by the employer shall be given credit for length of service with the predecessor employer(s) for all purposes including but not limited to seniority and vacation entitlement, and completion of the trial period. Employees retained on takeover shall not have their rates of pay, hours worked or other terms and conditions reduced.
- 5.3 The Employer shall be required to notify immediately in writing the Union as soon as the Employer receives written cancellation of an account/location. Within two business days of such cancellation notice, the Employer shall provide to the Union a list of all employees at the account/location, their wage rates, the number of hours worked, the dates of hire, the number of sick days, the number of holidays, benefit contributions made for employees, and vacation benefits.
- 5.4 Failure of the Employer to notify the Union as required in 5.3, coupled with the successor employer's failure to recognize the Union and to maintain the terms and conditions of this agreement, will require the Employer to pay liquidated damages to the affected employees equal to two months wages.
- 5.5 When an Employer bids on work covered by this Agreement, the Union will provide in a timely manner to all invited bidders, upon their written request, the information described in the 5.3 above. Inaccuracies in the information provided by the incumbent Employer shall not excuse any obligations under this agreement of the Employer acquiring the account/location.
- 5.6 The Employer shall provide the Union within five (5) business days of taking over the account/location the names of employees at the account/location, their rates of pay, hours and other benefits provided at the account/location. When a job location changes from one cleaning contractor to another, the signatory company or companies shall pay their respective pro-rata vacation payments based upon the proportion of the calendar year each cleaned the facility, account or job. For example, if a contractor cleaned a facility up to July 31st, that contractor would be responsible to pay seven-twelfths (7/12) of the

remaining unpaid vacations and the new contractor would be obligated to pay five twelfths (5/12) of the remaining unpaid vacations for that year. The leaving contractor shall pay its share of the accrued vacation to any affected employees within 14 days of its last day at the job location.

- 5.7 No later than seven (7) days after relinquishing the job location to the new contractor, the leaving contractor shall provide the Union with a list of all the employees, their scheduled hours, their scheduled vacation, personal and sick days, if any, for the year, and an itemization of how much of this time off has been taken and/or paid for. Failure to provide this list to the Union within seven (7) days of relinquishing the facility shall obligate the leaving contractor to pay affected employees the balance of the year's paid time off.

Article 6. Seniority and Bumping

- 6.1 After completion of the probationary period, an employee shall attain seniority as of his/her date of employment. Seniority of an employee shall be based upon total length of service with the Employer or in the location, whichever is greater. Location shall be defined as the building or buildings located in the same complex covered by the same contract between the Employer and the managing agent or owner.
- 6.2 In the event of a layoff due to a reduction in force, the inverse order of classification seniority, where applicable, shall be followed. Classifications shall not be based on the hours that employees work. In the event of bumping, there shall be no more than one bump. For layoffs within a building, seniority shall be based upon total length of service in the building.
- 6.3 In the event of a layoff or reduction in force, after the lay-off or reduction from the location (as defined in 6.1), or in the case of a layoff due to the loss of a building to a non-union employer ninety (90) days after the lay-off, employees with eighteen (18) months seniority may bump the least senior employee within their classification within the County, or if there is more than one contractual wage progression within the County, within the portion of

the County sharing the same wage progression, within which they were employed.

- 6.4 Seniority shall continue to accrue while an employee is on leave of absence for less than six months, or for up to one year for employees laid off or covered by a workers compensation claim.
- 6.5 Seniority rights are lost if any employee quits, is discharged for cause, fails to report or communicate within five (5) days after notice of recall or is otherwise terminated or laid-off or covered by a workers compensation claim for more than twelve months.
- 6.6 Seniority shall prevail for the assignment of vacation selections. Overtime shall be offered to all employees in rotation by seniority. Nothing in this provision is intended to prevent the Employer from offering extra hours to part-time employees rather than to full time employees where the latter would receive overtime pay for those hours.
- 6.7 There shall be no transfer of employees from one location to another without the Union's consent.
- 6.8 Employees laid-off shall have recall rights for up to six months to open positions in locations within the County within which they were employed when laid-off.

Article 7. Workload/Reductions

- 7.1 No employee shall be assigned an unreasonable workload.
- 7.2 The Employer shall not reduce the workforce assigned to any location either through attrition or lay-off without bargaining with the Union first, such bargaining to take place on an expedited basis.

Article 8. Prior Better Terms and Conditions

- 8.1 At any location where the Employer is currently maintaining terms and conditions that are more favorable to employees (or some of them) than those provided for in this Agreement for that location,

those terms and conditions shall continue to apply to the affected employees unless the Union and the Employer otherwise provide.

- 8.2 All rider agreements currently in effect whose terms extend beyond December 31, 2011, shall remain in effect, except that fund contributions provided for in any such rider shall be made on the dates provided for in the Rider but at the rates in effect on those dates as provided for in this Agreement.
- 8.3 The Employer shall assume and be bound by any rider agreement upon assuming operations at the account or location to which the rider agreement applies.

Article 9. Picket Line/No Strike Clause

- 9.1 No employee covered by this Agreement shall be required to pass lawful primary picket lines established in an authorized strike, including picket lines established by Local 32BJ pursuant to an authorized strike at another job location. The Employer may not permanently replace or discipline any employee because he or she refuses to pass such a picket line.
- 9.2 There shall be no lockouts, and no strikes except that the Union may call a strike or work stoppage (a) after forty-eight hours notice where the Employer has violated Article 1 of this agreement, (b) where the Employer fails to comply with an Arbitrator's Award within three weeks after the Employer's receipt of the award, or (c) after forty-eight hours notice where the Employer has failed provide the Union with information or notices required by Article 5 above.
- 9.3 The Employer shall provide staffing information to the Union upon its request for any job which it currently services within five (5) business days of the request. If such information is not provided, the Union shall have the right to engage in a work stoppage until such information is supplied.

Article 10. Leaves of Absence

- 10.1 Employees may request up to sixty (60) days Personal or Emergency Leave if they have at least twelve (12) months' seniority. The

employee must request Personal Leave in writing thirty (30) days prior to the date of the requested leave. The Employer shall not unreasonably withhold approval of such leave providing that the leave is compatible with the proper operation of the location. Emergency Leave may be requested on an emergency basis, provided that upon the employee's return to work the employer may request documentation of the emergency. No employee shall be entitled to a personal leave of absence more than once in a twelve (12) month period, unless otherwise required by law.

10.2 Employers shall provide employees with leaves of absence for union related activities, where practicable, provided that such leave shall not be unreasonably denied. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time.

10.3 The Employer will comply with the provisions of applicable state and federal Family Leave laws regardless of the number of employees employed at any location or by the Employer.

10.4 Upon written application to the Employer, employees shall be entitled to a leave of absence for illness or injury not to exceed six months. For workers compensation related injuries the statutory notice of claim/injury shall be deemed to satisfy the written application requirement. When such employee is physically and mentally able to resume work, that employee shall on one week's prior written notice to the Employer be then re-employed without loss of seniority.

10.5

- a) The Employer may hire a temporary employee to replace a worker on an approved disability leave of absence or unpaid leave of absence where such leave is scheduled for more than four (4) calendar weeks if the union has been notified in advance of the LOA/ DLOA and the name of the replacement employee. In such circumstances, the employer may pay the replacement worker 90% of the rate which the employee on leave was receiving for up to twenty six (26) calendar work weeks.

- b) Replacement employees who work during a total of more than 26 work weeks in a calendar year shall receive the regular rate for all hours worked after the first 26 work weeks.
- c) Replacement employees shall have preference in consideration for permanent vacancies. All other provisions of the Agreement shall apply to the replacement employee.
- d) If the Employer violates this provision by failing to provide notice to the Union as required in “a” above or by paying the 90% rate beyond the time limit in “a” above, then the Employer shall pay the replacement worker 100% of the salary of the worker he is replacing from the first day of his employment.

Article 11. Vacations

11.1 Employees shall accrue vacation with pay in accordance with the following schedule:

Seniority	Vacation with Pay
6 months	3 days
1 Year	1 week
2 Years	2 weeks
5 years	3 weeks
15 years	4 weeks
25 years	5 weeks

Vacation Calculation

11.2 The vacation pay shall be computed at straight hourly pay and shall be based on the number of working hours of the regularly scheduled workweek of each employee.

- (a) An employee must work 65% of their scheduled working hours exclusive of approved time off due to workers’ compensation of documented illness in order to receive any vacation benefits.

- (b) The day for determination of vacation entitlement is December 31st.
- (c) The Employer reserves the right to allocate vacation during the period from January 1st to December 31st. Any requests for vacation shall be scheduled at the Employer's reasonable discretion subject to the terms of this Article.
- (d) Length of employment for the purpose of the foregoing vacation schedule shall be computed on the basis of the amount of vacation that an employee would be entitled to on December 31st in the year in which the vacation is given. The vacation year shall be January 1st to December 31st.
- (e) If an employee desires to take his or her vacation before April 1st, said employee must make a request in writing thirty (30) days prior to the first day of the vacation requested. This request must receive official approval of the Service Manager in writing to the employee.
- (f) Employees discharged for the cause shall not be entitled to vacation accrual. Any employee who leaves his position of his own accord, without two (2) weeks prior written notice, shall not be entitled to vacation accrual.
- (g) All employees entitled to vacation periods must take the time. No one will be permitted to work during his or her vacation unless the Employer agrees otherwise.
- (h) Choice of vacation periods shall be according to seniority. Employees, by seniority, are required to choose their vacation dates prior to March 15th. Failure to provide the Employer with specific dates as of March 15th will result in the employee being dropped to the bottom of the seniority list for vacation period determination.
- (i) Transition Period. Calendar year 2012 shall be the start of the transition from the previous vacation accrual system based on employees' anniversary date to an accrual system based on January 1st of the calendar year. The transition will occur first with new

employees hired during 2012 and begin for current employees during 2013.

- i) Calendar Year 2012. New employees hired between January 1, 2012 and June 30, 2012 shall be eligible to take their accrued vacation leave, if any, during the period July 1, 2012 and December 31, 2012. New employees hired between July 1, 2012 and December 31, 2012, shall be entitled to their accrued vacation leave, if any, during the calendar year 2013, to be scheduled under this section. All current employees (hired prior to January 1, 2012) shall remain under the existing vacation accrual system during 2012.
- ii) Calendar Year 2013. Effective January 1, 2013, all current employees (hired prior to January 1, 2012) shall take their vacation entitlement for 2013 (as determined based on the eligibility date of December 31, 2013) during 2013, irrespective of when during that period their anniversary date falls.

11.3 Vacation pay shall be paid in advance of the vacation period and be based on the employee's regularly scheduled straight time hours in the eight (8) weeks immediately preceding the vacation period.

11.4 If the Employer fails to pay in accordance with Article 11.3 when the vacation has been regularly scheduled with approved written notice, the Employer shall pay an additional two (2) days for each vacation week due at that time.

Article 12. Sick Days

12.1 Commencing with an employee's twelfth month of employment, all employees shall receive a minimum of four paid sick days per calendar year except in an employee's first year of employment when he/she shall be entitled to a pro-rated number of sick days for the time between the first day of his /her sixth month of employment to the end of the calendar year. Sick leave not used by the end of the year shall not be carried over to the following year.

Article 13. Bereavement Pay and Jury Duty

- 13.1 In the event of a death in the employee's immediate family (parent, spouse, child, brother or sister, grandparents or domestic partner) the employee shall receive the next three succeeding days off from the date of death and shall be paid for any time lost from his regular schedule as a result of such absence. To be eligible for funeral leave for a domestic partner, the employee must have a civil union certificate from a state in the U.S. or province in Canada where same gender civil unions are valid.
- 13.2 In the event of a death in the employees' spouse's family (mother-in-law, father-in-law, sister-in-law, brother-in-law) the employee shall receive one day off for the purpose of attending the funeral and shall be paid lost time due to such absence.
- 13.3 An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified and/or that the employee attended the funeral.
- 13.4 An employee who has completed his probationary period and who is required to report to court to answer a jury summons or serve as a juror on days he is regularly scheduled to work will be reimbursed the difference between the amount he receives for jury service and his regular pay. Jury Duty pay shall be limited to two weeks in any year. No employee may be required to work on a day he has jury duty.
- 13.5 An employee may be required to submit proof of jury duty and/or proof that the employee attended jury duty and/or was paid for said service.

Article 14. Health Insurance

- 14.1 The Employer shall make contributions to a health trust fund, known as the "Building Service 32BJ Health Fund" payable when and how the Trustees determine, to cover employees covered by this Agreement who work at least twenty-seven and one-half (27 ½) hours weekly, and their eligible dependents, with such health benefits as may be determined by the Trustees of the Health Fund. The Employer shall contribute at the following monthly rates:

- (a) Effective January 1, 2012, the Employer shall contribute to the Fund \$649 per month for each regular full-time employee.
- (b) Effective January 1, 2013, the Employer shall contribute to the Fund \$706 per month for each regular full-time employee.
- (c) Effective January 1, 2014, the Employer shall contribute to the Fund \$767 per month for each regular full-time employee.
- (d) Effective January 1, 2015, the Employer shall contribute to the Fund \$832 per month for each regular full-time employee.

14.2 For all other employees, the Employer shall make monthly contributions to the Health Fund, payable when and how the Trustees determine, to cover such employees and their eligible dependents with such health benefits as may be determined by the Trustees of the Health Fund. For such employees, the Employer shall contribute at the following monthly rates:

- (a) In the City of Newark and Hudson , Essex (excluding the City of Newark), Somerset , Hunterdon, Middlesex, Monmouth, Morris, Passaic, Union, Bergen and Mercer Counties the Employer shall contribute to the Fund at the following rates:

Effective January 1, 2012 \$78.00 per month per employee

14.3 Effective January 1, 2012, where the Employer, a signatory to this Agreement, employs window cleaners, the Employer shall make health fund contributions for all full-time window cleaners at the rate for full-time employees, in accordance with the rates set forth above in Article 14.1.

14.4 At all locations at which the Employer is currently contributing to the Building Service 32BJ Health Fund for the “Preferred Tri-State Plan of Benefits,” the Employer shall make contributions for full-time

employees at the following monthly rate: effective January 1, 2012, \$944. The Employer shall contribute for all new employees assigned to such locations after January 1, 2012, as otherwise provided for above in Article 14. This article 14.4 shall become ineffective and deleted from the NJCA as of July 1, 2012.

- 14.5 Regular full-time employees shall be defined as those employees regularly employed 27 and one-half hours or more per week.
- 14.6 Employees who are on workers compensation or who are receiving short term disability benefits shall be covered by the Service Employees Local 32BJ Health Fund until they may be covered by Medicare or six (6) months from the date of disability, whichever is earlier
- 14.7 If during the term of this Agreement, the Trustees of the Building Service 32BJ Health Fund find the payment provided herein is insufficient to maintain benefits, and adequate reserves for such benefits, they shall require the parties to increase the amounts needed to maintain such benefits and reserves. In the event the Trustees are unable to reach agreement on the amount required to maintain benefits and reserves, the matter shall be referred to arbitration pursuant to the deadlock provisions of the Agreement and Declaration of Trust.
- 14.8 If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage, and the parties shall negotiate such change as may be required by law.

Article 14A. Pension Benefits

- 14A.1 From January 1, 2012 until January 31, 2012, the Employer shall continue to contribute to the Building Service Local 32BJ Pension Fund, for the "Program C" plan of pension benefits under the same terms, at the same rate (\$11.50 per week) and for the same categories of employees (employees in Newark and the Waterfront working 27 and ½ hours per week or more) as it contributed in December 2011. Effective, February 1, 2012, the Employer shall contribute to the Building Service Local 32BJ Pension Fund, for the "Program C" plan of pension benefits, payable when and how the Trustees determine for employees in the Hudson Waterfront and Newark as set forth below.

(a) Effective January 1, 2012, the Employer shall contribute for all employees twenty-eight cents (\$0.28) per hour per employee.

(b) Effective January 1, 2014, the Employer shall contribute for all employees thirty-eight cents (\$0.38) per hour per employee.

Article 15. Legal Fund

15.1 The Employer shall make contributions to the “Building Service 32BJ Legal Services Fund to cover employees covered by the Agreement with such benefits as may be determined by the Trustees.

15.2 The rate of contribution to the Legal Fund shall be as follows for each employee:

Effective January 1, 2012 \$16.63 per month

Effective January 1, 2013 \$16.63 per month

Effective January 1, 2014 \$3.63 per month

Effective January 1, 2015 \$16.63 per month

Article 16. Training Fund

16.1 The Employer shall make contributions to a training and scholarship trust fund known as the “Thomas Shortman Training, Scholarship and Safety Fund” to cover employees covered by the Agreement with such benefits as may be determined by the Trustees.

16.2 The rate of contribution to the Training Fund shall be \$14.13 per month for each employee.

Article 17. Provisions Applicable to All Funds

17.1 If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds Trust Agreements, and any and all expenses of collection, including but not

limited to counsel fees, arbitration costs and fees, court costs, fees and interest.

- 17.2 Any Employer regularly or consistently delinquent in Health, Pension, Legal, or Training fund payments may be required, at the option of the Trustees of the Funds, to provide the appropriate Trust Fund with security guaranteeing prompt payment of such payments.
- 17.3 By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law.
- 17.4 There shall be no Employer contributions to the Funds on behalf of employees during their first six (6) months of employment. Effective on January 1, 2014, the waiting period for all Employer contributions to the Health Fund shall be reduced from six (6) months to ninety days. However, in the event the federal law mandating healthcare coverage after ninety (90) days of employment is modified (judicially or otherwise), the waiting period under this Agreement shall be the shorter of such modified period or six (6) months.

Article 18. Holidays

- 18.1 The following are designated as paid holidays for post-probationary employees: New Years Day, Labor Day, Memorial Day, Thanksgiving Day, Christmas Day, Independence Day, and a Floating Day. Whenever any of these stated holidays shall fall on a Saturday or Sunday, it shall be observed on the following Monday or the preceding Friday, depending upon when the building is closed. Holiday pay shall be equal to an employee's regular straight time pay. An employee required to work on a holiday shall receive his/her regular pay plus his/her holiday pay.

Article 19. Bulletin Boards

19.1 Where permission is granted by the building owner/manager, the Employer shall furnish a bulletin board at a conspicuous location in each of the Employer's locations and shall permit representatives of the Union, including stewards, to post notices pertaining to Union affairs on the bulletin board.

Article 20. Vacancies and Promotions

20.1 The Employer shall post all vacancies. Preference in filling vacancies shall be given to employees already employed in a building based on building seniority, but skill, ability and qualifications shall also be considered. Part-time employees shall be given preference by seniority in bidding for open full-time positions.

Article 21. The Workweek, Overtime and Method of Pay

21.1 The Employer shall establish a regular workweek. Any work performed over forty hours in a week shall be paid at time and one half the employee's regular rate of pay. Employees who work at more than one location shall have their hours combined in determining their overtime pay.

21.2 (a) In the City of Newark and the Hudson Waterfront, for all locations (or contiguous groupings of locations) over 400,000 square feet, the minimum weekly shift shall be 27 and ½ hours.

(b) In all other Counties (and portions thereof with a contractual wage progression), for all locations (or contiguous groupings of locations) set forth below, the Employer agrees to contribute on behalf of all employees to the Local 32BJ Health Plan for the Tri-State Plan of Benefits at the contribution rates set forth in Article 14.1 pertaining to regular full-time employees:

All locations (or contiguous groupings of locations) of 400,000 square feet or more

Additionally, the parties agree that the Employer shall have the right to increase the work hours of employees at locations covered by 21.2(b) in accordance with the seniority, reduction in force, and lay-

off provisions of the Agreement. However, notwithstanding anything to the contrary above, the Employer shall contribute to the Building Service Local 32BJ Health Fund for all employees who work 27 and ½ hours per week or more at the rates for regular full-time employees set forth in Article 14.1.

- (c) During the term of this Agreement, the Union and Employers agree to identify various additional large buildings and to discuss a plan to attempt to transition these buildings to either full time or to six hour schedules for bargaining unit employees. In developing the Plan, the parties shall take into consideration the owner's willingness to change the existing schedule, potential cost savings, and other relevant factors. The Employer which has the contract in the building will then engage in good faith discussions with the building owner or operator regarding the feasibility of modifying the cleaning schedule so that all or some of the bargaining unit employees will have full time or six hour schedules.

21.3 For all other locations, the minimum regular schedule for employees shall be 4 hours per night.

21.4 Employees shall be paid a minimum of 4 hours pay per night when called in to work.

21.5 All wages, including overtime, shall be paid weekly in cash or check with an itemized statement of payroll deductions. If a regular pay day falls on a holiday, employees shall be paid on the preceding day.

21.6 The Union and Employers shall establish a joint labor management committee on "Green Buildings."

Article 22. Work Authorization and Status Disputes

22.1 Recognizing that questions involving an employee's immigration/work status or personal information may arise during the course of his/her employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control, the Employer agrees to the following: In the event an issue or inquiry arises involving the immigration status or

employment eligibility of a non-probationary employee, the Employer shall promptly notify the employee, in writing.

- (a) If permissible under applicable law and/or regulations, the affected employee shall be afforded reasonable opportunity to remedy the identified problem before adverse action is taken. When necessary, the employee will, consistent with the operational needs of the Employer, be permitted reasonable unpaid time off to attend relevant proceedings or visit pertinent agencies, for the purposes of correcting the identified problem, provided the Employer is given adequate notice of planned absences and verification of appointments, hearings or other proceedings for which time off is requested. The Employer shall grant up to four (4) months leave for this purpose. Upon return from leave and remediation of the identified problem, the employee shall return to his or her former position, without loss of seniority. However, seniority shall not accrue during such leave. If the employee does not remedy the issue within four (4) months, the employee may be discharged and the Employer shall have no further obligation to hold the his or her position.
- (b) Any lawful changes in the employee's documentation, name, or social security number shall not be considered new employment or a break in service and shall not be cause for adverse action.
- (c) Unless otherwise required by law or regulation, a "no-match" letter from the Social Security Administration shall not itself constitute a basis for taking adverse employment action against an employee or for requiring an employee to reverify work authorization. The Employer shall promptly forward a copy of any no-match letter that it receives to the Union.

Article 23. Successors, Assigns and Subcontracting

23.1 The Employer shall not subcontract, transfer, lease or assign, in whole or in part, to any other entity, person, firm, corporation, partnership, or non-unit work or workers, bargaining unit work presently performed or hereafter assigned to employees in the bargaining unit, except to the extent required by government regulations regarding minority or female owned enterprises, in which event the Employer

shall ensure that such enterprises employ bargaining unit employees under the wages and benefits provided under this Agreement.

- 23.2 In the event the Employer sells or transfers all or any part of its business or accounts which are subject to this Agreement, the Employer shall require the acquiring employer to assume this Agreement.
- 23.3 To the extent permitted by law, this agreement shall be binding on any other entities that the Employer, through its officers, directors, partners, owners, or stockholders, either directly or indirectly (including but not limited through family members), manages or controls, provided such entity or entities perform(s) work subject to this Agreement.

Article 24. Non-Discrimination

- 24.1 There shall be no discrimination against any employee by reason of race, creed, color, age, disability, national origin, sex, sexual orientation, union membership, or any characteristic protected by law.
- 24.2 All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

Article 25. Wages

25.1 Bergen and Mercer Counties

The minimum wage rate for cleaners on the effective date of this agreement shall be \$11.50 per hour.

Effective July 1, 2012, the minimum wage rate for cleaners shall be \$11.90 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

Effective July 1, 2013, the minimum wage rate for cleaners shall be \$12.35 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty-five cents (\$0.45) per hour, whichever results in the higher rate of pay.

Effective July 1, 2014, the minimum wage rate for cleaners shall be \$12.80 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty-five cents (\$0.45) per hour, whichever results in the higher rate of pay.

Effective July 1, 2015, the minimum wage rate for cleaners shall be \$13.30 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of fifty cents (\$0.50) per hour whichever results in the higher rate of pay.

25.2 Hunterdon, Middlesex, Monmouth, Morris, Passaic, Union, Somerset, Essex (excluding the City of Newark), and West Hudson Counties and the Meadowlands

The minimum wage rate for cleaners on the effective date of this agreement shall be \$12.00 per hour.

Effective July 1, 2012, the minimum wage rate for cleaners shall be \$12.40 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

Effective July 1, 2013, the minimum wage rate for cleaners shall be \$12.80 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

Effective July 1, 2014, the minimum wage rate for cleaners shall be \$13.20 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

Effective July 1, 2015, the minimum wage rate for cleaners shall be \$13.60 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

25.3 Hudson Waterfront

The minimum wage rate for cleaners on the effective date of this agreement shall be \$14.00 per hour.

Effective June 1, 2012, the minimum wage rate for cleaners shall be \$14.15 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of fifteen cents (\$0.15) per hour, whichever results in the higher rate of pay.

Effective December 1, 2012, the minimum wage rate for cleaners shall be \$14.35 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective June 1, 2013, the minimum wage rate for cleaners shall be \$14.50 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of fifteen cents (\$0.15) per hour, whichever results in the higher rate of pay.

Effective December 1, 2013, the minimum wage rate for cleaners shall be \$14.70 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective July 1, 2014, the minimum wage rate for cleaners shall be \$15.00 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty cents (\$0.30) per hour, whichever results in the higher rate of pay.

Effective July 1, 2015, the minimum wage rate for cleaners shall be \$15.40 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

25.4 Newark

The minimum wage rate for cleaners on the effective date of this agreement shall be \$14.00 per hour.

Effective July 1, 2012, the minimum wage rate for cleaners shall be \$14.35 per hour. All cleaners shall receive either the minimum hourly

rate provided for above or an increase of thirty-five cents (\$0.35) per hour, whichever results in the higher rate of pay.

Effective July 1, 2013, the minimum wage rate for cleaners shall be \$14.70 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty-five cents (\$0.35) per hour, whichever results in the higher rate of pay.

Effective July 1, 2014, the minimum wage rate for cleaners shall be \$15.10 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

Effective July 1, 2015, the minimum wage rate for cleaners shall be \$15.50 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

25.5 The Employer agrees to execute a rider reflecting prevailing wage standards where prevailing wage and/or benefit rates are greater than the wage and/or benefit rates in the NJCA.

25.6 Leadpersons and Handypersons

Leadpersons and handypersons shall be paid \$2.00 per hour more than the minimum rate provided for cleaners in the applicable county or portion thereof, or shall receive the overscale increase as provided above if those increases shall result in a higher rate of pay.

25.7 Window-Cleaners

The minimum wage rate for window cleaners on the effective date of this agreement shall be \$18.55 per hour.

Effective July 1, 2012, the minimum wage rate for window cleaners shall be \$18.95 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

Effective July 1, 2013, the minimum wage rate for window cleaners shall be \$19.35 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

Effective July 1, 2014, the minimum wage rate for window cleaners shall be \$ 19.75 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

Effective July 1, 2015 , the minimum wage rate for window cleaners shall be \$20.15 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

25.8 Increase in statutory minimum wage rate.

The minimum wage rate for all cleaners shall be at all times at least fifty cents (\$.50) above the statutory minimum wage for cleaners in that county or portion thereof.

Article 26. Most Favored Nations

- 26.1 If the Union agrees to different economic terms and conditions more favorable to the Employer at any location, those terms and conditions shall apply to any other Employer who takes over that location for the duration of the Union's agreement with the prior Employer.
- 26.2 In the event that the Union enters into a contract on or after December 1, 2015 for a Class A or B commercial office building, whose economic terms or conditions are more favorable to such Employer than the terms contained in this agreement with respect to that building, the Employer shall be entitled to and may have the full benefit of any and all such more favorable terms for any of its similar buildings within the same zone, upon notification to the Union. This clause shall not apply to contracts entered into before December 1, 2015 even if the terms of any such contracts extend beyond that date, provided that any such riders set forth a schedule of wage and benefit increases.

Article 27. Duration

27.1 This agreement shall be effective from January 1, 2012 until December 31, 2015.

27.2 Upon the expiration date of this agreement as set forth above, this agreement shall thereafter continue in full force and effect for an extended period until a successor agreement shall have been executed. During the extended period, all terms and conditions hereof shall be in effect subject to the provisions of this paragraph. During the extended period, the Employer shall negotiate for a successor agreement retroactive to the expiration date, and all benefits and improvements in such successor agreement shall be retroactive, if such agreement shall so provide. In the event the parties are unable to agree upon terms of a successor agreement, the Union upon three (3) days oral or written notice to the Employer, may engage in any stoppage, or strike without thereby terminating any other provision of this agreement, until the successor agreement is concluded.

Article 28. Security Background Checks

28.1 All employees shall be subject to security background checks at any time based on a written customer requirement so long as the written notice is provided to the Union prior to the background check. An employee shall cooperate with an Employer as necessary for obtaining security background checks. Any employee who refuses to cooperate shall be subject to termination. Employees who fail such security background check shall be subject to termination.

28.2 For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established that one or more of the findings of the background security check is directly related to his/her job functions or responsibilities, or that the continuation of employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public or constitute a violation of any applicable governmental rule or regulation. If the customer determines that the employee has failed a security background check, but the Employer lacks cause for termination under this provision, the terms of Article 29 (Involuntary Transfer) shall apply.

28.3 All security background checks shall be confidential, and may be disclosed only to the Union as necessary for the administering of this Agreement and/or as required by law. The Employer shall pay all costs of any security background checks. The Employer cannot deduct from paychecks the cost of pre-employment screenings.

Article 29. Involuntary Transfer

29.1 If an employee is removed from a location upon the written demand of a customer, the Employer may remove the employee from further employment at that location, provided there is a good faith reason to justify such removal, apart from the demand itself. The Employer shall make a reasonable effort to provide the written demand prior to the transfer. The Employer shall provide to the Union a copy of any such written demand. Unless the Employer has cause to discharge the employee, the Employer will place the employee in a similar job at another facility within the same County covered by this Agreement, or if there is more than one contractual wage progression within the County, within the portion of the County sharing the same wage progression, unless the Union agrees to place the employee in a similar job in a different County covered by this Agreement, or within a portion of the County with a different contractual wage progression, without loss of entitlement seniority or reduction in pay or benefits, and pay Displacement Pay to such employee in the amount set forth below.

<u>Employees with:</u>	<u>Displacement Pay:</u>
less than 12 years	2 weeks' wages
12 but less than 15 years	3 weeks' wages
15 but less than 17 years	6 weeks' wages
17 but less than 20 years	7 weeks' wages
20 but less than 25 years	8 weeks' wages
25 or more years	10 weeks' wages

29.2 In the event an employee is transferred to another building and is not filling a vacant position, the Employer shall seek volunteers on the basis of seniority within the job title. If there are no volunteers, the junior employee shall be selected for transfer and receive the same

Displacement Pay and protection afforded to the transferred employee.

Article 30. Management's Rights

- 30.1 The Union recognizes the right of the Employer to direct and control its policies, subject to the provisions of this Agreement.
- 30.2 The Union and its members will cooperate with the Employer within the provisions of this Agreement to facilitate the efficient operation of jobs.

Article 31. Health and Safety

- 31.1 The Employer shall provide and maintain a safe and healthy workplace for all employees, and the Employer shall comply with all federal, state and local laws relating to health and safety. The Employer will provide all necessary supplies and protective gear free of charge. The Employer shall provide appropriate snow gear and equipment to all employees who clear snow.

Article 32. Buildings South of Route 195

The terms of this Article 32 shall become effective April 1, 2013.

32.1 Wages

- (a) April 1, 2013: All employees receive a \$0.50 an hour increase or \$8.50 an hour, whichever is greater.
- (b) January 1, 2014: All employees receive a \$0.35 an hour increase or \$9.25 an hour, whichever is greater.
- (c) January 1, 2015: All employees receive a \$0.35 an hour increase or \$10.00 an hour, whichever is greater.

32.2 Health Insurance: The Employer shall contribute for all full time employees as set forth in Article 14.1 and Article 17.

32.3 Holidays: Article 18 applies

32.4 Sick Days: Article 12 applies

32.5 Vacation: Article 11 applies

32.6 Training Fund: Article 16 applies as of January 1, 2014

32.7 Legal Fund: Article 15 applies as of January 1, 2015

Article 33. Schools

33.1 The Lead classification shall not apply at schools. Instead, the following classifications shall apply:

(a) Custodian – School Cleaner

(b) Custodian with Black Seal License – When a custodial employee holding a valid New Jersey Black Seal boiler operator’s License is operating the mechanical systems under his/her License for an hour or more, he/she shall receive a premium of an extra \$0.50 per hour above the Cleaner rate or \$0.50 per hour above his/her regular rate, whichever results in the greater rate of pay. The premium shall be paid in hourly increments, i.e., he/she shall receive it for any portion of an hour worked under his License.

(c) A labor-management committee shall meet in the first quarter of 2012 to set the rate for and definition of Head Custodian and Head Custodian utilizing Black Seal.

(d) The implementation of these classifications shall be determined through rider bargaining for each school district.

33.2 Thomas Shortman Training Fund – The Employer shall make all reasonable efforts to work with the Director of Facilities of the School

District to ensure that the Boilers are available to the Training Fund Staff in order for them to conduct classes to educate employees to prepare them for the New Jersey Black Seal Licensing Examination.

- 33.3 Prevailing Wage – the Employer shall compensate all construction work in accordance with the New Jersey Prevailing Wage Law.
- 33.4 Travel Between Schools – When the Employer requires an employee to travel from one school to another within a district or to another district during a work day as part of his required job duties, the Employer shall compensate the employee for his/her travel time. The Employer shall compensate an employee at the IRS mileage reimbursement rate for any such travel of ten (10) miles or more if he uses his own car. This does not apply to workers traveling between different part-time jobs.
- 33.5 Seniority and Bumping – For purposes of this Agreement, the entire school district shall be considered one location. Accordingly, any bumping due to a reduction in force shall occur throughout the District and the seniority of an employee shall not be attributed to the particular school building they are assigned to, but rather the entire School District. A more senior employee in a higher job classification can bump the least senior custodian and would then receive the custodian rate.
- 33.6 Snow – It is understood that employees’ regular job responsibilities include snow removal. The employer shall offer overtime snow removal work on a volunteer basis in seniority order. If an insufficient number of employees volunteer, then the Employer may require employees to perform such work in inverse seniority order.
- 33.7 Loss of State Clearance: Should an employee lose his/her state clearance to work in schools, the situation shall be treated as a loss of employment eligibility consistent with Article 22.1

33.8 Uniforms and Personal Appearance:

- a) The parties agree that personal cleanliness and appearance are important in facility service. It is the policy that all employees shall wear clean uniforms, maintain a high degree of personal cleanliness, and conform to hygienic practices while on duty.

- b) Uniforms appropriate to the shift and the school environment as determined by the School District and the Employer shall be provided to employees at no cost to the employees. The employees must wear other clothing and footwear as determined by the Employer.

33.9 The Employer will provide uniforms.

- (a) The Employer shall provide, as it determines is appropriate, slip resistant shoes and/or shoe covers at no cost to the employees.

- (b) If an employee destroys, damages, or loses his uniform, the employee shall be responsible for the cost of replacement.

- (c) Employees must wear the uniform as directed by the Employer.

33.10 Upon showing majority support, the union and employer will enter into rider bargaining for each site. Consistent with the past practice of rider bargaining, the goal of such bargaining shall be to bring employees to the standard wage and benefit level for the relevant geography.

SEIU Local 32BJ

Employer _____

By: _____

By: _____

Dated: _____

Dated: _____

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**SIDE LETTER ON BI-WEEKLY
PAY SYSTEMS**

It is the parties' understanding that Employers who currently maintain bi-weekly pay systems shall not be required to convert their existing accounts/locations to a weekly system until December 31, 2015. No Employer that is paying employees at an account/location on a weekly basis as of December 1, 2011 shall commence paying employees at that account/location on a bi-weekly basis.

SIDE LETTER ON SOCIAL SECURITY “NO MATCH”

This is to confirm our understanding during our recent negotiations that an Employer may not invoke Article 28 (Security Background Checks) in connection with a Social Security “no match.”

**APPENDIX C
SUMMARY OF CBA WAGES AND BENEFITS**

Date	Minimum Rate*	CBA Wage Increase**	CBA Health Benefits***	CBA Pension Benefits	CBA Legal Fund	CBA Training Fund	Vacation (all employees)	Holidays (all employees)	Paid Sick Leave (all employees)
1/1/2015	\$15.00	\$0.00	\$832.00 per month	\$45.28 per month	\$16.63 per month	\$14.13 per month	3 days at six months, 1 week at 1 year, 2 weeks at 2 years, 3 weeks at 5 years, 4 weeks at 15 years, 5 weeks at 25 years	7 Paid Holidays (New Years Day, Labor Day, Memorial Day, Thanksgiving Day, Christmas Day, Independence Day and a Floating Day)	Pursuant to the Earned Sick Leave Ordinance, all employees accrue one hour of paid sick leave for every 30 hours worked up to a 40 hour per year maximum. Accrued sick leave may be used after 90 days of employment for the purposes and under the conditions defined in the Ordinance.
7/1/2015	\$15.40	\$0.40	\$832.00 per month	\$45.28 per month	\$16.63 per month	\$14.13 per month	3 days at six months, 1 week at 1 year, 2 weeks at 2 years, 3 weeks at 5 years, 4 weeks at 15 years, 5 weeks at 25 years	7 Paid Holidays (New Years Day, Labor Day, Memorial Day, Thanksgiving Day, Christmas Day, Independence Day and a Floating Day)	Pursuant to the Earned Sick Leave Ordinance, all employees accrue one hour of paid sick leave for every 30 hours worked up to a 40 hour per year maximum. Accrued sick leave may be used after 90 days of employment for the purposes and under the conditions defined in the Ordinance.

* Workers shall not be paid less than this minimum - under the CBA, workers make the greater of the minimum rate or the amount of the wage increase on top of their base hourly rate

** Incumbents receive wage increase on top of base hourly rate

*** Workers working 27.5 hours per week or more are eligible for the health fund. Workers working less than 27.5 hours per week receive a \$78 per month health fund contribution. Health fund contributions are on all compensated hours.

NOTE: Vendors will have to determine the hourly rate for all benefits in their hourly pricing to ensure that it is consistent with the monthly monetary value of the supplemental benefits required to be provided.

APPENDIX D

**Cost Breakdown pursuant to Chapter 3, Article VI, Section 3-51G
of the City Code**

Description	Details		Percent	Total Charges
Hourly Wage Rate		Charge for employee wages per city law		
Hourly Benefits Rate		Charge for employee health care benefits per city law		
Paid Leave Required Under Law				
Payroll Taxes				
Number of FTEs (1 FTE =2080 Hours per Year)		FTEs		
Workers Compensation Insurance, Unemployment Insurance, Temporary Disability Insurance required by law				
Contractor charge for startup costs		Details attached		
Contractor charge for supplies and ongoing operating costs		Details attached		
Contractor management fee (including supervision and office administration)				
TOTAL CONTRACT CHARGE YEAR ONE				