1. **SCOPE OF WORK/PROPOSAL SPECIFICATIONS**

The work covered in this specification includes furnishing all labor, equipment, some

supplies and supervision necessary to complete janitorial service. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will be provided.

These specifications will apply to the present locations. Minor alternations

in the physical layout or change in operation will not affect the provisions of the

contract. The janitorial task and frequency schedule indicates the **minimum acceptable**

**cleaning frequencies.**

The Contractor will employ only personnel who are trained and proficient in

performing janitorial services, using modern equipment, methods, and techniques.

All janitorial personnel shall present a neat, clean and well groomed appearance

and be of good moral character. GCAP reserves the right to require the

replacement of any employee whose deeds or conduct is believed to be detrimental

to the program.

The Contractor’s employees shall not utilize any GCAP telephones, office

equipment or furnishings. The Contractor shall provide GCAP, and keep current, a list of all employees, by name, title and address, which are under the employ of the Contractor and assigned work under this contract.

All janitorial employees are required to:

a. Wear distinctive and/or identifiable uniform.

b. Wear clearly readable identification.

c. Pass security clearance through the approved GCAP background check.

Upon completion and during the sequence of their duties, janitorial personnel will

turn off all lights in unoccupied areas unless otherwise directed. It is also the

responsibility of the janitorial personnel to check for open or unlocked doors and

windows and to close and secure them. When difficulty is encountered in keeping

areas locked or windows closed and locked, GCAP shall be immediately notified.

1. **BUILDING SECURITY**

The Contractor shall be responsible for maintaining the security of

the building. Lock and unlock doors as required to clean an

immediate area. Entire floors shall not be unlocked at any one time,

as this reduces security.

The Contractor shall lock all building outside entry doors between

4:00 and 4:05 p.m. nightly, unless otherwise advised.

Notices and schedules of meetings, including times and location, will

be provided monthly by GCAP.

GCAP employees with keys may enter the building at any time.

After working hours, GCAP employees without keys must show GCAP identification

card.

Prior to leaving the building each night, the Contractor shall check to

see that all outside doors are locked and that the building is secure.

Emergency phone numbers will be provided to the Contractor. The

Contractor shall notify the appropriate person in a timely manner of

any difficulties in securing the building.

Any conditions in the facility that may require repair shall be reported to GCAP

in writing. For example, dripping faucets, damaged walls, burned out lights, etc.

1. **TERM**

This contract begins on July 1, 2019 through June 30, 2020 with the option to

automatically renew annually through June 30, 2021 unless terminated in accordance to Article 8.

1. **INDEMNIFICATION AGREEMENT**

The contractor will protect, defend and indemnify GCAP, its officers,

agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor’s own employees, and for loss or damage to any property, including property owned or in the care, custody or control of GCAP in connection with or in any way incident to or arising out of the

occupancy, use, service, operations, performance or non-performance of work in

connection with this contract resulting in whole or in part from negligent acts or omissions

1. **COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor will comply with all federal, state and local regulations, including but

not limited to all applicable OSHA/PEOSHA requirements and the Americans with

Disabilities Act.

GCAP may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

1. **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for

Employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex,

race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in

conspicuous places available to applicants for employment and employees. All

solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

1. **CRIMINAL BACKGROUND CHECK**

The Contractor will be responsible for payment of security screening as determined

by GCAP. Any employee of the vendor will be subject to an approved criminal

background check before entering GCAP buildings.

1. **TERMINATION OF CONTRACT**

Either party may terminate the contract without cause by

giving sixty (60) days written notice to the other party.

1. **PAYROLL TAXES**

The Contractor is responsible for all applicable state and federal social security

benefits and unemployment taxes and agrees to indemnify and protect GCAP against such liability.

1. **CHANGES IN SCOPE OR SCHEDULE OF SERVICES**

Changes mutually agreed upon by GCAP and the Contractor, will be

incorporated into this contract by written amendments signed by both parties.

1. **EXTENT OF CONTRACT**

This contract represents the entire agreement between the parties and supersedes

all prior representations, negotiations or agreements whether written or oral.

The term of the contract would begin July 1, 2019 through June 30, 2020 with the option to automatically renew annually through June 30, 2021.

1. **GENERAL CONDITIONS/SERVICE INFORMATION/AREAS**

DAYS/HOURS OF WORK

The specified janitorial services are to be provided five (5) evenings per week, Monday

through Friday, starting time will be 4:00 p.m. GCAP reserves the right to

modify and/or change the starting time if necessary.

The Contractor will schedule all work to be done on a non-interfering basis with the

building operation as far as is practical. The work schedule is to be approved by

Facilities Management.

The Contractor will schedule the bi-yearly cleaning during the facilities summer/winter breaks. The work schedule is to be approved by Facilities Management.

The Contractor’s proposal is to include a schedule of the total number of employees

and labor hours to be worked on a daily and yearly basis for each location.

1. **GENERAL SPECIFICATIONS/EMPLOYEE SAFETY**

The Contractor is responsible for instructing and training their employees in

appropriate safety measures. Janitorial employees will be responsible for

maintaining a safe work environment while completing their tasks.

The Contractor shall comply with New Jersey’s Right to Know Law

which requires that all employers within the State comply with federal Hazard Communications Standards. These Standards specify that employers develop a written hazard communication program, which is to be made available for

workers and their designated representatives

1. **SUPERVISION AND CONTRACT ADMINISTRATION**

A checklist will be completed by the Contractor, or his designated supervisor,

ensuring that all required tasks are completed on a daily basis.

A monthly review of the contractor performance will be conducted between

Facilities and the contractor. Any deficiencies in performance will be delivered

to the contractor in writing.

Failure to provide supervision with requested conformance with the

Specifications will be considered deficient performance. **Failure to correct a**

**notice of deficient performance from GCAP will constitute cause for**

**termination of the Contractor.**

The Contractor will correct, within 24 hours, deficiencies for any task labeled as

daily weekly or monthly. The Contractor will correct, within 48 hours, any

deficiencies for any task labeled as semi-monthly, quarterly or annually. Should

the Contractor fail to correct these deficiencies within the time stated, GCAP

may take one or all of the following actions.

a. Correction of the deficiencies will be made by GCAP and

billed to the contractor or deducted from the monthly billing.

b. Procure service for correction of the deficiency from other

sources and hold the Contractor responsible for any costs

incurred.

In responding to Gateway Community Action Partnership's Request For Proposal (RFP), the company we select for this maintenance service will perform the Project in accordance with the terms of this RFP. Gateway Community Action Partnership requires that the company will not subcontract or otherwise delegate any of the Company’s obligations under an Agreement between the Company selected and Gateway Community Action Partnership, without the prior written consent of Gateway Community Action Partnership. Gateway Community Action Partnership maintains sole discretion and may withhold consent to subcontract without explanation. The Company selected by Gateway Community Action Partnership shall meet all the requirements outlined in this RFP, and is solely responsible for their compliance with the applicable terms and conditions of and executed Agreement between the Company selected and Gateway Community Action Partnership.

1. **SUPPLIES**

For the treatment of various types of flooring, carpeting, furniture, etc., only such

material recommended and approved by the manufacturers and/or GCAP shall

be used.

The Contractor will provide all cleaning products to complete the contract.

GCAP will provide hand soap for dispensers, paper products such as, roll paper towels, c-fold paper towels, toilet paper along with trash can liners and trash bags as needed. If circumstances change, GCAP will work with contractor to provide adequate supplies

It will be the responsibility of the Contractor to contact GCAP in a timely manner for the delivery of the aforementioned products as determined by Facilities Management.

1. **EQUIPMENT**

All power and hand equipment will be furnished by the Contractor. The

Contractor shall be responsible for keeping all equipment and tools in good

repair. Any damage caused to the building or furnishings shall be the

responsibility of the Contractor. GCAP shall repair said damage and back

charge the Contractor for the costs. Any equipment found defective will be

removed from the premises by the Contractor.

Non-expendable items must be identified as the Contractor’s by marking it as

such in an identifiable manner.

The Contractor is solely responsible for equipment and tools stored on the

property. It is the intention of GCAP to provide a level of cleanliness suitable for a “World Class Service Organization”. Those Contractors unable to provide an appropriate

level of service will be terminated**.**

1. **MISCELLANEOUS SERVICES- ADDITIONAL NEEDS**

All additional services outside the scope of services will be performed based on a

written proposal and GCAP’s authorization for those services.

1. **CONDITIONS OF AWARD**

GCAP reserves the right to award Contractors on a per site basis. If Contractor is awarded site, they are not automatically awarded additional services.