

Exhibit “A”

AGREEMENT FOR JANITORIAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of December, 2018 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the **“TOWNSHIP”**, party of the first part, and **EXCELLENT BUILDING SERVICES CORP.**, a New Jersey corporation with offices at 70 South Jefferson Street, Orange, New Jersey 07050, hereinafter referred to as **“EXCELLENT BUILDING”**, party of the second part.

WITNESSETH THAT:

WHEREAS, the Township issued a Request for Bid Proposal, (the **“SPECIFICATIONS”**) seeking to award a Contract for Janitorial Services at seven (7) buildings owned and operated by the **TOWNSHIP**; and

WHEREAS, the Specifications set forth the terms and conditions of the Janitorial Services to be performed under this agreement; and

WHEREAS, on October 30, 2018, **EXCELLENT BUILDING** submitted a bid in response to **SPECIFICATION** (the **“BID”**), annexed hereto as Exhibit **“A;”** and

WHEREAS, the **BID** included and incorporated the **SPECIFICATIONS**; and

WHEREAS, the **BID** set forth an annual base bid of \$44,376 per year with additional optional rates for buffing floors at \$35 per hour and shampooing carpeting at \$35 per hour; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. **EXCELLENT BUILDING** hereby agrees to provide the services and other covenants set forth in the **BID**, annexed hereto as Exhibit **“A.”**

2. As set forth in the **SPECIFICATIONS**, the term of this Agreement shall be for two (2) years starting on January 1, 2019 and that the Township shall have an option to renew this Agreement for additional one year.

3. The **TOWNSHIP** and **EXCELLENT BUILDING** hereby agree to the rates set forth in the **BID** and to the payment process set forth in Section M of the **SPECIFICATIONS**.

4. The **TOWNSHIP** and **EXCELLENT BUILDING** hereby agree that to the extent that the **BID** conflicts with the terms and conditions of the **SPECIFICATIONS**, the **SPECIFICATIONS** shall govern.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

WITNESS:

**EXCELLENT BUILDING SERVICES
CORP.**

By:_____

Exhibit “A”

Excellent

**TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX
STATE OF NEW JERSEY**

Request for Bid Proposal for Janitorial Services

**Submission Date:
Tuesday October 30, 2018
11:00 a.m.
Prevailing Time**

**TOWNSHIP OF WEST ORANGE * 66 MAIN STREET * WEST ORANGE, NJ 07052
(973) 325-4056**

ADVERTISEMENT

Invitation to Bid

The Township of West Orange is seeking bids for **JANITORAL MAINTENANCE SERVICES**. The Bid specifications can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing adesantis@westorange.org.

Sealed proposals, clearly marked with the title and name and address of party making same, addressed to the Township Council of the Township of West Orange will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Tuesday October 30, 2018, at 11:00 a.m. and will be publicly opened and read at that time in the Council Chambers on the same day. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 ,and a New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2.

Anne DeSantis
Purchasing Agent

GENERAL INSTRUCTIONS AND CONDITIONS FOR BIDDERS

A. INTENT

The Township of West Orange, hereinafter referred to as "the Township" requests bids for janitorial services for seven (7) of our buildings. The contract shall commence in January 1, 2019 for a period of 24 Months with the option to extend for one (1) additional year.

All cleaning shall be performed in a workmanship like manner as described by this specification. Deviations will not be considered unless the vendor can explain in detail that the deviation is of material benefit to the Township and provides service levels at least equivalent to that specified.

The Township's technical contact for Buildings & Grounds will be Nick Salese, Assistant Director of Public Works (973) 325-4065. Mr. Salese will be in charge of monitoring vendor performance and compliance throughout the term of the contract.

B. PRE- BID TOUR

All prospective bidders are highly encouraged to visit each site. Bidders can pick up a pass in the Purchasing Department, room 111, 66 Main Street, West Orange, New Jersey. It shall be the responsibility of the bidder to visit the sites and make a tour and inspection of the areas to be cleaned under the terms of this bid.

C. BID OPENING

All bid proposals will be publicly opened and read aloud in Council Chambers at the Township of West Orange, 66 Main Street, West Orange on Tuesday October 30, 2018 at 11:00 A.M. Bids must be received by hand, certified mail or messenger no later than 11 A.M. All bid proposal envelopes should be clearly marked with name of bid and the submission date. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered after time specified.

D. BID WITHDRAWAL

Sealed bids received by the Township before the designated time of the bid opening, may withdraw said bid in writing with evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of Sixty (60) calendar days.

E. BID PROPOSAL FORMS

All prices and amounts must be written in ink or preferably machine printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township.

F. BID SECURITY

A certified check or cashier's check made payable to the Township, or a duly executed bid bond in the amount of 10% of bid, not to exceed \$20,000.00 must accompany each bid proposal. All deposits from bidders other than the successful bidder will be returned after the award of the contract.

G. INSURANCE REQUIREMENTS

Worker's Compensation and Employer's Liability Insurance:

This insurance shall be maintained in full force during the life of this contract by the vendor covering employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance:

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance:

This insurance covering vendor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract.

Certificates of Required Insurance:

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Self-insured vendors shall submit an affidavit attesting to their self-insured coverage and shall name the Township as an additional insured.

Indemnification:

Successful vendor shall indemnify and hold harmless the Township from all claims, suits or actions and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, resulting from negligent acts or omissions on the part of the vendor, the vendor's agents, servants, or subcontractors in the delivery of goods and services, or in the performance of the work under this contract.

The Vendor shall take out and maintain during the life of the contract adequate workmen's compensation and employer's liability insurance for all employees employed in connection with the work, and in case any work is sublet, the Vendor shall require each sub-contractor similarly to provide workmen's compensation and employer's liability insurance for the latter's employee's, unless such employees are covered by the protection afforded by the Vendor's insurance. A Certificate of Insurance evidencing General Liability and Excess Liability (Worker's Compensation) coverage shall be provided by a carrier(s) satisfactory to the Township. An original Certificate shall be filed with the Township before the Contract can be executed. The Township will also be named as an additional insured as it relates to all liability policies for work performed by the Contractor with Certificate evidencing this endorsement.

All of the Contractor's insurance coverage shall contain a clause indemnifying and saving the Township harmless and its agents from any liability arising from the work to be performed under the contract. This includes but not limited to Attorney's fees and costs in connection with defense of such claims.

H. MANDATORY FORMS

Vendor shall supply a copy they their NJ Business Registration Certificate, Disclosure of Ownership, Affirmative Required Evidence, Iranian Investment Disclosure form, Addenda Acknowledgment and bid deposit.

I. QUALIFICATION OF BIDDERS

Bidders shall be of known reputation and shall have sufficient qualified personnel and equipment to perform adequately the prescribed services as per the specifications. Bidders shall submit evidence of qualifications to meet all requirements by Township.

As evidence of bidder's qualifications, bidders shall submit the following information with their bids:

1. The number of years the firm has been performing janitorial services.
2. Names of Supervisors to be assigned to work on this contract. Include the number of years the individual has worked for bidder.

3. Location of bidder's offices and facility where bidder's equipment may be inspected.
4. Name(s) and telephone number(s) of management and service personnel for
5. A list of institutions, industries and commercial buildings now under contract with the bidding firm. Include the length of time each contract has been in force and the name of the person the Township of may contact as a reference.

J. CONTRACTOR PERSONNEL

1. All personnel shall be BONDED.
2. All personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.
3. All contractors' employees shall consent to background checks, if not already performed. The Township reserves the right to refuse personnel based on results of the background check.

K. BASIS OF AWARD

In addition to cost and responsiveness to these specification, the Township will investigate references supplied by bidder as it deems necessary to determine the ability of the bidder to perform the work. The Township reserves the right to reject any proposal if the evidence submitted by investigation such as, bidder fails to properly perform or complete any contracts.

L. ACCEPTANCE AND AWARD OF CONTRACT

Within 60 days after the receipt of the bids, the Township Council will accept through resolution at a scheduled Council Meeting, one of the bids for the contract from submissions received or will reject all bids. The Township reserves the right to reject any or all bids or to accept the bid which in its judgment will be for the best interest of the municipality

M. PAYMENT PROCESS

The Contractor shall invoice the Township on a monthly basis. Payment will be processed for approval at the following scheduled Council Meeting.

N. Termination

Default:

Non-performance of the Vendor in terms of specifications shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days written notice to the Vendor. The Township shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

If the Vendor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate this contract.

If the Vendor should persistently or repeatedly refuse or should fail to provide enough properly skilled workers or materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the Township shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Vendor shall be allowed seven (7) calendar days to remedy.

O. "Pay To Play":

NOTICE OF DISCLOSURE REQUIREMENT – P.L. 2005, CHAPTER 271, SECTION 3 REPORTING (N.J.S.A. 19:44A-20.27)

Any business entity that has received \$50,000.00 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website www.elec.state.nj.us or call 1-888 313-3532.

SPECIFICATIONS

The Contractor shall be responsible for all equipment, cleaning supplies, trash liners and paper products, such as toilet paper and paper towels. Cleaning and disinfectant products need to be classified as Environmentally Green Product. Specification sheets will be required for all products listed by Contractor naming all product names.

The Contractor shall comply with Recycling Policy of the Township. Recyclables shall be source separated and shall not be co-mingled with other solid waste.

MUNICIPAL BUILDING LOCATIONS

West Orange Town Hall
66 Main Street
West Orange NJ

*** West Orange Police Building
60 Main Street
West Orange, NJ

West Orange Senior Health Center
10 Gaston Street
West Orange, NJ

Department of Public Works/Engineering
25 Lakeside Avenue
West Orange, NJ

Department of Recreation
60 ½ Cherry Street
West Orange, NJ

West Orange Police Valley Road
Sub Station
549 Valley Road
West Orange, NJ

West Orange Police Washington St
Sub Station
92 Washington Street
West Orange, NJ

HOURS OF OPERATION

Monday to Friday 8:30 am – 4:30 pm

*** Exception 24 hours, 7 days a week

<u>HOLIDAYS OFFICES CLOSED</u>	<u>7</u>		
	<u>2019</u>	<u>2020</u>	<u>2021</u>
New Year's Day	January 1	January 1	January 1
Martin Luther King Day	January 21	January 20	January 18
Lincoln's Birthday	February 12	February 12	February 12

Presidents Day	February 18	February 17	February 15
Good Friday	April 19	April 10	April 2
Memorial Day	May 27	May 25	May 31
Independence Day	July 4	July 4	July 4
Labor Day	September 2	September 7	September 6
Columbus Day	October 14	October 12	October 11
Presidential Election	XXXXXX	November 3	XXXXXX
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 24	November 23	November 22
Thanksgiving Friday	November 25	November 24	November 23
Christmas Day	December 26	December 25	December 26

Building Location Codes:

Town Hall = 1
 Police Headquarters = 2
 Health Center = 3
 DPW/ENG = 4
 Recreation = 5
 Police Substation = 6 (92 Washington St.)
 Police Substation = 7 (549) Valley Rd.)

General Cleaning All Buildings Days Weekly **7 Days** **5 Days** **3 Days** **2Days** **1 Day**

* Empty and clean all waste baskets and replace liners when needed	2	1, 3	4, 5	6, 7
* Sweep and dust mop all hard floor surfaces and damp mop as needed	2	1, 3	4, 5	6, 7
* Dust office furniture, windows sills and all other surfaces up to 84" high	2	1, 3	4, 5	6, 7
* Damp wipe and polish all desk top surface if papers are cleared	2	1, 3	4, 5	6, 7
* Dust or damp wipe all telephones and affiliated equipment using antiseptic treated cloths	2	1, 3	4, 5	6, 7
* Remove all finger marks from doors, frames, partitions, and light switches	2	1, 3	4, 5	6, 7
* Clean all glass doors	2	1, 3	4, 5	6, 7

* Dust blinds					1, 2, 3, 4, 5, 6, & 7
* Vacuum upholstered furniture		* Once Monthly All Locations			
* Dust walls					1, 2, 3, 4, 5, 6, & 7
* Clean, polish and sanitize all drinking fountains	2	1, 3	4, 5	6, 7	
* High dust all vents, louvers, and molding				6, 7	1, 2, 3, 4, & 5
* Maintain janitor's closets in a neat orderly condition	2	1, 3	4, 5	6, 7	
* Leave on designed night lights and secure building	2	1, 3	4, 5	6, 7	
* Clean Elevator Cabs, including ceiling, floors, walls, and doors	2	1	N/A	N/A	N/A

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7

General Cleaning All Buildings Days Weekly **7 Days 5 Days 3 Days 2Days 1 Day**

*Sweep stairwells and landings wipe clean all railings and trim	2	1, 3	4, 5	6, 7
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Kitchen Areas & Meeting Rooms Weekly **7 Days 5 Days 3 Days 2Days 1 Day**

* Sweep and/ or dust mop all non- carpeted areas	2	1, 3	4, 5	6, 7
* Vacuum all carpeted areas –moving table and chairs	2	1, 3	4, 5	6, 7
* Empty and clean all wastebaskets, replacing liners as needed	2	1, 3	4, 5	6, 7
* Damp mop composition tile with a neutral solution	2	1, 3	4, 5	6, 7

* Wash and disinfect table and chairs leaving in an orderly manner	2	1, 3	4, 5,	6, 7
* Coffee rooms clean and shine all sinks spot wash walls and fixtures	2	1, 3	4, 5	6, 7
* Wash pedestals or legs of all tables & chairs				1, 2, 3, 4, 5, 6, & 7

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7

Restrooms/ Lavatories Weekly

7 Days 5 Days 3 Days 2Days 1 Day

* Damp whip and clean waste receptacles	2	1, 3	4, 5	6, 7
* Remove refuse to designated area	2	1, 3	4, 5	6, 7
* Clean, disinfect and deodorize all lavatory fixtures using high phenol coefficient cleaner	2	1, 3	4, 5	6, 7
* Clean and polish all mirrors, fixtures and counters	2	1, 3	4, 5	6, 7
* Hand dust all stall partitions and other surfaces	2	1, 3	4, 5	6, 7
* Spot clean walls and stalls	2	1, 3	4, 5	6, 7
* Wet mop all floors using a germicidal cleaner	2	1, 3	4, 5	6, 7
* Damp clean and refill all dispensers	2	1, 3	4, 5	6, 7
* Maintain clean all baseboards and floor drain plates	2	1, 3	4, 5	6, 7
* Full wash lavatory walls and stall partitions			1, 2, 3	4, 5, 6, 7

Building Location Codes:

Town Hall = 1

Police Headquarters = 2

Health Center = 3

DPW/ENG = 4

Recreation = 5

Police Substation (1) = 6

Police Substation (2) = 7

Floor Care Weekly

7 Days 5 Days 3 Days 2Days 1 Day

* Vacuum all carpeted areas, including edges and corners	2	1, 3	4, 5	6, 7
* Sweep and or dust mop all non-carpeted areas	2	1, 3	4, 5	6, 7
* Spot mop spillage in non-carpeted areas	2	1, 3	4, 5	6, 7
* Spot clean all carpeted areas (once carpets have been cleaned)				1, 2, 3, 4, 5, 6, 7
* Sweep and or vacuum, dust stairwells, landings and handrails	2	1, 3	4, 5	6, 7
* Wet mop stairwells	2	1, 3	4, 5	6, 7
* Maintain composition tile floors surfaces using an approved, non-injurious cleaning solution	2	1, 3	4, 5	6, 7

PROPOSAL FORM JANITORIAL SERVICES

The contract period for this service shall be for a period of Twenty four (24) months commencing January 2019 ending December 2020 with an option for one (1) year additional year, if acceptable by both parties. The undersigned states that they have carefully examined specifications, conditions, and instructions and hereby submits the following proposal:

Base Bid \$ 44,376.00
Annual

Forty Four Thousand Three Hundred Seventy Six Dollars
(amount in words)

Options:

(1) Hourly rate for buffing Floors \$ 35.00 / Per Laborer

(2) Hourly rate for shampooing carpeting \$ 35.00 / Per Laborer

Company Name Excellent Building Services Corporation

Address 70 South Jefferson Street
Orange, N.J. 07050

Telephone # 973-395-5620

Authorized Signature Simon Becerra

Print Name Simon Becerra

Title President

Date 10/23/18

THIS FORM MUST BE SUBMITTED BY THE BIDDER
(Enclose original bid and one copy, may be flash drive)

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Excellent Building Services Corporation
Print

Name of Contact Person: Jack Becerra
Print

Correspondence Address (including zip code):

70 South Jefferson Street
Orange, N.J. 07050

Purchase Order Address (including zip code):

70 South Jefferson Street
Orange, N.J. 07050

Payment Address (including zip code):

70 South Jefferson Street
Orange, N.J. 07050

Telephone Number: 973-395 5620

Fax Number: 973-395 5622

E-mail Address excellent.buildingservices@aol.com

Employer I.D. or S.S. # [REDACTED]

BIDDER'S REQUIREMENTS CHECK LIST

The following is a checklist of items, which must be submitted by all interested parties with their proposal:

- * Business Registration Certification S.B.
- Public Works Contractor's Certification
- * Bidder's Experience and Qualifications S.B.
- * Stockholders Disclosure Statement S.B.
- * Affirmative Action Compliance Notice S.B.
- * Bid Deposit (10% of bid not to exceed \$20,000.00) required S.B.
- * Completed Bid Proposal Form S.B.
- * Iranian Disclosure Statement S.B.
- * Acknowledgment of Addenda S.B.

Should any of the aforesaid items not be included with your bid proposal, please so indicate on this page and identify the reason for omitting such information on the space below:

Business Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate shall be provided at the time any bid or RFP is submitted; failure to do so is a fatal defect that cannot be cured. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

(REVISED 4/10)

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.

(continued)

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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

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

Yes _____ (If yes, submit a copy of such approval.)

No

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

Yes ✓ (If yes, submit a copy of such approval.)

No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: Excellent Building Services NAME: Simon Becerra

SIGNATURE: Simon Becerra TITLE: President

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

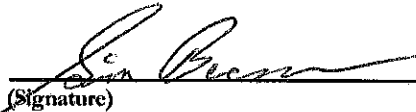
A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder..

Date:


(Signature)

Simona Becerra - President
(Name and Title)

Excellent Building Services Corporation
(Company Name)

70 South Jefferson Street
(Address)

Orange, NJ 07050

(Corporate Seal)

Subscribed and sworn to before me

this 23rd day of October, 2018

Notary Seal



KATTY BECERRA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 13, 2020

STOCKHOLDER DISCLOSURE CERTIFICATION

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

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

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Corp _____
Corporation X _____ Sole Proprietorship _____ Limited Liability Partnership _____
Subchapter S Corp _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW

Name: Simona Becerra

Home Address: 1011 Road 1

Livingston, N.J. 07039
Stockholders

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Sim Becerra
Owner or Representative Signature

Simona Becerra - President
Print Name & Title

NOTARY PUBLIC
Sworn before me this 23rd day of October 2018.

Katty Becerra

KATTY BECERRA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 13, 2020

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: Excellent Building Services Corporation

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- ☒ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ☒ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Sinara Becerra Signature: Sinara Becerra
Title: President Date: 10/23/18

TOWNSHIP OF WEST ORANGE

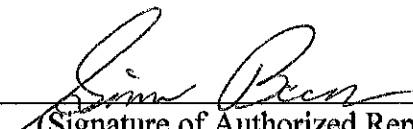
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☒ No addenda was received.

Acknowledged for: Excellent Building Services Corporation
(Company Name)

By: 
(Signature of Authorized Representative)

Name: Simona Buccia
(Print)

Title: President

Date: 10/23/18

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

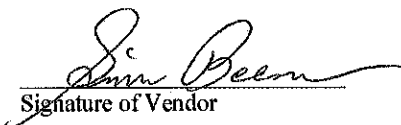
The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, 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 TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

I acknowledge:


Signature of Vendor

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON NJ 08646-0252

TAXPAYER NAME:

EXCELLENT BUILDING SERVICES CORPORATION

ADDRESS:

70 S JEFFERSON ST
ORANGE NJ 07050

EFFECTIVE DATE:

10/26/07

TRADE NAME:

SEQUENCE NUMBER:

1364473

ISSUANCE DATE:

10/26/07

James G. G...
Acting Director
New Jersey Division of Revenue

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

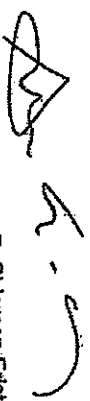
Certification 41382

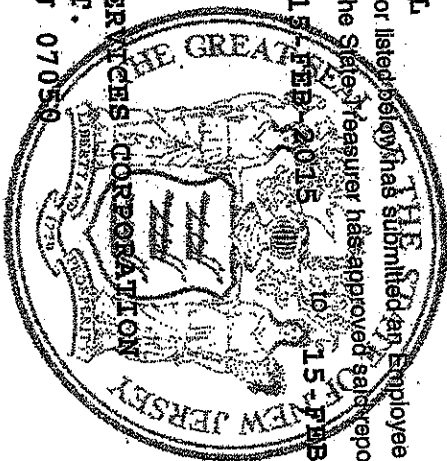
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2015 to 15-FEB-2022

EXCELLENT BUILDING SERVICES CORPORATION
70 SOUTH JEFFERSON ST.
ORANGE

NJ 07058


Andrew P. Sidamon-Eristoff
State Treasurer





EXCELLENT Building Services Corp.

FLOOR STRIPPING & WAXING • CARPET SHAMPOOS
RESIDENTIAL & COMMERCIAL CLEANING

REFERENCES

- 1- Hillsborough Township
379 South Branch Road
Hillsborough, NJ 08844
Contact: Rich Resavy
Tel: 908-369-3950
Performed services since 06/2009

- 2- Montville Township Library
90 Horseneck Road
Montville, NJ 07045
Contact: Jeanne Ivy
Tel: 973-402-0900
Performed services since 08/2004

- 3- Township Of West Orange
25 Lakeside Ave
West Orange, NJ 07052
Contact: Nicolas Salese
Tel.: 9733254160
Performed services since: 01/2008



EXCELLENT

Building Services Corp.

FLOOR STRIPPING & WAXING • CARPET SHAMPOOS
RESIDENTIAL & COMMERCIAL CLEANING

REFERENCES CONTD.

- 4- Bernards Township
1 Collyer Lane
Basking Ridge, NJ 07920
Contact: Francis Decibus
Tel: 9082043065
Performed since 01/2009

- 5- Hillsdale Township
380 Hillsdale Avenue
Hillsdale, NJ 07642
Contact: Jonathan DeJoseph
201-666-4800
Performed since: 6/2014

Excellent Building Services has over 20 Years of experience in the field of property maintenance.

Please feel free to contact us if you need any further References.



EXCELLENT Building Services Corp.

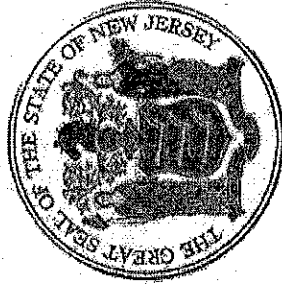
FLOOR STRIPPING & WAXING • CARPET SHAMPOOS
RESIDENTIAL & COMMERCIAL CLEANING

BIDDERS QUALIFICATIONS

1. Number of years performing Janitorial Service: Eleven (11) years
2. Names of supervisors assigned to contract: Ana Elizalde- 8 Years working with Excellent Building Service. Jack Becerra- 11 years working with Excellent Building Services. Flavio Becerra-11 years working with Excellent Building Services.
3. Location of Bidder's offices & facility where equipment may be inspected:
Excellent Building Services main office and warehouse is located at 70 South Jefferson Street Orange, NJ 07050. Equipment may be inspected at this location.
4. Name and telephone numbers of management and service personnel:
Ana Elizalde: Tel: 973-395-5620
Jack Becerra: Tel:973-868-9619
Flavio Becerra: Tel: 973-477-7709
Katty Becerra: Tel: 973-243-5519

Certificate Number
660736

Registration Date: 11/16/2016
Expiration Date: 11/15/2018



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Excellent Building Services Corporation
2016

Responsible Representative(s):

Simona Becerra, President

AR. Fichtner

Aaron R. Fichtner, Ph.D. Acting Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.