

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton

From: Edwin W. Schmierer, Esq.



Date: December 23, 2013

Re: Contract Award for Custodial Services

The Princeton Director of Infrastructure and Operations, Robert A. Hough, P.E. recommends that when the current custodial contract for the Princeton buildings expires at the end of January 2014, a contract be awarded to ACCSES New Jersey, Inc. This award would be made after Mr. Hough has examined the pricing set forth in ACCSES New Jersey, Inc. state contract #T1480, 77110.

I have therefore prepared and attach hereto the proposed resolution and agreement.

Since the ACCSES New Jersey, Inc. quote is good through January 2, 2014, we would appreciate your considering this resolution and the contract award at your meeting on December 27, 2013.

EWS:kaj

cc: Robert W. Bruschi, Administrator
Kathryn Monzo, Assistant Administrator
Linda S. McDermott, Clerk
Robert V. Kiser, P.E., Princeton Engineer
Robert A. Hough, P.E., Director

Department of Infrastructure and Operations

Memo

To: Mayor and Council

From: Robert A. Hough, P.E., Director of Infrastructure and Operations

Date: December 23, 2013

Re: Municipal Building Cleaning Services
Request to Award a Contract to ACCSES New Jersey, Inc.

During 2013, the Administration and the Department of Infrastructure and Operations have monitored the cleaning and maintenance of the municipal buildings. Specifically, the buildings that have been targeted have been Monument Hall, Witherspoon Hall, the Suzanne Patterson Center, the Recreation / IT Building and most recently the Witherspoon Street Fire House (weekly cleaning). During this time period, we have monitored the needs and uses of these buildings in light of the consolidation and relocation of various municipal departments and services. In addition, staff also evaluated the cost of cleaning services and whether it would be more efficient and cost effective to “move” the total cleaning of these buildings “in-house.”

Based on the above review and significant discussion between those that have managed the cleaning of these facilities, it is the recommendation of the Department of Infrastructure and Operations that Princeton contract the cleaning services for the above stated buildings with ACCSES New Jersey, Inc. (ACCSES). ACCSES currently has a state contract and Princeton’s contract with ACCSES will be based on those prices. The contract will be for a not to exceed amount of \$153,213.96. It is the intention to begin ACCSES’s services on or about February 1, 2014. The contract will be until the end of 2014.

Staff has had numerous meetings with ACCSES and have spoken to references including Lawrence Township which has used ACCSES’s services for the past 2 years. Contracting with ACCSES will require the termination of the current contract with EASTCO. The overall estimated savings is approximately \$16,000.00 with an increase of almost 40% more municipal building area to be cleaned.

As always, should you have any questions, please feel free to contact me.

CC: Robert W. Bruschi, Administrator
Kathryn Monzo, Deputy Administrator
Linda S. McDermott, Municipal Clerk

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, Princeton requires continued custodial services for the Princeton facilities located at Witherspoon Hall, Monument Hall, Recreation Building, Suzanne Patterson Building and the Witherspoon Street Firehouse; and

WHEREAS, the Director of Infrastructure and Operations has solicited proposals to undertake and continue custodial services to the buildings referenced hereinabove; and

WHEREAS, said Director has recommended that ACCSES New Jersey, Inc. be retained to provide said services commencing February 1, 2014 through January 31, 2015 pursuant to ACCSES New Jersey, Inc. New Jersey State Contract Number T-1480, 77110, Line Items 00018 and 00022; and

WHEREAS, the Princeton Chief Financial Officer has certified that funds are available for this purpose.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton as follows:

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into contract for a sum not to exceed one hundred fifty three thousand two hundred thirteen dollars and 96/100 (\$153,213.96) with ACCSES New Jersey, Inc., CNA Services, 150 W. State Street, Suite 120, Trenton, New Jersey 08608-1130 to provide custodial services to the Princeton facilities as referenced hereinabove.

13-345

2. The award of this contract is being made pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A.40A:11-12* since the goods and services being contracted for are being purchased under the above referenced state agency contracts.

3. A notice of the award of this contract shall be published in the Princeton Packet within ten (10) days of its adoption as provided for by law.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was considered and adopted by the Princeton Council at its regular meeting held on the 27th day of December, 2013.

Linda S. McDermott, Clerk
Princeton

**AGREEMENT FOR
MUNICIPAL CUSTODIAL SERVICES**

This Agreement is made as of December 27, 2013 by and between:

PRINCETON, a municipal corporation of the State of New Jersey with offices at
400 Witherspoon Street, Princeton, New Jersey 08540 ("**Princeton**"),

and

ACCSES NEW JERSEY, INC., CNA SERVICES, 150 W. State Street, Trenton,
New Jersey 08608-1130 ("**Contractor**").

In connection with the Contractor's proposal and Princeton's Resolution of award dated December 27, 2013, Princeton and Contractor hereby agree as follows:

A. Scope of Work.

The Contractor hereby agrees to furnish the goods and services as set forth in the Contractor's proposal dated December 3, 2013 (attached as Exhibit A), Princeton's specifications, and in accordance with the terms of the aforesaid Resolution, all of which are incorporated by reference into this Agreement.

B. Term.

1. The term of this Agreement is from February 1, 2014 through January 31, 2015.
2. Failure to complete the work as required in the proposal and specifications shall entitle Princeton to damages and/or to terminate the contract.
3. It is also agreed that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against Princeton arising out of or by reason of performances or non-performance of the Contractor's obligations under this Contract.

C. Contract Sum.

Based upon the Contractor's proposal and the aforesaid Resolution, the contract price is not to exceed \$153,213.96.

D. Hold Harmless Agreement.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless Princeton, its officers, agents and servants, and each and every one of them, against and from all suits and costs of

every description including but not limited to costs of legal and any claims under the Prevailing Wage rate laws, the Americans With Disabilities Act, and from all damages which Princeton or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor in the work, or through any act or omission on the part of the Contractor, his agents or employees.

E. Payment to Contractor.

In consideration of the Contractor's agreements set forth herein, Princeton hereby agrees to pay the Contractor for the work, when completed and a properly executed purchase order/voucher has been received and formally approved by Princeton at its subsequent regular meeting.

F. Required Documents.

1. Non-collusion Affidavit shall be submitted by the Contractor.
2. A disclosure statement, pursuant to *N.J.S.A. 52:25-24.2* (Chapter 33 of the Public Laws of 1977 shall be submitted by the Contractor.
3. A copy of current business registration certificate issued by the New Jersey Department of Treasury pursuant to Section 1 of P.L. 2001, c.134, as amended by P.L. 2004, c.57 (*N.J.S.A. 52:32-44*) shall be filed with the Princeton CFO in accordance with Exhibit B attached hereto and made a part hereof..
4. Contractor shall be required to comply with *N.J.S.A. 10:5-31 et seq.* (P.L. 1975, c.127) and *N.J.A.C. 17:27-1.1 et seq.*, concerning affirmative action, and any amendment thereto in accordance with Exhibit C attached hereto and made a part hereof.
5. Contractor shall be required to comply with Pay-to-Play Ordinance 2007-11 and shall complete all compliance forms furnished by the Princeton Clerk in accordance with Exhibit D attached hereto and made a part hereof.

G. Assignment.

This Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of Princeton.

H. Insurance.

Contractor will be required to purchase and to maintain during the life of the contract liability insurance policies which name Princeton as an additional insured, and shall be required to

provide evidence of insurance to Princeton to indicate such coverage; copies of the actual policies or policy endorsement may also be requested by Princeton. Any such certificates shall provide that Princeton shall be given at least 30 days prior written notice of any cancellation of, intention not to renew, or material change in such insurance coverage.

Such insurance shall be for a minimum of \$2,000,000.00, with a minimum of a combined single limit of \$2,000,000.00 for bodily injury and/or property damage per occurrence. Coverage shall include: Commercial General Liability, Auto Liability and Property Damage. The service company shall also provide evidence of workers' compensation insurance for its employees.

I. Misinterpretation of Contract Documents.

Contractor shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the contract documents on its part or because of any failure to become fully acquainted with any condition or provision of the contract documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

PRINCETON

Linda McDermott, Clerk

By: _____
Liz Lempert, Mayor

ACCSES NEW JERSEY, INC.

By: _____
President

Approved as to form and content.

Edwin W. Schmierer, Esq.
Princeton Attorney

V:\USERS\Edwin\PRTPW\2014 Agreements\ACCSES NEW JERSEY.wpd

EXHIBIT A

Quotation

ACCSES NEW JERSEY, INC.
 CNA SERVICES
 150 W. STATE STREET SUITE 120
 TRENTON, NJ 08608-1130

Quote Number:
 JQ-252

Quote Date:
 Dec 3, 2013

Page:
 1

Quoted to:
 400 WITHERSPOON STREET
 PRINCETON, NJ 08540

Ship to:

Customer ID	Good Thru	Payment Terms	Sales Rep / Purchase Order
MONI OF PRINCETON	1/2/14	Net 30 Days	

Quantity	Item	Description	Unit Price	Extension
73,540.00	JANITORIAL	SQUARE FOOTAGE ANNUAL COST DOES NOT INCLUDE PAPER, PLASTIC OR SOAP SUPPLIES DAILY SERVICE CONTRACT T-1480, 77110 LINE ITEM 00022	1.6500	121,341.00
1,488.00	PORTER SERVICE (10)	PORTER SERVICE - HOURLY RATE 6 HOURS PER DAY, CALCULATED ON 248 DAYS FOR 1 YEAR OF SERVICE CONTRACT T-1480, 77110 - LINE 00018 INCLUDES SERVICES TO BE PROVIDED AT: WITHERSPOON HALL RECREATION/T BUILDING MONUMENT HALL SUZANNE PATTERSON BLDG FIRE HOUSE	21.4200	31,872.96

Total	153,213.96
--------------	------------

EXHIBIT B

BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 (N.J.S.A. 52:32-44) imposes the following requirements on contractors and subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

A. Proof of Contractor's Business Registration

The contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

B. Proof of Subcontractors' Business Registration

The contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the contractor. Also, if the contractor subcontracts any of the work:

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Subcontractors through all tiers of the project must provide written notice to their subcontractors to submit proof of business registration, and subcontractors shall collect such proofs of business registration.
2. The contractor shall forward copies of proof of the subcontractors' business registrations to the contracting agency.
3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if not previously provided), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

A contractor or subcontractor who fails to provide proof of business registration or provides false information of business registration shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided under a contract with a contracting agency.

C. Sales and Use Tax

For the term of this contract, the contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and

Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the contractor subcontracts any of its work, the contractor shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT C

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5(a)1 and 4.3(a)1, each vendor (also referred to herein as "contractor") shall submit to the Township (also referred to as "public agency" or "agency"), after notification of award but prior to execution of a goods and services contract with the Township, one of the following three documents:

- (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 employee information report (Form AA302) provided by the Division and distributed to the Township to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall the Township accept an employee information report unless the contractor certifies and agrees to the following: The contractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

A contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said contractor one of the three documents listed above.

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

A. 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 all 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.

B. 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.

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

D. 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.

E. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with:

- (1) Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2; or
- (2) Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

G. 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;

H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

As required by N.J.S.A. 10:2-1 (“Discrimination in employment on public works; contract provisions; set-aside programs”), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Township, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Township, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Township of any prior violation of this section of the contract.

EXHIBIT D

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq.* (*i.e.*, in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the Township of Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Princeton when the Agreement is awarded.