

Warren County Community College
475 Route 57 West
Washington, N.J. 07882



Request for Bids:
Professional Lawn Care Services

19-4

Office of Campus Operations
Dennis Florentine
Dean of Administration

**475 Route 57 West
Washington, N.J. 07882**

REQUEST FOR BIDS: Professional Lawn Care Services

**WARREN COUNTY COMMUNITY COLLEGE
475 ROUTE 57 WEST
WASHINGTON, NJ 07882**

INDEX

- 1.0 SUMMARY**
 - 2.0 KEY DATES**
 - 3.0 MINIMUM REQUIREMENTS FOR ELIGIBLE BIDDERS**
 - 4.0 BACKGROUND ON THE RFB**
 - 5.0 TERM OF THE CONTRACT**
 - 6.0 PERFORMANCE REQUIREMENTS**
 - 7.0 BID REVIEW AND SELECTION**
 - 8.0 CONDITIONS OF BID**
 - 9.0 MANDATORY STATE LAWS**
 - 10. INSURANCE AND INDEMNIFICATION**
-
- FORM A: Bidder's Checklist**
 - FORM B: Bid Proposal Form**
 - FORM C: Acknowledgment of Receipt of Addenda**
 - FORM D: New Jersey Business Registration Certificate**
 - FORM E: Non-Collusion Affidavit**
 - FORM F: Stockholder Disclosure Certification**
 - FORM G: Disclosure of Investment Activities in Iran**
 - FORM H: Equal Employment Opportunity requirements**

FORM I: Affirmative Action Evidence

FORM J: Americans with Disabilities Act

FORM K: Specifications for services

FORM L: Form of Contract

1.0 SUMMARY

Warren County Community College (“College”) is issuing a Request for Bids (RFB) for Professional Lawn Care Services to begin on or about April 1, 2019 through on or about October 31, 2019 at its main campus in Washington Township, New Jersey. The awarded Contract is subject to a renewal option on the part of the College that would allow the College, in its sole discretion, to extend the Contract for a second and/or third year. Procurements made on behalf of Warren County Community College are subject to the County College Contracts Law, N.J.S.A. 18A:64A- 25.1 et seq., and in conjunction with Pay to Play legislation, N.J.S.A. 19:44A-20.4 et seq. WCCC is, by statute, exempt from New Jersey sales taxes.

Bids must be received by the College at the College’s Office of Campus Operations located at 475 Route 57 West, Washington, N.J. 07882, no later than January 23, 2019 at 1:00 pm. A site visit is planned for January 10, 2019 at 11:00 a.m. at the Main Campus. All Bids must be submitted in a sealed envelope and on the outside thereof shall be a reference to the WCCC Contract, which is the subject of the Bid. Bids may be submitted by mail, courier service, or hand delivery. Bids will not be opened until the formal bid opening on the scheduled Bid date. At the time and place of the scheduled Bid opening, the contracting agent of the College shall publicly receive the bids and thereupon immediately proceed to unseal them and publicly announce the contents, which announcement shall be made in the presence of any parties bidding or their agents who are immediately present. A proper record of the prices and terms shall be made. No bids shall be received after the time designated in the advertisement.

Bidders should carefully review the College’s RFB in order to gain a thorough understanding of its requirements and instructions for Bid submittal. Any questions must be submitted in writing by the date and time indicated in the RFB. The College will compile all of the questions and distribute the questions and answers via a formal addendum.

Notice of revisions or addenda to the advertisements or the Bid documents shall be published in a legal newspaper no later than seven days, Saturdays, Sundays and holidays excepted, prior to the Bid due date. Such notice shall be provided to any person who has submitted a Bid or who has received a copy of the RFB, in one of the following ways: (a) in writing by certified mail or (b) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender. Failure to obtain a receipt when good faith notice is sent or delivered to the address or telephone facsimile number on file with the College shall not be considered failure by the College to provide notice.

No portion of the scope of services encompassed by this RFB may be subcontracted by Bidder without the prior written consent of the College.

Bidders shall submit with their Bid all of the documentation requested herein, including, but not limited to the following items:

- (1) This Checklist (Form A);

- (2) Bidder's Bid Form (Form B);
- (3) Bidder's Acknowledgement of Receipt of Addenda (Form C);
- (4) Bidder's N.J. Business Registration Certificate (Form D);
- (5) Bidder's Non-Collusion Affidavit (Form E);
- (6) Bidder's Ownership Disclosure (Form F);
- (7) Bidder's Disclosure of its Investment Activities in Iran (Form G);
- (8) Bidder's EEO Agreement (Form H);
- (9) Bidder's Affirmative Action Evidence (Form I);
- (10) Bidder's Agreement re: Americans with Disabilities Act (Form J);

It is imperative that all of the required forms are properly completed and submitted with the Bid; otherwise, the Bid may be rejected.

2.0 **KEY DATES**

- Request for Bids (RFB) Available: December 20, 2018
- Site Visit at 11:00 am to meet at the Washington main campus in the Office of Campus Operations, located at 475 Route 57 West, Washington, N.J. 07882. January 10, 2019
- Any Clarification Questions on the RFB must be received by the College in writing by: January 14, 2019

Inquiries will not be accepted by telephone. All Bidders who received RFBs will receive copies of both the question asked and answer given by the College.

Questions concerning this request can be addressed, e-mailed (or faxed) to:

Dennis Florentine
 Dean of Administration
 Warren County Community College
 475 Route 57 West
 Washington, NJ 07882
 Fax: (908) 689-9262
 Email: dflorentine@warren.edu

- College will respond to all potential Bidders with answers to clarifying questions by: January 16, 2019
- Bids must be received by the College by 1:00 pm on: January 23, 2019

An original and two copies of required response to the RFB must be delivered by January 23, 2019 by no later than 1:00 pm to the following address:

**Office of Campus Operations
Warren County Community College
475 Route 57 West
Washington, NJ 07882**

- Tentative Decision Date for Contract Award
by Board of Trustees : February 13, 2019

3.0 MINIMUM REQUIREMENTS FOR ELIGIBLE BIDDERS

3.1 The Bidder shall, at a minimum, have three years' experience in providing the services identified in the **Specifications of Services** attached to the RFB as Form L (the "Services") within an educational facility. Bidders must include a current list of a representative sampling of clients served by the organization, including the name and address of the administrator most familiar with their services. At least two currently served schools or colleges should be listed, if the organization currently serves two such facilities. The list is to accompany the bid.

3.2 The Contractor shall provide for a criminal investigation background check on all employees prior to start of work. No employee shall be permitted to work at the College prior to this check or if this check reveals a criminal background.

3.3 The Contractor shall be able to provide the Services for the hours of operation set forth in the Specifications of Services.

3.4 The Contractor shall identify a supervisor of operations and shall seek to maintain that person as supervisor throughout the length of the Contract.

3.5 REQUIRED QUALIFICATIONS

3.5.1 Knowledge of the services, management and operations of the scope of Services identified in this RFB in New Jersey based educational facilities demonstrating sensitivity to the needs and demands of faculty, administration, students and staff.

3.5.2 Experience in providing, operating and managing the Services for facilities of similar size and scope to the College.

3.5.3 Line and staff support to provide an effective quality control program and available technical support when required by the College.

3.5.4 Provide the required number of qualified and experienced on-site employees who will be managed by the Contractor.

3.6 RIGHT TO REJECT BASED ON RECORD OF POOR PERFORMANCE.

The College reserves the right to contact persons of any facility served by the Contractor's organization to solicit assessments as to the overall quality of performance. A record of poor performance on prior and/or current educational facilities contracts by a bidder submitting a lower priced bid is sufficient basis for the College to reject the bid, as evidenced by termination for cause, and revocation of any application registration or licensing. Notice of a decision to reject the bid shall be provided to the bidder at the time the notice of intent to award is determined by the College. The bidder will be given an opportunity to be heard through an informal process concerning any decision to reject based on poor performance prior to award of the Contract.

4.0 BACKGROUND ON THE RFB

The College is a fully accredited, two-year institution of higher education offering Associate's degrees and certification in a variety of academic areas. The College is open year-round, although its peak periods of operation are September through December and January through mid-May. The College serves approximately 2,000 students on campus, 63 full-time faculty, staff and administration, and over 100 part-time instructors. Classes are held Monday through Thursday from 8:00 am to 10:20 pm and generally 9:00 am to 5:00 pm on Fridays and Saturdays.

During the months of October, November and April, the College may conduct "Power Pack" weekends extending classes through Sunday afternoons. This program is only offered at the Washington main campus.

During the period between Christmas and New Year's Day, the College is closed. Beginning the day after New Years' up to the start of spring break, the College's administrative offices are open.

The College's Main Campus, located at 475 Route 57 West, Washington, NJ, is situated over approximately 80 acres of property with two buildings. The main building consists of two floors housing classrooms, labs, administrative office space and storage. The square footage is 82,000 sq. ft.

The College also has an Education Center located at 445 Marshall Street, Phillipsburg, NJ, eight miles west of the Main Campus. The College utilizes only a portion of this building, consisting of 27,400 sq. ft., which houses classrooms, office space and common areas.

5.0 TERM OF THE CONTRACT

The Contract awarded shall be for the period on or about April 1, 2019 through on or about October 31, 2019 with two renewable one-year terms for the periods on or about April 1, 2020 through on or about October 31, 2020 and on or about April 1, 2021 through on or about October 31, 2021 pending approval by the College Board of Trustees. Such renewals shall be solely at the option of the College and on the terms described in this RFB.

The College, for its convenience and without cause, may terminate the Contract thirty days after giving the vendor prior written notice of such intent. If the Contractor fails to comply with any of the obligations of the Agreement and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within a reasonable time, the College shall have the right to terminate the Agreement for cause immediately.

6.0 PERFORMANCE REQUIREMENTS

6.1 REQUIREMENTS

- 6.1.1 Bidders must submit with their Bid a detailed summary of the Contractor's Quality Assurance Program and Employee Training program.
- 6.1.2 The Contractor must comply with all local, state and federal laws and regulations, including payment of at least minimum wages, equal employment opportunity and affirmative action requirements.
- 6.1.3 The Contractor must procure and maintain the insurance policies with the indicated limits as defined in Section 10.
- 6.1.4 The Contractor shall provide for a criminal investigation background check on all employees prior to start of work. No employee shall be permitted to work at the College prior to this check or if this check reveals a criminal background.
- 6.1.5 The Contractor must provide an employee "Right-to-Know" program.

7.0 BID REVIEW AND SELECTION

- 7.1 The Bidder shall furnish and include all the forms, information and data requested in this RFB. All statements by Bidders shall be complete and accurate. The College reserves the right to reject any bid containing any material defects, omissions, inaccuracies or misstatements. The College reserves the right to waive minor elements of non-compliance.
- 7.2 **The Contract shall be awarded to the lowest responsible and responsive Bidder.**
- 7.3 The College reserves the right to reject any or all bids, including the bids of bidders who have demonstrated poor performance records on past contracts.

8.0 CONDITIONS OF BID

- 8.1 By submitting a Bid, the Bidder consents to, and agrees to abide by, all conditions and requirements set forth in the RFB. The contents of the RFB shall constitute a part of the awarded Contract and shall not be subject to a post-award objection of the Bidder. The pricing found in the successful Bid, as well as any assurances, guarantees, and promises of the Bidder found in such Bid, shall constitute a part of the awarded Contract.
- 8.2 All materials submitted by the Bidder in response to this RFB become the exclusive property of the College.
- 8.3 By submitting a Bid, the Contractor covenants and agrees that it is satisfied, through its own investigation of the conditions to be met, that it fully understands its obligations; and that it will not make any claim for, or have right to, cancellation or relief without penalty because of any misunderstanding or lack of information.
- 8.4 N.J.S.A. 54:32 B-1 et seq. exempts all services and materials sold to county colleges from sales or use taxes. Contractor shall not include these taxes when calculating pricing.
- 8.5 Independent Status of Contractor – If awarded a contract or purchase agreement, the contractor’s status shall be that of an independent contractor and not an employee of the College.

9.0 MANDATORY STATE LAWS

- 9.1 **Business Registration** – Pursuant to N.J.S.A. 52:32-44, the College is prohibited from entering into a contract with an entity unless the bidder has a valid Business Registration Certificate on file with the Division of Revenue.
- 9.2 **Corporate Authority** – All New Jersey corporations must obtain a Certificate of Incorporation from the Department of the Treasury, Division of Revenue, prior to conducting business in the State.
- 9.3 **Ownership Disclosure** – All bidders shall submit with their bid a statement of ownership disclosure identifying the names and addresses of all its owners holding 10% or more of the corporation or partnership’s stock or interest, in accordance with N.J.S.A. 52:25-24.2.
- 9.4 **Anti-Discrimination** – All parties to any contract with the College agree not to discriminate in employment and agree to abide by all anti-discrimination laws

including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq., and N.J.S.A. 10:5-31 through 10:5-38, and N.J.A.C. 17:27 et seq., and all other application rules and regulations.

- 9.5 **Americans with Disabilities Act** – The contractor must comply with all provisions of the Americans with Disabilities Act (“ADA”), L.L. 101-336, in accordance with 42 U.S.C. 12101.
- 9.6 **Pay to Play Prohibitions** – Pursuant to N.J.S.A. 19:44A-20.13 et seq., and specifically N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to: (a) make or solicit a contribution in violation of the statute; (b) knowingly conceal or misrepresent a contribution given or received; (c) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; or perform any other acts in contravention of applicable law.
- 9.7 **Political Contribution Disclosure** -- The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-10.27 if in a calendar year the contractor receives on or more contracts valued at \$50,000 or more.
- 9.8 **Buy American** – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States.
- 9.9 **OSHA compliance** – If awarded a contract or purchase order, the contractor agrees to comply with all applicable Occupational Safety and Health Administration code requirements.
- 9.10 **Subcontracting** – The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the College. Such consent, if granted, shall not relieve the contractor of any of its responsibilities under the contract.

10. INSURANCE AND INDEMNIFICATION

- 10.1 **Indemnification** – If awarded, the contract or purchase order, the contractor or vendor shall assume the risk of an responsibility for, and agrees to indemnify, defend and save harmless the College and its employees from and against any and all claims, demands, suits, actions, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever arising from or resulting from the work, services or materials supplied under the contract or

purchase order. This indemnification provision is not limited by, but is in addition to the insurance obligations contained in the contract or purchase order.

- 10.2 **Insurance Requirements** – If awarded the contract or purchase order, the contractor or vendor shall assume all responsibility for its actions and those of anyone working for it while engaged in or traveling to or from any work, service or activity connected with the Services. The contractor shall carry sufficient insurance to protect it and the College from any property damage or bodily injury claims arising out of the performance of the Services.

Evidence of current insurance coverage shall be provided in the form of a certificate that shall be submitted no later than ten days after receipt of the notice of intent to award the contract or purchase order.

The successful contractor or vendor shall provide the following minimum insurance coverage:

- (A) Worker's Compensation insurance coverage and Employer's Liability insurance coverage as required by applicable State and federal law, with limits of not less than \$1,000,000.000 bodily injury, each occurrence; \$1,000,000.00 disease, each employee; and \$1,000,000.00 disease aggregate limit.
- (B) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the College as an additional insured. Limits of liability shall be a combined single limit of \$1,000,000.00.
- (C) Comprehensive automobile policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000.00 combined single limit.
- (D) Excess Liability-Umbrella Insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer's liability insurance shall be provided with minimum limits of three million dollars (\$3,000,000) per occurrence, three million dollars (\$3,000,000) general aggregate, and three million dollars (\$3,000,000) products/completed operations.

- 10.2.1 All required insurance must be in effect not later than 12:01 a.m. at the start of the day of the contract or purchase order and remain in effect for the duration of the contract or purchase order, including any extensions.

- 10.2.2 Liability insurance must remain in effect for ninety days following termination of all work or services.

BIDDER'S CHECKLIST RE: KEY SUBMISSIONS

Bidder has carefully reviewed its completed Bid on this Contract and has verified that it has included the following items in its Bid Submission and has indicated such verification by the check marks below. A failure to include this checklist and any of the following items with the Bidder's Bid shall result in rejection of the Bid

<u>Written Submissions</u>	<u>Bidder's Check Marks</u>
This Checklist (Form A)	[]
Bidder's Bid Form (Form B)	[]
Bidder's Acknowledgement of Receipt of Addenda (Form C)	[]
Bidder's N.J. Business Registration Certificate (Form D)	[]
Bidder's Non-Collusion Affidavit (Form E)	[]
Bidder's Ownership Disclosure (Form F)	[]
Bidder's Disclosure of its Investment Activities in Iran (Form G)	[]
Bidder's EEO Agreement (Form H)	[]
Bidder's Affirmative Action Evidence (Form I)	[]
Bidder's Agreement re: Americans with Disabilities Act (Form J)	[]
Specifications for Services (Form K)	[]

PLEASE SUBMIT WITH BID.

BID PROPOSAL FORM

To: Warren County Community College
475 Route 57 West
Washington, New Jersey 07822
Attention: Dennis Florentine, Dean of Administration

The undersigned hereby proposes to furnish and deliver weekly basic services billed monthly as specified in the College's RFB for the following price(s):

_____ \$ _____
per month
(AMOUNTS TO BE SHOWN IN BOTH WORDS AND FIGURES*),

Bidder shall also set forth its proposed pricing on Form L, Specifications for Services, and submit Form L with its Bid Proposal.

The Bidder's initial-year's price submitted above shall be the basis for determining the Contract award. The College has the option of renewing the awarded contract for a second and third year based on the recommendation of the College and approval of the College's Board of Trustees.

The undersigned Bidder certifies that: (1) its representatives have read and fully understand the terms and conditions of the College's RFB; (2) Bidder's performance of the awarded Contract will strictly comply with the RFB and applicable laws and regulations; (3) Bidder meets all of the qualifications needed to perform the scope of services contemplated by its prices and the RFB; and (4) the individual signing below is duly empowered by Bidder to so sign and such signature will legally bind the Bidder to its Bid.

Print name of bidder: _____

Signature of Bidder's Representative: _____

Print Name of Signatory & Signatory's Title: _____

Bidder's Taxpayer I.D. #: _____

Bidder's Address: _____

Bidder's Telephone No.: _____

***Where there is a conflict between the amount stated in words and the amount stated in numbers, the amount stated in words shall be deemed to control.**

Failure to sign this Bid Proposal form shall result in mandatory rejection of the bid.

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.

BIDDER'S ACKNOWLEDGEMENT OF RECEIPT OF ALL ADDENDA (IF ANY)
(FAILURE TO INCLUDE WITH BID SHALL RESULT IN BID REJECTION)

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

Signature of Bidder's Representative

Name and Title of Signatory

Date of Signature

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.

FORM D

**ATTACH HERETO BIDDER'S NEW JERSEY BUSINESS
REGISTRATION CERTIFICATE – SUBMIT WITH BID**

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
) SS
COUNTY OF WARREN)

I _____ of the City of _____ in the County of _____ and the State of _____ being of full age, being duly sworn according to law on my oath deposit and that:

I am _____ of the firm of _____, the Bidder making the Bid for the above-named project, and that I executed the said Bid 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, competition in connection with the above named action, in restraint of free, competition in connection with the above named project; and that all statements contained in said Bid and in this Warren County Community College relies upon the truth of the statements contained in said Bid, and this affidavit and in any statements contained in the Bid, in this affidavit and in any statements requested by the College showing evidence of qualifications in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contact 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

(Name of Contractor)

Subscribed and sworn to
Before me this _____ day
of _____, 20__

(Also type or print name of affiant under signature)

NOTARY PUBLIC OF:
MY COMMISSION EXPIRES:

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.

FORM F

Name of Form:	STOCKHOLDER DISCLOSURE CERTIFICATION
Statutory Reference:	N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)
Instructions Reference:	Statutory and Other Requirements VII-C
Description:	Meets statutory criteria for disclosure of Bidder's ownership.

No corporation or partnership shall be awarded any Contract 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 statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the Bidder to submit the required information is cause for automatic rejection of the bid.

**WARREN COUNTY COMMUNITY COLLEGE
STOCKHOLDERS DISCLOSURE FORM**

BIDDER'S NAME _____

BIDDER'S ADDRESS _____

I certify that the list below contains the names and home addresses of all owners of 10% or more of the undersigned.

OR

I certify that no one owner of the undersigned owns 10% or more of the undersigned.

If a legal entity, *i.e.* a non-individual, owns a 10% or greater interest in the undersigned, then the undersigned shall identify all who own 10% or more of such entity. If no one owns 10% or more of such owning entity, undersigned shall expressly attest to that. If, at this second ownership-identification level, there is still an entity identified as a 10% or greater owner, all 10% or greater owners in such entity must also be identified. This multi-tier, ownership-identification process must continue to the level where the final ownership does **not** include a legal entity, but, rather, includes only individuals. Complete the affidavit at the bottom of form.

Check the box that represents the type of undersigned's business organization:

- Partnership
- Limited Partnership
- Subchapter S Corporation
- Corporation
- Limited Liability Corporation
- Sole Proprietorship
- Limited Liability Partnership

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

10% or Greater of Owners of Undersigned:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

FORM F CONT'D

10% or Greater of Owners of Owners of 10% or Greater of Undersigned:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn
before me this _____ day of _____, 20__ .

(Affiant)

(Notary Public)

(Print name & title of affiant)

(Corporate Seal)

My Commission expires:

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

 BIDDER/OFFEROR:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to N.J.S.A. 18A: 64A-25.43, 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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in Investment activities in Iran. The Chapter 25 list is found on the Division's website at:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders, **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Bidder's Bid non-responsive.** If the Director finds a person or entity to be in violation of 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 the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, c. 25, that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to N.J.S.A. 18A: 64A-25.43 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer "or representative of the entity listed above and I am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

- I am unable to certify as above because the Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the Bid 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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

FORM G CONT'D

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ADD A SIGNED RIDER.

Name	Relationship to Bidder/Offeror;
_____	_____
Description of Activities:	

Duration of Engagement:	Anticipated Cessation Date:
_____	_____
Bidder/Offeror 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 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 State to notify the State 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 agreements with the College and that the College at its option may declare any Contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Title:

Date:

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.

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.

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.

FORM H CONT'D

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.**

Bidder, by signing below, agrees to fully comply with the foregoing requirements and to ensure that any subcontractors also strictly comply therewith:

Bidder's Name

Bidder's Binding Signature

Name of Signatory

Title of Signatory

DATE: _____

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.

AFFIRMATIVE ACTION EVIDENCE

PROCUREMENT AND SERVICE CONTRACTS

“Bidders are required to comply with the requirements of P.L. 1975 c. 127”

A. All Contracts

- 1. Within seven (7) days after receipt of the notification of intent to award this Contract or receipt of the Contract, whichever is sooner, a procurement Contractor should present one of the following to Warren County Community College.
 - a. An existing federally approved or sanctioned affirmative action program.
 - b. A Certificate of Employee Information Report Approval.
 - c. If the Contractor cannot present “a” or “b”, the Contractor is required to submit a completed employee Information Report (Form AA302). This form will be made available to the Contracts by the Warren County Community College

The following questions must be answered by all Bidders:

- 1. Do you have a federally approved sanctioned Affirmative Action Program?
 - () YES () NO
 - a. **If yes, please submit a photo static copy of such approval.**

- 2. Do you have a State of New Jersey certificate of Employee Information Report approval?
 - () YES () NO
 - a. **If yes, please submit.**

Bidder, by signing below, agrees to fully comply with the foregoing requirements and to ensure that any subcontractors also strictly comply therewith:

Bidder’s Name

Date: _____

Bidder’s Binding Signature

Name of Signatory

Title of Signatory

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.

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

The successful Bidder does 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, 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 WCCC pursuant to this Contract, the successful Bidder agrees that the performance shall be in strict compliance with the Act. In the event that the successful Bidder, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the successful Bidder shall defend WCCC in any action or administrative proceeding commenced pursuant to this Act. The successful Bidder 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 successful Bidder 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 successful Bidder 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 WCCC 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.

WCCC shall, as soon as practicable after a claim has been made against it, give written notice thereof to the successful Bidder 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 successful Bidder 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 WCCC of the services provided by the Contractor pursuant to this Contract will not relieve the successful Bidder of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless WCCC pursuant to this paragraph.

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

Bidder's Name: _____

Bidder's Binding Signature: _____

Name of Signatory: _____

Title of Signatory: _____

Date: _____

SPECIFICATIONS FOR SERVICES

The selected lawn maintenance/ landscaping contractor (herein referred to as the contractor) shall furnish all expertise, labor and resources in accordance with industry standards. The following summarizes the scope of services that the contractor will be required to perform:

1. WEEKLY BASIC MANDATORY SERVICES

- a. Weekly grass cutting beginning on or about the second week of April 2019 and terminating on or about the last week of October 2019
- b. Trimming and edging of all beds, walks and curbs as needed
- c. Clearing of grass from walks and paved surfaces weekly in conjunction with grass cutting
- d. Rubbish removal from lawns and beds weekly
- e. Bi-weekly mowing of the “nature” walking paths between the rear College lawn and the Pohatcong stream
- f. Weeding of flowerbeds as needed.
- g. Grass seeding as needed
- h. Pruning of all shrubs and bushes as needed
- i. Leaf cleanup as determined by the Dean of Administration (this may extend into early November)

2. SPECIAL SERVICES PER OCCURRENCE

- a. Lawn weed killer application during the second week of May 2019 at \$_____ per application inclusive of labor
- b. Supply and install double ground hardwood mulch in flower beds on or about the first week of May 2019 at \$_____ per cubic yard inclusive of labor
- c. Fertilize grounds around building once on or about the third week of October 2019 at \$_____per application inclusive of labor

3. GRADUATION SERVICES

The following services shall be provided by the Contractor to coincide with Graduation Ceremonies during the week of May 13, 2019 - May 18, 2019. All work must be completed by 5:00 pm on Friday May 17, 2019. Commencement is on Saturday May 18, 2019.

- a. Additional grass cutting if identified by the College as needed
- b. Clearing of grass from walks and paved surfaces
- c. Additional trimming and edging of all beds, walks and curbs
- d. Rubbish removal from lawns and beds
- e. Weed removal from all beds

4. OPTIONAL SERVICES

The College may request additional services to be performed by the contractor. These shall be billed at an hourly rate unless a flat rate is agreed upon by both the College and the Contractor. The College reserves the right to contract with other entities for services not identified in Paragraphs 2 and 3 above.

5. COMPENSATION

In consideration for the services of contractor provided to Warren County Community College, the College agrees to pay the contractor as compensation for services as identified in subparagraph.

- a. Weekly basic services as identified in section 1 shall be invoiced monthly for a price of \$ _____ per month.
 - i. Optional second year weekly basic services price of \$ _____ per month
 - ii. Optional third year weekly basic services price of \$ _____ per month

- b. Items in paragraph 4 shall be billed per occurrence at an hourly rate unless a flat rate is agreed upon.
 - i. Hourly labor rate \$ _____ per hour per person
 - ii. Optional second year hourly labor rate at \$ _____ per hour per person
 - iii. Optional third year hourly labor rate at \$ _____ per hour per person

CONTRACT

THIS AGREEMENT is made the _____ day of _____, 2018 between **WARREN COUNTY COMMUNITY COLLEGE** (“Owner”) and _____ (“Contractor”) whose address is _____.

Owner and Contractor, pursuant to Owner’s solicitation of competitive Bids for _____ Services (“Contract”) and Owner’s award of such Contract to Contractor as the lowest responsive and responsible Bidder, covenant and agree as follows:

1. Contractor shall, in accordance with and subject to, the terms and conditions of this Contract, be entitled to be paid the sum of \$_____ for weekly basic services billed monthly, and at the rates set forth in Form L of the Bid Proposal for other services.
2. The respective rights and obligations of Owner and Contractor under this Contract are as set forth in the following documents, which shall comprise the Parties’ Contract: (a) the Request for Bids; (b) the complete contents of Contractor’s successful Bid submission; (c) this Agreement, including the General Terms and Conditions; (d) the Specifications of Services; and (e) any written Contract modification jointly executed by the Parties to the Contract. To the extent there are any conflicts between this Agreement and the Request for Bids, this Agreement shall govern.
3. The above-listed Contract documents are incorporated herein by reference with the same legal effect as if fully set forth herein.

GENERAL CONTRACT TERMS AND CONDITIONS

Unless the Contractor is specifically instructed otherwise in the Request for Bids or Proposals, the following General Terms & Conditions shall apply to, and be incorporated into, Contractor’s Contract with Warren County Community College (“Owner”). These General Terms & Conditions are in addition to any covenants, obligations, commitments, representations, requirements, terms, conditions, assurances, and promises, set forth in the Owner’s Request for

Bids/Proposals and any requirements imposed by applicable law (collectively “Contract”). These General Terms & Conditions are not negotiable by the Contractor post-bid. By submitting its Bid/Proposal, Contractor unequivocally and unconditionally agrees to be strictly bound by these General Terms & Conditions, as part of the awarded Contract. To the extent that any provision in these General Terms & Conditions conflicts with any requirement of the Owner’s Request for Bids/Proposals, the Request for Bids/Proposal, as modified, supplemented, or clarified by any pre-bid Addenda or Clarifications issued by Owner.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

1.1 CORPORATE AUTHORITY: N.J.S.A. 14A:13-3 requires that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey. Contractor represents that it has fully complied with such requirements and that it shall be in strict compliance for the duration of this Contract.

1.2 ANTI-DISCRIMINATION: All parties to any Contract with the Owner agree not to discriminate in employment and agree to abide by all anti-discrimination laws including, but not limited, to those contained in N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

1.3 WAGES PAID TO CONTRACTOR’S EMPLOYEES: Contractor, in paying its employees involved in the performance of its Contract services, shall strictly comply with all applicable legal requirements, including payment of at least the minimum wage.

1.4 SUSPENSION/DISBARMENT: The Contractor’s signature on its Bid/Proposal guarantees that neither it nor any of its subcontractors has been suspended or debarred by New Jersey’s Department of Labor and Workforce Development or any other State or local agency.

1.5 AFFIRMATIVE ACTION: Owner is committed to affirmative action and equal opportunity in all areas of operation. The Bidder must certify that it has an affirmative action/equal employment opportunity program in compliance with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. If, prior to or at the time the Owner submits a Contract for signing, Contractor does not submit to the Owner written evidence of an existing federally approved or sanctioned Affirmative Action Program; then, no later than three days after execution of the Contract, Contractor shall complete and submit to the Owner the appropriate forms.

1.6 Sales Taxes: Owner is statutorily exempt from sales and use taxes on all services and materials purchased by Owner. Contractor shall not include them in its Bid price or when calculating its price for an Owner-issued Contract modification.

1.7 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE AND SALES AND USE TAX REQUIREMENTS: P.L. 2004, c.57: On June 29, 2004, A-3130 (P.L. 2004,

C.57). The Contractor shall comply with "Contractor Use Tax Registration and Collection Legislation." Accordingly, Contractor is required to comply with the following:

- a) **Business Registration Certificate Requirements:** The law requires public entities, including the Owner, to obtain and collect State of New Jersey, Department of Treasury Certificates of Business Registration from all Contracted parties with whom they conduct business. Contractor should have provided a current Certificate of Business Registration (or interim registration) as part of its Bid/Proposal. To the extent that the Contractor should retain any subcontractors, Contractor shall, in advance of so doing, seek written approval by the Owner and provide such subcontractors' N.J. Business Registration Certificate. Contractor shall indemnify, defend and hold the Owner harmless from and against any and all fines, taxes, penalties, interest, claims, losses, costs, expenses, liabilities or damages arising out of or in connection with the Contractor's failure to comply with these requirements.
- b) **New Jersey Sales and Use Tax Requirements:** Pursuant to the same law, all Contractors, or any of their affiliates, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A. 54:32B-1 *et seq.*), regardless of whether the tangible personal property is intended for a Contract with a Contracting agency. This tax shall be remitted for the term of the Contract. The successful Bidder agrees to comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Registration and Collection Legislation.

1.8 AMERICANS WITH DISABILITIES ACT: Contractor shall comply with the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request by the Owner.

1.9. LICENSING: Contractor represents that it possesses any license or permits that may be required to perform its Contract work.

1.10 OSHA: Contractor shall comply with all applicable requirements of the Occupational Safety and Health Act, 29 U.S.C. 15, in performance of the work and services of this Contract.

2. INDEPENDENT CONTRACTOR: Contractor is not an agent of Owner. Contractor is an independent Contractor of Owner.

3. SCOPE OF WORK

3.1 CONTRACTOR'S GENERAL RESPONSIBILITY: Contractor shall, at its Contract price, furnish, provide and supply all the services materials, labor, equipment, tools and appliances (hereinafter the "Services") necessary and proper for the completion of the work and

services identified in the attached “Specifications for Services” in a workmanlike manner in strict accordance with the Contract.

3.2 MINIMUM CREW: Contractor shall provide sufficient skilled employees and at least one supervisor for each shift to provide Services at the Main Campus.

3.3 SUPERVISOR: Contractor identifies the following individual(s) to work as one of the employees at the Main Campus. This person shall act as the supervisor and the contact person for discussions with the College. Contractor shall seek to maintain this person as supervisor through the term of the Contract:

Name: _____

Mobile Phone: _____

3.4 WORK HOURS: Contractor agrees to perform its Services from _____ A.M. to _____ P.M. from Monday through Friday, and _____ A.M. to _____ P.M. on Saturday, unless the Main Campus is closed for holidays or weather emergencies. **Not Applicable**

3.5 RECORDS: Contractor shall maintain records for the products and/or services delivered to Owner for a period of five years from date of final payment. Such records shall be made available to owner upon request for purposes of conducting an audit or for ascertaining information regarding the dollar volume or number of transactions.

4. SUBCONTRACTORS: No subcontractors are permitted under this Contract.

5. LIABILITY

5.1 INDEMNIFICATION: To the broadest and fullest extent allowable by applicable law, Contractor shall, defend, indemnify and hold harmless the Owner, its departments, agencies, boards, trustees, commissions, officers, officials, agents, servants, administrators and employees (“indemnities”) from and against any and all manner, type, variety, and category of claims, demands, actions, and liability, direct or indirect, for property damage (personal and real), bodily injury (including death), economic loss, and/or legal fees, arising, in whole or in part, out of Contractor’s performance, or failure to perform, its responsibilities under its Contract. The “defense” aspect of this Contractor obligation shall be implemented by Contractor paying the legal bills of the indemnitee, who shall have the unfettered right to select counsel of its choosing. Further, to the extent that an indemnitee is compelled to undertake an enforcement action against Contractor in order to obtain Contractor’s compliance with the obligations specified in this paragraph, such indemnitee shall be entitled to recover its expenses incurred in connection with such enforcement proceedings, including, but not limited to, indemnitee’s counsel fees and expert fees. Also, to the extent that any monies are owed to an indemnitee by Contractor hereunder and not paid within 30 days of being billed, indemnitee shall be entitled to recover interest from Contractor on said sum at the rate of 7% per annum. Contractor’s

obligations and liability under this paragraph shall survive termination or completion of its Contract and shall not be limited by any required insurance coverages. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement. If any aspect of this indemnification obligation is adjudicated to be unenforceable as a matter of law, this indemnification shall be enforced to the extent that it is legally enforceable.

The foregoing defense, indemnity, and hold harmless obligation of Contractor shall in no way limit or diminish the other obligations assumed by the Contractor under this Contract and shall not be construed either to relieve Contractor from any liability or to preclude Owner from taking any other action available to it under any other Contract provisions or applicable law. No approval, payment, or acceptance by Owner under the terms of this Contract shall, in any manner and to any extent, waive or diminish Contractor's aforesaid obligation to defend, indemnify and hold harmless the Indemnitees.

Owner assumes no obligation to defend, indemnify or save harmless Contractor, its agents, servants, employees and subcontractors, for any claim which may arise out of their performance of this Contract.

5.2 LIABILITY FOR DEFECTIVE SERVICES: Notwithstanding any payment or payments by Owner hereunder, Contractor shall be liable to Owner for all injuries sustained by Owner, its employees, officers, trustees, officials, directors, managers, and agents employees, and any third party, by reason of any failure of Contractor to properly discharge its contractual obligations to Owner, its unsafe activities, its negligence, or its intention misconduct.

5.3 FORCE MAJEURE: Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include without limitation acts of God, war, terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes. The Contractor shall notify the Owner orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Contract is prevented or delayed; and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Owner may reasonably request. After receipt of such notification, the Owner may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay. In the event of a declared emergency by competent governmental authorities, the Owner, by notice to the Contractor, may suspend all or a portion of the Contract.

5.4. LIMITATIONS ON LIABILITY: Contractor agrees that there is no Contractual limitation upon its contractual liability to the Owner. Owner shall have no liability to Contractor for consequential damages, punitive damages, special damages, speculative damages, unforeseeable damages, lost profits, unabsorbed overhead, and delay damages.

6. INSURANCE

6.1 REQUIRED INSURANCE COVERAGES: Prior to the start of any work, the Contractor shall furnish a Certificate of Insurance to the Owner showing the following minimum insurance requirements in the forms and with insurance companies acceptable to the Owner. The policies shall be endorsed to provide thirty days written notice to the Owner prior to cancellation, termination, or alterations of said insurance. This required notification will be included in the required insurance certificate.

A. Workers Compensation and Employers Liability: in accordance with the statutory requirements. Worker's Compensation insurance coverage and Employer's Liability insurance coverage as required by applicable State and federal law, with limits of not less than \$1,000,000.000 bodily injury, each occurrence; \$1,000,000.00 disease, each employee; and \$1,000,000.00 disease aggregate limit.

B. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the College as an additional insured. Limits of liability shall be a combined single limit of \$1,000,000.00.

C. Comprehensive automobile policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000.00 combined single limit.

D. Excess Liability-Umbrella Insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer's liability insurance shall be provided with minimum limits of three million dollars (\$3,000,000) per occurrence, three million dollars (\$3,000,000) general aggregate, and three million dollars (\$3,000,000) products/completed operations.

6.2 All required insurance must be in effect not later than 12:01 a.m. at the start of the day of the contract or purchase order and remain in effect for the duration of the contract or purchase order, including any extensions.

6.3 Liability insurance must remain in effect for ninety days following termination of all work or services.

A "per location or project endorsement" shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this Contract. The

- (a) The completed operations coverage shall be written so as to protect the Owner in the event of damage to the Owner and/or any other person for Bodily Injury or Death or property damage in the amounts shown. This insurance shall be maintained for the duration of the Contract period.
- (b) Contractual Liability coverage will indicate that it includes the Contractual obligations stipulated in the Contract.

6.4 Owner and its employees shall be named as additional insureds on all required insurance policies with the exception of the Worker's Compensation Coverage, and all such Contractor required policies, shall be endorsed so as to provide for a waiver of subrogation against the required additional insureds.

6.5 All required insurance policies shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better.

6.6 The insurance coverages outlined above, except for the Workers Compensation coverage, are to include the Owner as an additional insured with respect to its liability arising out of operations performed under the Contract. Coverage afforded by Contractor to Owner as an additional insured shall be primary to, and non-contributory with, any other insurance available to Owner.

6.7 The required certificates of insurance should be forwarded to:

Dennis Florentine
Dean of Administration
Warren County Community College
475 Route 57 West

Washington, NJ 07882-9605

7. PAYMENT

7.1 PAYMENT TO CONTRACTOR: Contractor shall invoice Owner monthly by the 5th day of the succeeding month and Owner shall make payment to Contractor by the 5th day of the next succeeding month assuming that Contractor's invoice is timely submitted, properly supported, and certified to by Contractor, and that Services have been satisfactorily performed. Contractor's invoices shall be certified to by an officer of Contractor and such certification shall state that the amount billed has been duly earned by Contractor and that the Services depicted in the invoice have been strictly rendered in conformity with contractual requirements. Where Owner reasonably requests additional information and/or documentation needed to evaluate any invoice, such request shall be promptly honored by Contractor. Owner shall have the right to

deduct from the invoice any monies that may be owed by the Contractor to any suppliers who have provided goods or services in performance of the Contract.

7.2 OWNER'S RIGHT TO WITHHOLD PAYMENT: Owner shall have the right to withhold payment to Contractor in the event that a 10-day cure notice has been issued to Contractor and the required cure has yet to be fully implemented. Such payment withholding shall be in such amount to cover 120% of the Owner's estimated cost of having to implement the needed cure at its cost. Where a termination notice has been issued to Contractor, no further payment shall issue to Contractor, except in accordance with the termination-for-cause provision elsewhere in this Contract. Where Contractor has caused the Owner to be exposed to third-party claims, Owner shall have the right to withhold payment in an amount equal to 120% of the estimated liability of the Owner on such claims.

8.0 CONTRACT RENEWAL OR EXTENSION: In the event the Contract has an extension or renewal option by Owner and Owner determines that it is in its best interest to extend or renew the Contract, the Contractor will be so notified in writing at least 30 days prior to the expiration date of the existing Contract. In the event that Owner determines to exercise the renewal or extension option, Contractor agrees to provide the Services for the period of renewal or extension determined by Owner.

9. CONTRACT TERMINATION

9.1 TERMINATION FOR CONVENIENCE: Notwithstanding any provision or language elsewhere in this Contract to the contrary, the Owner may, on 30 days prior written notice to Contractor, terminate this Contract strictly for its own convenience and without cause. In such event, Contractor's entitlement shall be limited to payment for completed but uncompensated conforming Contract work. Contractor shall submit its invoice for such compensation within thirty (30) days of its receipt of termination notice from the Owner. Contractor shall not be entitled to any consequential damages, including without limitation loss of profits or unabsorbed overhead.

9.2 TERMINATION FOR CAUSE: Where the Contractor is in Default, as defined in Article 11, Owner may terminate the Contract upon 10 days prior written notice to the Contractor to cure such noncompliance. In the event of any such termination, the Contractor shall not be entitled to any further payments until the Owner's damages have been fully determined. The Owner's recoverable damages shall include all manner and type of cost expenses, and third-party liability stemming from the need to terminate Contractor and the underlying Contract breach by Contractor, including all, direct and indirect, re-procurement related expenses. To the extent that the Owner's damages exceed the payment that Contractor had earned for completed work prior to termination, Contractor shall be liable for same and said amount shall be due and payable with 15 days of receipt of a bill from the Owner therefor.

Contractor shall be entitled to a termination for cause when monies are owed it by the Owner for in excess of 60 days and such additional grounds as may exist under New Jersey's Prompt Payment Act, N.J.S.A 2A:30A-1, *et seq.*

10. WARRANTY OF CONTRACTOR'S SERVICES

10.1 CONTRACTOR'S WARRANTIES: Contractor warrants that all services performed by the Contractor shall fully comport with all requirements of its Contract.

10.2 WARRANTY OF TITLE: Contractor warrants good title to all materials, supplies, and equipment covered by this Contract and agrees to deliver same free from any claim, liens, or charges.

11. CONTRACTOR'S DEFAULT: Owner may, subject to the Force Majeure provision elsewhere in this Contract, and in addition to its other rights of Owner under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 6.2) the whole or any part of this Contract for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 5) Discontinuance of work without prior Owner approval;
- 6) Failure to resume work, which has been discontinued, within a reasonable time after notice by Owner to do so;
- 7) Insolvency or bankruptcy;
- 8) Assignment made for the benefit of creditors;
- 9) Failure to pay its employees wage rates required by applicable law;
- 10) Failure to maintain the required insurance coverages or failure to provide required proof of insurance;
- 11) Failure to timely commence a cure of defective services upon receipt of a 10-day cure notice from Owner;
- 12) Failure to protect, to repair, or to make good any damage or injury to property caused by Contractor;
- 13) Any material misrepresentation discovered in Contractor's Bid; and
- 14) Breach of any material provision of this Contract.

12. SUBCONTRACTING OR ASSIGNMENT: Contractor may not assign this Contract, nor may Contractor sublet any portion of this Contract.

13. APPLICABLE LAW: This Contract, and all litigation arising from or related to the Contract shall be governed by the New Jersey County College Contracts Law, N.J.S.A. 18A:64-25.1, *et seq.*, and shall be governed by the applicable laws, regulations, of the State of New Jersey without reference to conflict of laws principles. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. To the extent that applicable law requires that certain language be included in the Contract, such language shall be deemed include by reference.

14. VENUE: Any litigation resulting from this Contract shall be brought in the Superior Court of New Jersey, Warren County.

15. CONTRACT MODIFICATIONS: Owner reserves the right to issue Contract modifications, subject to mutual agreement between the Parties as to an equitable adjustment of Contractor's compensation. All such amendments shall be in writing. Where the Parties cannot agree upon an equitable adjustment, Owner may, nonetheless direct that the modification be implemented and adjust compensation as Owner sees fit. In such circumstance, Contractor shall comply with the modification and, if so inclined, pursue a claim against Owner. In order for Contractor to pursue such a claim, it must have notified Owner, in writing, of its intent to do so within seven business days of its receipt of the written directive from Owner to proceed over Contractor's objection. All Contract modifications must be signed by the Owner's Representative designated below on behalf of Owner.

16. WAIVER BY OWNER: Notwithstanding any language found elsewhere in the Contract, Owner shall not be deemed to have waived any right of Owner or requirement of Contractor, unless such waiver is found in a writing signed by the Owner's Representative designated below and specifically and expressly stating the precise nature of the intended waiver. No such waiver by Owner shall be implied.

17. CONTRACT INTEGRATION: The Contract consists of: (1) the RFB to which these General Terms & Conditions are attached, (2) these General Terms & Conditions, (3) any commitments, assurances, promises, and representations included in any written submissions accompanying Contractor's successful Bid; all (4) all written Contract modifications issued by Owner . No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a modification signed by the Owner's Representative.

18. INTERPRETATION: If any provision in this Contract is found to be ambiguous, it is agreed that such ambiguity need not be resolved against the drafter.

19. COUNTERPARTS: This Contract may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one agreement binding on the parties hereto, notwithstanding that all Parties are not signatory to the same counterpart. For purposes of this Contract, a counterpart signed by facsimile or other electronic means shall constitute an original. Any Party delivering an executed counterpart of this Contract by electronic means shall

(if requested in writing) also deliver an original executed counterpart, but the failure to deliver an originally executed counterpart shall not affect the validity of this Contract.

20. BINDING EFFECT: This Contract shall be binding upon the successors and assigns of Contractor and Owner.

21. REPRESENTATIVES

The following individual is authorized to act on behalf of the College:

Dennis Florentine, Dean of Administration
Warren County Community College
Office of Campus Operations
475 Route 57 West
Washington, N.J. 07882

The following individual is authorized to act on behalf of the Contractor:

THIS AGREEMENT IS ENTERED INTO AS OF THE DATE LISTED ABOVE BY:

IN WITNESS WHEREOF, Owner has caused this instrument to be signed by its representative who is fully empowered to sign this Contract on its behalf and Contractor has caused this instrument to be signed by its proper corporate officer and has affixed its corporate seal.

ATTEST:

CONTRACTOR

By: _____
Secretary

By: _____

Date: _____

Title: _____

Date: _____

ATTEST OR WITNESS:

WARREN COUNTY COMMUNITY COLLEGE

By: _____

By: _____

Date: _____

Title: _____

Date: _____