



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

Bid Name: Landscaping Services  
Bid Number: 25-2  
Bid Opening: Tuesday, March 25, 2025 at 12 pm

Office of Campus Operations  
Ken Bovasso  
Purchasing Manager

**WARREN COUNTY COMMUNITY COLLEGE  
BID REQUIREMENTS FOR GOODS AND SERVICES CONTRACTS**

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The following documents (if checked) are included within this Bid:

If any of the documents checked below are missing from the bid package, contact the Purchasing Manager at (908) 835-2626. Vendors are responsible for verifying that the bid package contains all checked items.

**NOTE:** If “Not Required for This Project” is checked in the Table of Contents, the item is not required even if included and otherwise referenced in the bid package.

ADVERTISEMENT FOR BIDDERS   **X**  

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FORM 9: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN   **X**  

FORM 10: VENDOR REFERENCE FORM   **X**  

SCOPE OF SERVICES   **X**  

GENERAL CONDITIONS   **X**  

The following documents are post-award submittal requirements:

CONTRACT FORM

POLITICAL CONTRIBUTION DISCLOSURE FORM

**WARREN COUNTY COMMUNITY COLLEGE  
ADVERTISEMENT FOR BIDS**

Notice is hereby given that sealed bids will be received by Warren County Community College ("College") and opened and read in public in the Business Office, which is located on the 1<sup>st</sup> floor at 475 Route 57 West, Washington, New Jersey 07882 on **Tuesday, March 25, 2025 at 12 pm:**

**Bid No. 25-2 , Landscaping Services 2025**

No bids will be received after the above date and time unless the Contract is re-advertised for bids or unless the date and time for bid opening is changed by duly issued addendum. Bids received after the Bid Date and Time established by the College will be returned unopened.

One (1) set of Contract Documents may be obtained from the Warren County Community College Purchasing Department via email [kbovasso@warren.edu](mailto:kbovasso@warren.edu) on or after **Monday, February 10, 2025 at 12 pm.**

All Bids must be submitted in a sealed envelope addressed to the Warren County Community College, clearly marked on the outside with the name and address of the bidder and the name and number of the bid.

Any general requests for information regarding this Advertisement for Bids should be directed to Ken Bovasso, Purchasing Manager. Questions will not be entertained on the tenth day before the Bid Date and Time unless the College, in its sole discretion, believes that an answer is required in order to maintain a competitive process.

No oral or other communications during the bidding process shall bind the College except as shall be contained in a written Addendum which the College may, in its sole discretion, issue in accordance with applicable law.

No bidder may withdraw its bid within 60 days after the actual date of bid opening.

The College reserves the right to reject any or all bids, to the maximum extent of its lawful discretion. Bidders are required to comply with the requirements of P.L. 1975, C. 127, N.J.S.A.10:5-31 et. seq. and N.J.A.C. 17:27.

Bidders are also required to comply with P.L. 1977, C. 33 (Stockholder or Partnership Disclosure Requirement) and P.L. 2004, c. 57 (Business Registration provisions of N.J.S.A. 52:32-44).

If work is to be performed under this Bid that is subject to Chapter 150 of the Laws of 1963 as amended by Chapter 64 of the Laws of 1974 (N.J. Prevailing Wage Act), bidders must also comply with P.L. 1999, c.238, The Public Works Bidder Registration Act.

The above listing of relevant statutes and regulations is informational only and not intended to be all-inclusive. Bidders are required to comply with all applicable laws and regulations.

The College assumes no responsibility whatsoever in connection with any defects arising out of the issuance of the Contract Documents or the receipt or failure to receive Bids, including those which may arise from delay for any reason in obtaining or submitting the Contract Documents, including but not limited to traffic delay, messengering, mis-labeling, mis-directions from any source, mis-delivery or otherwise.

Notice: Bidders are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, C.271, S.3) if the Bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Bidders responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at [www.elec.state.nj.us](http://www.elec.state.nj.us).

Warren County Community College is an Equal Opportunity Affirmative Action Institution.

Ken Bovasso  
Purchasing Manager

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## **BID REQUIREMENTS**

The list provided below is provided to assist the Vendor in insuring that its Bid is complete and responsive. It shall, however, remain the sole and exclusive responsibility of each Vendor to ensure that its Bid complies with all requirements. Initial each item and submit this checklist with the Bid.

**Failure to meet all requirements of the bid submission\*, other than minor informalities that can be waived in the College's sole discretion, shall be cause for rejection of the bid.**

- \_\_\_\_ **Bid Form 2: Bid**
- \_\_\_\_ **Bid Form 3: Statement of Ownership Disclosure**
- \_\_\_\_ **Bid Form 4: Bidder's Certification and Registration**
- \_\_\_\_ **Bid Form 5: Mandatory Equal Employment Opportunity Language**
- \_\_\_\_ **Bid Form 6: Equal Employment Opportunity Information**
- \_\_\_\_ **Bid Form 7: Americans with Disabilities Act**
- \_\_\_\_ **Bid Form 8: Certification of Non-Involvement in Prohibited Activities in Russia and Belarus**
- \_\_\_\_ **Bid Form 9: Disclosure of Investment Activities in Iran**
- \_\_\_\_ **Bid Form 10: Vendor Reference Form**
- \_\_\_\_ **Scope of Services**

By: \_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

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

## **Key Dates**

Request for Bids Available:

February 10, 2025

### **Key Dates for Bids:**

Any Clarification Questions on the bid must  
be received by the College in writing by:

March 11, 2025

College will respond to questions by:

March 18, 2025

Bid proposals must be received by the College  
By 12:00 pm on:

March 25, 2025

Contract Awarded by Board of Trustees:

April 12, 2025

### **Contact Information for questions:**

Ken Bovasso  
Purchasing Manager  
Warren County Community College  
475 Route 57 West  
Washington, NJ 07882-9605  
Fax 908-689-9262  
Email: [kbovasso@warren.edu](mailto:kbovasso@warren.edu)

## INSTRUCTIONS TO BIDDERS

The instructions to Bidders are part of the Contract. Bidders are required to carefully review the Contract Documents as a whole, and all matters described therein, prior to submitting a bid.

### Summary of Work

By way of brief summary, the Work is for:  
Landscaping Services as described more fully in this Bid No. 25-2.

### Bidding Terms

1. **Applicable Law** - Refers to any federal, State, county or local regulation, ordinance, resolution, enactment, requirement, permit, decision or ruling of any government agency with which compliance is required.
2. **Award** - The College's acceptance of the Bid of a lowest responsible Bidder the legal effect of which binds said Bidder to further performance required hereunder.
3. **Bid / Bid Submittal** - All of the information submitted by the Bidder in response to the College's solicitation for bids. A Bid shall be timely, complete and conform to and comply with the requirements of the Bidding Documents. The Bid price shall be the full inclusive value of finished Work and shall cover profit and all obligations of every kind which shall be borne by the successful Bidder.
4. **Bidder(s) / Contractor(s) / Vendor(s)** - Refers to any person or entity (corporation, partnership, joint venture or otherwise) submitting a Bid. The recipient of an Award of Contract by the College is referred to as the Bidder or Vendor, as appropriate.
5. **Bid Opening / Bid Date and Time** - Refers to the point until which, in accordance with the Bidding Documents, Bids will be received as timely, thereafter opened and read aloud, as stated in the Advertisement for Bids or duly issued Addendum.
6. **Contract/Contract Documents** - The Agreement Contract Form 1, Post Award, any and all Conditions of the Contract (General, Supplementary and other Conditions), Instructions to Bidders, Bid and Contract Forms, Drawings, Specifications, Addenda issued prior to bid, modifications issued after execution of the Agreement, and Bidders Bid Submittal.
7. **Owner / College** - Refers to WARREN COUNTY Community College.
8. **Work** - The provision of goods and/or services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Bidder to fulfill the Bidder's obligations. The Bidder shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### 1. Right to Make Changes:

Any description of the Work notwithstanding, the College retains the absolute and unabridged right to alter the Work in any respect, at any time before or after award of Contract, including by withdrawing the Advertisement for Bids, changing, adding or deleting its scope, or, in the case of a partial or revised Work for which an award is made, to insist upon complete and satisfactory performance of Work consistent with the basis on which said award is made.

### 2. Basis of Award:

In the event the College determines to make an Award, it will award the Contract to the Bidder submitting the lowest responsible Bid conforming to the invitation for Bids.

3. Method of Award:

Notification of the acceptance of the Bid and Award of a Contract will be made within sixty (60) days after the opening of the bids. The Contract will be awarded to the lowest responsible bidder, so that the College will, consistent with the law, gain the advantage of the Contract that will, in its judgment, best serve the interests of the College and the public.

In the event of tie bids, final selection will be made at the College's discretion.

4. Submission of Bids:

- (a) Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope addressed to Purchasing, WARREN COUNTY Community College, 475 Route 57 West, Washington, New Jersey 07882, and marked with the bid title and name and address of the Bidder and accompanied by the Bid Security and other required documents. The College shall not be responsible for the premature opening and disqualification of any bid not so marked.
- (b) No bids will be received after date and time indicated unless the Bid is re-advertised. Bidders will be held responsible for ensuring that their Bids are received in accordance with the instructions stated herein and a late Bid will not be considered even though it became late as a result of circumstances beyond the Bidder's control. Bids received by the College after the deadline for submission of Bids will be returned unopened to the Bidder.
- (c) A Bidder shall prepare and submit its Bid based upon a complete set of Bidding Documents, including all Addenda. Any failure to secure or utilize complete Bidding Documents, whether inadvertent or otherwise, shall remain the sole responsibility of any prospective or actual Bidder.
- (d) Bidders will not be reimbursed for any costs incurred in connection with preparation or submission of their Bid or for any visits to the College and remote campuses.

5. Complete Bid Submittal:

- (a) Manner of Completion: Bidders shall fully and accurately complete all Bid Forms as required, with all attachments. Failure to include any required pricing information will render such Bid incomplete and non-responsive. A Bid covering only part of the Work will be considered non-responsive and will be rejected. Any rejection of the specified language and contents of the Bid Forms will also be sufficient grounds for the rejection of the Bid. Conditional bids will not be considered.

All blank spaces in the Bid Forms applicable to the Bidder shall be completed in full. All insertions in the Bid Forms and all other required submittals shall be typewritten. Signatures shall be handwritten in ink only, preferably in blue and shall be fully legible when photocopied. The Bidder shall type its name below its signature wherever it appears on the Bid Forms. The completed Bid shall have no interlineations or erasures except those necessary to correct errors made by the Bidder. Bidder shall initial all corrections.

The College may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive informalities or may for any reason reject any and all Bids.

6. Bid Modification, Withdrawal and Interpretation:

- (a) A Bidder may withdraw its Bid at any time before the scheduled Bid Date by a signed, written notice to the College delivered to the address specified in the Advertisement for Bids, stating that the Bidder is withdrawing its Bid as submitted and requesting its return. Upon return of the Bid pursuant to such written request, the Bid shall be considered withdrawn for all purposes. Bidders withdrawing their Bids may submit new Bids before the Bid Date and Time, provided that in all such cases the replacement Bid is an entirely independent and conforming submission. Modifications of previously submitted Bids shall not be permitted. Bidders seeking to make changes to their Bids after they are submitted must withdraw and resubmit their Bids in accordance with the requirements of these Instructions.
- (b) Bidders may not modify a non-responsive Bid after opening of the Bids in order to make it responsive; however, the College may request a Bidder to clarify its Bid as long as no material modification is made. Any request for clarification and the response shall be in writing or by fax, but no material change in the price or substance of the Bid shall be sought, offered, or permitted, except as may be required to confirm the correction of arithmetic or obvious clerical and/or typographical errors as set forth herein.

- (c) Any inconsistency between words and figures will be resolved in favor of words. Any incorrectly totaled column of figures shall be deemed corrected to equal the mathematically correct sum. The College shall retain the right, in its sole discretion, to reconcile any other apparent or latent discrepancy or error, as it deems appropriate whether or not such resolution results in rejection of a Bid.

7. Duration of Bid:

Each Bid shall remain valid in accordance with N.J.S.A. 18A:64A-25.18. Submission of a Bid constitutes an express representation of a Bidder that it will not attempt to modify, withdraw or cancel its Bid for sixty (60) days after the Bid Date and Time.

8. Bidder's Duty to Notify of Errors:

- (a) Bidder's Duty of Full Investigation: Bidder shall carefully study, compare, correlate and coordinate its obligations both within the Bidding Documents and as to extrinsic information that may in any way affect its obligations, including circumstances pertaining to the description of the Work required by the Bidding Documents, the site or the use thereof in the performance of the Work, and any such other factors as may affect the Work. Except as specifically provided in the Contract Documents, the Bidder/Vendor assumes all risks and responsibility for any and all conditions and circumstances that pertain to the Work whether same are known or unknown to the Bidder/Vendor at the time of bidding.
- (b) Notice: Notice of any alleged error, omission or inconsistency that should have been reasonably identified prior to submitting a Bid shall be provided to the College immediately in order that the College in its discretion, may issue an Addendum. A Bidder's failure to do so constitutes an absolute waiver of any claims with respect to any error, omission or inconsistency that may thereafter be asserted with respect thereto and shall bar any recovery regarding such claims.

9. Rejection of Bids:

All Bidders are hereby notified that failure to comply with any of the requirements listed may be cause for rejection of bids. If a prospective Bidder has any questions with reference to the bid documents or form of bid, he or she should contact the College as specified in the paragraph headed "Addenda and Interpretation".

10. Addenda and Interpretation:

- (a) No oral interpretation of the specifications or other Contract Documents will be given to any Bidder. Should any Bidder find discrepancies or omissions in the specifications or other Contract Documents, he shall at once notify the College, which will send written interpretations to all Bidders. Every request for such interpretation shall be addressed in writing to the College and, to be given consideration, must be received by 5 pm on the tenth day before the bid date and time unless the College, in its sole discretion, believes that an answer is required in order to maintain a competitive process. All such interpretations and supplemental instructions will be in the form of written addenda to the specifications and drawings and will become a part of the Contract Documents, and all such interpretations and supplemental instructions will be mailed by overnight express services to all prospective Bidders at their respective addresses furnished for such purposes not later than seven (7) business days prior to the bid due date as required by N.J.S.A. 18A: 64A-25.14. The failure of any Bidder to receive any such addendum or interpretation shall not relieve any such Bidder from any obligation under his bid as submitted.
- (b) Submission of a Bid shall constitute the Bidder's acknowledgment of its exclusive responsibility to obtain and utilize all Addenda. All Addenda shall be acknowledged on the form provided.

11. Pre-Bid Meeting:

If and when a pre-bid meeting shall be held, the location, date and time will be stated in the Advertisement for Bids. Pre-bid meetings are not mandatory; however, Bidders are strongly encouraged to attend. It is each prospective Bidder's responsibility to ensure that the College is aware of its attendance at a Pre-bid meeting. Prospective Bidders may attend a Pre-bid meeting either themselves or through a representative, provided that any representative advises the College at the meeting as to the identity of the prospective Bidder(s) on whose behalf the representative is attending.

12. Evaluation of Bid and Bidder:

- (a) Evaluation of Bid: The College retains the right to reject all Bids or any particular Bid, including, without limitation, one that fails its evaluation or that is in any way unbalanced, unreasonable, non-conforming, qualified, incomplete, non-responsive or otherwise irregular. Note that New Jersey case law permits public entities to reject a low bid based on, for example but not limited to, prior negative experience and contract default.

- (b) Evaluation of Bidder: The College will conduct such investigation, as it deems necessary within its sole discretion to assist in connection with the evaluation of any Bid, to establish the responsibility, qualifications and financial ability of the Bidder to perform as required by the Bidding Documents. The Bidder shall provide to the College all the information requested for this purpose. The College reserves the right to reject bid if its investigation of the Bidder reveals that, in the opinion of the College, the Bidder is not properly qualified to carry out the obligations of the Contract and complete it as outlined herein.

The College has the right to request at least three (3) references respecting similar work to that specified in these Bid Documents. The Bidder shall also provide upon the College's request the following: copies of all current licenses required by applicable laws and regulations for the Bidder to perform the Work.

The College shall award the Contract to the lowest responsible and responsive Bidder.

- (c) Discretionary Waiver Rights: The College reserves all rights to waive minor informalities or irregularities in a Bid or to accept the Bid.

13. Required Security:

Each bid shall be accompanied by one of the following in accordance with N.J.S.A. 18A: 64A-25.16 unless "Not Required for This Project" is checked on the Table of Contents page of this bid package:

- (a) A bid bond made payable to WARREN COUNTY Community College in the sum of 10% of the amount of the bid, not to exceed \$20,000, guaranteed by a qualified surety company that is approved by the State of New Jersey.
- (b) A certified check, Treasurer's check or cashier's check made payable to Warren County Community College, in the sum of 10% of the amount of the bid, not to exceed \$20,000.00, drawn on a solvent banking institution qualified to do business in the State of New Jersey.

The Bidder must also provide a "Consent of Surety" form in the Bidder's Bid, which is part of the bid security requirement.

All bid security except that of the three apparent lowest responsible Bidders shall, if requested, be returned within thirty (30) days from the opening of the bids, Sundays and holidays excepted, and the bids of such Bidders shall be considered as withdrawn. Within three (3) days, Sundays and holidays excepted, after the awarding of the Contract and approval of the successful Bidder's Performance and Payment Bond, the bid guaranty of the remaining Bidder's shall be returned to them. No interest shall be allowed or paid on any bid security.

If the Bidder to whom the Award is made shall fail to execute and deliver the Contract and Performance and Payment Bond when and as required hereunder, the College may in its sole discretion and as may be in its interest, declare the full amount of the posted bid security forfeited as liquidated damages and not as a penalty. Said amount shall not be deemed a limitation upon the College's right to collect other and further damages.

14. New Jersey Business Registration Requirements:

Pursuant to N.J.S.A. 52:32-44, the College is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor/vendor ("contractor"), and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the College with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the contractor/bidder, who in turn, shall provide it to the College prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the College a list of subcontractors and their addresses that may be updated from time to time.

- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their 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, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the College a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, 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.

15. Subcontracts:

The awarded Bidder shall not subcontract its obligations under this Contract without the written consent of the College.

16. Laws and Regulations:

The successful Bidder is required to keep himself informed of and to comply with all applicable Federal, State and Local laws and rules and regulations of all authorities having jurisdiction over the subject matter of the Contract. The successful Bidder shall also be responsible for securing and paying for all permits, governmental fees and licenses necessary for the proper execution and completion of the work required by the Contract. All equipment purchased must meet all applicable OSHA safety requirements.

17. Taxes:

The College is established under the authority of the State of New Jersey and is exempt from the New Jersey Sales and Use Tax.

18. Bidder Sanctions:

Failure of a Bidder to execute the Contract awarded or to comply with any or all of the terms and conditions therein may disqualify him/her from receiving future Contracts. Such disqualifications or the failure to disqualify shall not limit the remedies available to the College upon default, and it may recover full damages in addition thereto in accordance with law.

19. Bid Appeal:

Bidder acknowledges that this bid and the award of a Contract are governed by the County College Contracts Law, N.J.S.A. 18A:64A-25.1 et seq., and that any legal challenges to the bidding process, the award of Contract, or the rejection of bids shall be pursued before the Board of Trustees of WARREN COUNTY Community College in accordance with P.L. 1994, Ch. 48, Sec 6f and the Rules Governing Hearings Before the Board of Trustees of Warren County Community College.

The challenge or objection must be presented by filing a petition with the secretary of the Board of Trustees within ten (10) calendar days of the decision to award or not award a Contract.

If a Bidder challenges or protests the award of a Bid, it shall reimburse the College for all costs, expenses and losses incurred by the College, including all attorney's fees, by reason of such challenge or protest, except to the extent that the Bidder may be adjudicated to be a prevailing party against the College as to such challenge or protest. Under no circumstances shall the College reimburse to any party any fees, costs or expenses related to a bid challenge or protest.

20. Post-Award Submittals:

The successful Bidder shall provide Post-Award Submittals, including all Contract Forms, acceptable payment and performance security issued by a qualified surety in the amount of one hundred (100) percent of the Contract price if required by these specifications, required insurance, (all of the above dated and fully effective simultaneous with the date of the Agreement); and a list of key personnel, including business, mobile and emergency telephone and fax information, as required by the College within 10 days following date of award.

21. Performance, Payment, and Maintenance Bonds:

The lowest responsible and responsive Bidder to whom the Contract is Awarded shall deliver to the College a Performance Bond and Payment Bond within 10 days following date of award.

In the event of the insolvency of the corporate surety, the Contractor shall forthwith furnish and maintain another performance bond and payment bond.

The lowest responsible and responsive Bidder shall also furnish a 2-year Maintenance Bond, prior to final payment, guaranteeing the repair of all damages due to improper materials or workmanship for a period of two years after the acceptance of the Work by the College.

**WARREN COUNTY COMMUNITY COLLEGE**  
**BID FORM 1: BIDDER'S CHECKLIST**

This checklist is provided to assist the Bidder in insuring that its Bid is complete and responsive. It shall, however, remain the sole and exclusive responsibility of each Bidder to ensure that its Bid complies with all requirements. Check off when complete:

\_\_\_\_\_ **Bid Form 1: Bidder's Checklist**

\_\_\_\_\_ **Bid Form 2: Bid\***

\_\_\_\_\_ **Bid Form 3: Statement of Ownership Disclosure\***

\_\_\_\_\_ **Bid Form 4: Certification and Business Registration Requirements (NJBRC required prior to Bid Award)**

\_\_\_\_\_ **Bid Form 5: Mandatory Equal Employment Opportunity Language**

\_\_\_\_\_ **Bid Form 6: Equal Employment Opportunity Information**

\_\_\_\_\_ **Bid Form 7: Americans with Disabilities Act**

\_\_\_\_\_ **Bid Form 8: Certification of Non-Involvement in Prohibited Activities in Russia and Belarus**

\_\_\_\_\_ **Bid Form 9: Disclosure of Investment Activities in Iran**

\_\_\_\_\_ **Bid Form 10: Vendor Reference Form**

\_\_\_\_\_ **I have read the Scope of Services**

By: \_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

**WARREN COUNTY COMMUNITY COLLEGE**  
**BID FORM 2: BID PROPOSAL**

Bid of \_\_\_\_\_ hereinafter called "BIDDER" a corporation/partnership/limited liability/individual (strike out inapplicable terms) organized and existing under the laws of the State of \_\_\_\_\_

TO: WARREN COUNTY COMMUNITY COLLEGE, 475 Route 57 West, Washington, New Jersey, 07882 (hereinafter called College)

1. The Bidder, having examined the specifications, Instructions to Bidders, various forms and related Contract Documents and being familiar with all the conditions surrounding the proposed Contract, including the availability of materials and labor, as relevant, hereby proposes to perform the Work in accordance within the time set forth in the Contract Documents and at the prices stated below.

**2. Bidder agrees to complete Work as described in the Contract Documents (refer to specifications and pricing sheet at the end of the bid package) for the SUM OF:\*\*\***

\$ \_\_\_\_\_

\_\_\_\_\_  
Written in Words

**Services are for the period on or about April 1, 2025 through or on about October 31, 2025 with two renewable one-year terms for the periods on or about April 1, 2026 through or on about October 31, 2026 and on or about April 1, 2027 through on or about October 31, 2027.**

**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\*),**

**\*\*\*Per month cost must equal SUM OF BID.**

- a. **OPTIONAL Second year weekly basic services price of \$ \_\_\_\_\_ per month**
- b. **OPTIONAL Third year weekly basic services price of \$ \_\_\_\_\_ per month**

3. Bidder understands that the College reserves the right to reject any and all bids to the maximum extent of its lawful discretion, and to waive any informality in the bidding.

4. Upon receipt of written notice of acceptance of this bid and the award of the Contract, the Bidder will execute the Contract and within 10 days of such notice, will deliver a performance and payment bond, if required by the Contract Documents.

5. The Bidder hereby certifies that all of the figures, computations and additions used in estimating the bid herein have been carefully checked and are accurate in all respects and no claim shall be made as a basis for

withdrawal of this bid by reason of mathematical or computational errors. **All blanks on the Bid Form must be filled with a dollar amount, \$0, “No Charge (N/C),” or “No Bid”. Bids containing blanks or phrases such as “Not Applicable (N/A)” where the Bid Form calls for amounts to be filled in will be rejected as nonresponsive.**

6. By signing this Bid the signatory represents to the College that he/she is fully authorized by the Bidder to submit this Bid, is doing so with the knowledge and consent of the Bidder, and that the Bidder consents to be bound by this Bid.

**NOTICE TO BIDDER**

Notwithstanding anything to the contrary contained in any document pertaining to this procurement, no College Officer, employee, consultant, construction or other manager, any other individual or firm is empowered to approve or authorize any change whatsoever to this Contract, including without limitation change orders, amendments, modification, additions, credits, or changes in scope, compensation, or not to exceed amounts.

No change order, modification, amendment, addition, credit, or other change in scope, compensation, or not to exceed amount shall be valid or binding upon the College, and the College shall have no liability whatsoever in connection therewith, unless and until the same is approved by a formal and duly adopted resolution of the Warren County Community College Board of Trustees in accordance with the College’s Contract Policy.

This Bid is respectfully submitted on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(Print Name and Title of Signatory)

ADDRESS OF BIDDER:  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER’S CONTACT: \_\_\_\_\_

CONTACT TELEPHONE AND FAX NUMBERS:

Telephone and Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Bidder’s Taxpayer I.D. #: \_\_\_\_\_

**WARREN COUNTY COMMUNITY COLLEGE**

**BID FORM 3:**

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

**Part I: Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  
☐ For-Profit Corporation (any type)    ☐ Limited Liability Company (LLC)  
☐ Partnership    ☐ Limited Partnership    ☐ Limited Liability Partnership (LLP)  
☐ Other (be specific): \_\_\_\_\_

**Part II: Check the appropriate box**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

Name of Individual or Business Entity	Address

**Part III: DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity that is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

#### **Part IV: Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that **Warren County Community College** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **College** to notify the **College** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **College** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**WARREN COUNTY COMMUNITY COLLEGE**  
**BID FORM 4: BIDDER'S CERTIFICATION**

State of \_\_\_\_\_)

SS: \_\_\_\_\_

County of \_\_\_\_\_)

The undersigned, having knowledge of and authority to bind the BIDDER to the information herein, hereby swears, upon his oath, according to law,

I am the undersigned, who, on behalf of the BIDDER and with full authority to do so, has executed this Certification in connection with its Bid;

That the BIDDER is registered with the State of New Jersey, Department of the Treasury, Division of Revenue (**ATTACH COPY OF BUSINESS REGISTRATION CERTIFICATE**);

That the BIDDER is authorized by the New Jersey Department of the Treasury to perform work in New Jersey (**ATTACH COPY OF CERTIFICATE OF AUTHORITY TO PERFORM WORK IN NEW JERSEY**); and

1. The BIDDER has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the within Bid;
2. I further warrant that, no person or selling agency has been employed, or retained, to solicit, or secure, such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employee or bona fide established commercial or selling agencies identified as follows:  
  
\_\_\_\_\_
3. The BIDDER is not, as of this date, and has not been at any time within three (3) years immediately preceding the date on which Bids were received, included on the New Jersey State Treasurer's List of Debarred, Suspended or Disqualified Bidders; the BIDDER hereby acknowledges that it may be debarred, suspended or disqualified from contracting with the COLLEGE if it commits any of the acts listed in N.J.A.C. 7:1-5.2 and further acknowledges its obligation to notify the COLLEGE immediately if it appears that said BIDDER may be added to any such list.
4. All statements and representations contained in the BIDDER's Bid are true, complete and correct, and made with full knowledge that the COLLEGE shall rely upon same in awarding a public contract for the Work as defined in the Contract Documents.

BID FORM CONTINUES ON NEXT PAGE

BIDDER's Authorized Representative  
(MUST BE PRINCIPAL OWNER OR OFFICER OF BIDDER):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title

Notary Public: Sworn and Subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print or Type Notary's Name

Commission expires: \_\_\_\_\_

Notary's Seal: \_\_\_\_\_

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

**WARREN COUNTY COMMUNITY COLLEGE**  
**BID FORM 5**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**      **N.J.A.C. 17:27-1.1 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 re- recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

**Letter of Federal Affirmative Action Plan Approval;**

**Certificate of Employee Information Report; or**

**Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at:**

[http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (July 2022)

**WARREN COUNTY COMMUNITY COLLEGE**  
**BID FORM 6**

**EQUAL EMPLOYMENT OPPORTUNITY INFORMATION**  
**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

If awarded a Contract, all procurement and service contractors will be required to comply with requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27. Prior to the date of award, the contractor shall present one of the following:

1. A letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.

OR

2. A Certificate of Employee Information Report Approval.

OR

3. If you do not have either of the above, check below:

\_\_\_\_ Please send our company an Affirmative Action form for our completion (A.A. 302 - Affirmative Action Employee Information Report).

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The following questions must be answered by all contractors:

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

Yes \_\_\_\_

No \_\_\_\_

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

Yes \_\_\_\_

No \_\_\_\_

You may submit a photocopy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable; a New Jersey Certificate of approval or A.A. 302 is required.

**WARREN COUNTY COMMUNITY COLLEGE**  
**BID FORM 7**

**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: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's Binding Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

**WARREN COUNTY COMMUNITY COLLEGE**  
**BID FORM 8**

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED  
ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor<sup>i</sup>”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

☐ B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

☐ C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

<hr/> Signature of Vendor’s Authorized Representative	<hr/> Date
<hr/> Print Name and Title of Vendor’s Authorized Representative	<hr/> Vendor’s FEIN
<hr/> Vendor’s Name	<hr/> Vendor’s Phone Number
<hr/> Vendor’s Address (Street Address)	<hr/> Vendor’s Fax Number
<hr/> Vendor’s Address (City/State/Zip Code)	<hr/> Vendor’s Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with **Warren County Community College** and that the **College** at its option may declare any contract(s) resulting from this certification void and unenforceable.

**The Disclosure of Investment Activities in Iran Form is to be completed, certified, and submitted prior to the award of the contract.**

Name of Vendor, Bidder, or Proposer \_\_\_\_\_  
Print Full Name

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**WARREN COUNTY COMMUNITY COLLEGE**

**BID FORM 12**

**VENDOR REFERENCE FORM**

A MINIMUM of (3) references are to be listed. At least (2) currently served schools or colleges should be listed, if the organization currently serves (2) such facilities. The form is to accompany the bid.

**Complete Form below with Entity Name, Address, City, State, Phone Number & Email Address**

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **SCOPE OF 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 Services**

- c. Grass cutting beginning on or about the second week of April 2025 and terminating on or about the last week of October 2025
- d. Trimming and edging of all beds, walks and curbs as needed
- e. Clearing of grass from walks and paved surfaces weekly in conjunction with grass cutting
- f. Rubbish removal from lawns and beds
- g. Grass cutting of the “nature” walking paths between the rear College lawn and the Pohatcong Stream
- h. Weeding of flowerbeds

### **2. Mowing, Line Trimming, Edging, Clean ups**

- a. The Contractor will pick up and dispose of all litter prior to mowing. Lawns shall be maintained at a height of 3.5" to 4," as conditions dictate.
- b. Mowing guards should always be in place to prevent flying debris (and injury to pedestrians and property). An alternate mowing pattern shall be used for each cutting.
- c. Mulched grass clippings may be left on the lawn if presenting a neat appearance, free of clumping.
- d. The Contractor must line trim or remove/spray weeds growing at base of all curbs (between curb and asphalt). The Contractor must remove/spray weeds growing in pavement cracks, sidewalk joints, between pavers, along foundation walls, and any other areas which might present an unkempt appearance.
- e. Perennials must be cut back appropriately.
- f. No more than (2) leaf cleanup requests during Fall season as determined by the Purchasing Manager or Facilities Director (this may extend into early November).

### **3. Landscape Bed/Tree Maintenance, Weed Control, Pruning Shrubs and Trees**

- a. The Contractor will maintain all flower/shrub beds at Washington Campus.
- b. Remove any hanging tree limbs within reach of a 14 ft. tree pruner
- c. Free of litter and debris
- d. Free of weeds or unintended plantings

### **4. Extra / Optional Service Per Occurrence**

- a. Below not included in bid total
- b. Lawn weed killer application
- c. Supply and install double ground hardwood mulch all beds
- d. Fertilize grounds around building as directed
- e. Treat sections of property from any insect damage
- f. 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.
- g. The College reserves the right to contract with other entities for services not identified in above Extra / Optional Service Per Occurrence

## **5. Graduation Services**

The services below shall be provided by the Contractor to coincide with Graduation Ceremonies during the week of May 11, 2025 - May 17, 2025. All work must be completed by 4:00 pm on Friday May 10, 2025. Commencement is on Saturday May 17, 2025.

- 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 bed.

## **GENERAL CONDITIONS**

The following General Conditions are incorporated into the Contract between the College and the Bidder. In the event of a conflict or inconsistency between these General Conditions and other portions of Contract Documents, the more stringent requirements shall apply and the Bidder shall follow same unless and until instructed otherwise by the College in writing.

For purposes of these General Conditions, “Goods” are items that are required to be delivered to or as directed by the College, whether or not in connection with Services.

“Services” include all physical work to be performed on the College’s premises. Where the specifications require the Bidder to install Goods on the College’s premises, the General Conditions applicable to both Goods and Services shall apply.

Note: The words “Bidder,” “Contractor,” and “Vendor” are used interchangeably herein.

### **I. GENERAL CONDITIONS APPLICABLE TO BOTH GOODS AND SERVICES**

#### **1. TIME**

- a. Bidder shall inform College immediately if it reasonably appears to the Bidder that it will be unable to meet any required delivery or completion date. Failure to do so shall be deemed a breach of this Contract. No such notice shall however, constitute a change to the delivery or completion terms of this Contract in the absence of a duly approved change order.
- b. If any item is not received or if any element of the Work is not completed by the date specified, the College, at College's option and without prior notice to Bidder may either approve a revised date or may cancel this Contract and may obtain such goods or work elsewhere. In either event the Bidder shall be liable to the College for any resulting loss incurred by the College.
- c. To the maximum extent permitted by law, Bidder's remedy for a delay caused by College or by circumstances beyond the Bidder’s control shall be an extension in the time for Bidder's performance equal to the duration of College's delay. Bidder shall be liable for all damages resulting from Bidder's failure to deliver or complete, with the sole exception of delays in delivery or completion occasioned by strikes, lock-outs, fires, war or acts of God.

#### **2. CONTRACT PRICE**

Unless and only to the extent specifically allowed by the Contract Documents, all prices quoted shall be firm through the term of the Contract and shall not be subject to increase or escalation for any reason during the period of the Contract.

#### **3. INVOICES, PAYMENT AND SETOFF**

- a. The College shall have no obligation to pay for any Work until one original and two copies of a correct and complete invoice is received by the College, and the College has verified that all work covered by the invoice has been supplied and is in accordance with the Contract.
- b. Payment is due 30 days from receipt of a correct and complete invoice and voucher. Each invoice shall be printed on Bidder’s standard printed bill form, and shall include at a minimum

(i) the Contract number, (ii) Bidder's name and address, (iii) the total invoiced amount, (iv) such detail as is reasonably necessary to permit the College to evaluate the work completed and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate, and (v) any and all attachments and further information required by the Contract Documents.

- c. The College expects prompt monthly invoicing by the Vendor. Invoices submitted more than sixty (60) days will not be honored.
- d. The College's payment of any amount shall not under any circumstances, operate as a waiver or acceptance of any defective or deficient work.
- e. Any amounts owed to the College due to rejection of goods or services or discrepancies in invoices will be, at the College's option, credited against future invoices payable by the College, or paid by Bidder within thirty (30) days from Bidder's receipt of a debit memo or other written request for payment by the College. Additionally, the College shall have the right at any time to set off any amount owing from Bidder to the College against any amount payable by the College pursuant to this Contract or to recoup any amounts due the College hereunder from any and all funds due under any contract between the College and the Bidder.

#### **4. CHANGES**

No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the College.

#### **5. WARRANTIES**

Bidder expressly warrants that all goods delivered shall (i) be free from defects in workmanship, material, and manufacture (including without limitation defects which could create a hazard to life or property), (ii) be new and of good quality, not refurbished or reconditioned, (iii) be of merchantable quality and shall be fit for the purposes intended by the College, (iv) comply with the requirements of this Contract, (v) be in compliance with all applicable laws and regulations, and (vi) work performed under this Contract to be in conformity with all plans, specifications and other data incorporated as part of this Contract. Bidder also agrees and warrants to promptly repair or replace, in an acceptable manner, defective work or goods upon notice to Bidder by the College during the Contract term and for a period of two years following completion of the Work. These express warranties shall not be waived by reason of acceptance or payment by the College. This Contract incorporates by reference all terms of the Uniform Commercial Code as adopted in the State of New Jersey (the "UCC") providing any protection to College, including but not limited to all warranty protection (express or implied) and all of College's remedies under the UCC. All goods and work shall also be subject to any stricter warranties specified in the Contract.

#### **6. INDEMNIFICATION**

- a. To the fullest extent permitted by law the Bidder shall indemnify and hold harmless the College, and its agents and employees (the Indemnitees) from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, including without limitation, those attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), caused by the negligent acts or omissions of the Bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of

whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

- b. In claims against any person or entity indemnified under this Section by an employee or agent of the Bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Bidder or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- c. The Bidder's indemnity obligations include, but are not limited to any fines, penalties, liabilities, expenses or damages including attorney's fees arising out of or in connection with (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Bidder, a subcontractor, or any person or entity for whom either is responsible; (ii) means, methods, procedures, techniques, sequences of execution or performance of the Work or safety violations, requirements, accidents; and (iii) failure to secure and pay for permits, fees, approvals, licenses, or any violation of any permit or other approval of a public authority applicable to the Work, by the Bidder, a subcontractor, or any person or entity for whom either is responsible.
- d. The Bidder shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorney's and consultant fees and costs) incurred by any of the Indemnitees in enforcing any of the Bidder's defense, indemnity and hold harmless obligation under this Contract.
- e. Without limitation to any of the Bidder's obligations herein, upon request of the College, its successors, assigns, agents or representatives, the Bidder agrees to defend at the Bidder's expense any suit or proceeding brought against College, its individual members, successors, assigns, employees, agents and representatives due to or arising out of the Work performed by the Bidder.

## **7. INSURANCE**

The Bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Bidder shall provide the College with current certificates of insurance for all coverages and renewals thereof, naming the College as an Additional Insured on a primary and non-contributory basis and shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to the College.

The insurance to be provided by the Bidder shall be as follows:

- a. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence and a \$2,000,000 general aggregate with an excess umbrella of \$3,000,000 as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the College, its officers, and employees as Additional Insureds on a primary and non-contributory basis. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

- b. Automobile liability insurance, which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than for each Accident \$500,000; Disease – EA Employee \$500,000 and Disease – Policy Limit \$500,000.

Vendor agrees to save and hold harmless Warren County Community College, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees (“Indemnitees”), from and against any and all liability arising out of this contract, whether such liability is direct or vicarious. Vendor further agrees to indemnify and hold harmless any and all Indemnitees for their own negligence, regardless of whether such negligence is responsible wholly or in part for the damages suffered. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.

## **8. DAMAGES**

- a. No Consequential Damages. Except as otherwise provided herein, in no event will either party be liable to the other party for lost profits or for any indirect, incidental, consequential, special, or exemplary damages arising from the Contract regardless of the type of claim.
- b. The Vendor will be one hundred percent (100%) responsible for any damage to College property caused by the Vendor, its employees, and/or its agents' negligence or misconduct.

## **9. TERMINATION OF CONTRACT**

- a. For Convenience

Notwithstanding any provision or language in this Contract to the contrary, the College may terminate at any time, in whole or in part, this Contract for the convenience of the College, upon no less than 30 days written notice to the Bidder.

- b. For Cause:

1. If the Bidder fails to perform or comply with the Contract Documents, the College may terminate the Contract, in whole or in part, upon 10 days' written notice to the Bidder with an opportunity to cure.
2. If, after a reasonable period of time, the Bidder continues to perform the Contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short shipping etc., the College may terminate the Contract by written notice to the Bidder effective three (3) business days after the College's transmission of such notice. A notice or other communication under this Contract includes delivery by the College's electronic messaging system/email.
3. The College reserves the right to contact persons of any facility served by the Contractor's and reject based on record of poor performance from references.
4. 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.

- c. The prospective bidder must not have wrongfully defaulted on a contract or had work terminated for non-performance with the past (5) years.
- d. In cases of emergency, the College may shorten the time periods of notification and may dispense with an opportunity to respond.
- e. In the event of termination under this Section, the Bidder will be compensated for work performed in accordance with the Contract, up to the date of termination.

#### **10. ASSIGNMENT**

The Contract may not be assigned by the Bidder, in whole or in part, without the prior written consent of the College. Such consent, if granted, shall not relieve the Bidder of any responsibilities under the Contract.

#### **11. STATUS AS INDEPENDENT CONTRACTOR; SUBCONTRACTS**

The Bidder is an Independent Contractor and while performing work on or off the College's premises neither it nor any of its employees shall be considered agents or employees of the College. Bidder shall not subcontract or delegate its obligations under this Contract.

#### **12. LEGAL COMPLIANCE**

The Bidder shall observe and comply with all federal, state and local laws, rules and regulations effecting goods and services under this Contract.

#### **13. GOVERNING LAW**

The Contract shall be construed and interpreted according to the laws of the State of New Jersey. Jurisdiction and venue shall be agreed to be in the appropriate courts in Monmouth County, New Jersey.

#### **14. MAINTENANCE OF RECORDS**

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

#### **15. MERGERS, ACQUISITIONS**

If, subsequent to the award of any Contract, the Bidder shall merge with or be acquired by another firm, the following documents must be submitted to the College.

- a. Corporate resolutions prepared by the awarded Bidder and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. All updated ownership disclosure information.
- c. Bidder Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of Contract.

If subsequent to the award of the Contract, the Bidder's partnership or corporation shall dissolve, the College must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the College in writing, the names of the parties proposed to perform the Contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the College.

## **II. GENERAL CONDITIONS APPLICABLE TO SERVICES**

### **1. SERVICES PERFORMANCE STANDARDS**

- a. The Work shall be performed in a first-class manner by qualified and efficient workers who shall not cause labor conflicts with any workers employed by the College or others working at College's facilities. The Work shall be performed in strict conformity with the strictest quality standards mandated and/or recommended by all generally recognized organizations establishing quality standards for work of the type to be performed hereunder. Bidder shall be solely responsible for controlling the manner and means by which it and its employees perform labor and services, and it shall observe, abide by and perform all of its obligations in accordance with all legal requirements.
- b. Bidder shall control the means and methods of performing all Work.
- c. Bidder, to the exclusion of the College, shall be solely responsible for the safety of its workplace and its employees. Bidder shall comply fully with all applicable codes, regulations and requirements imposed or enforced by all government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, for work of the type to be performed hereunder. Notwithstanding the foregoing, any stricter standard contained in the Contract Documents shall govern.
- d. Bidder is responsible for securing and maintaining all applicable licenses and permits in order to be able to lawfully perform the Work and the contract price shall be deemed to include the cost of these items.
- e. Notwithstanding any prior inspection or payment, services delivered hereunder shall be subject to acceptance or rejection by the College at any time within thirty (30) days after completion of services. If requested, Bidder shall furnish satisfactory evidence of the kind, quality and quantity of labor used or to be used; provided, however, that the College's review or approval of any labor shall not in any respect excuse or relieve the Bidder from its sole and exclusive duty to perform all Work in strict accordance with the Contract Documents.
- f. If delivery of services is not made as required by the Contract Documents, the College may obtain the services from any available source, the difference in price, if any, to be paid by the Bidder.

### **III. GENERAL CONDITIONS APPLICABLE TO GOODS**

#### **1. DELIVERY**

- a. Deliveries shall be made in the time and manner required in the Contract Documents.
- b. If delivery of Goods is not made as required by the Contract Documents, the College may obtain the Goods from any available source, the difference in price, if any, to be paid by the Bidder.
- c. Unless specifically stated in the Specifications, and if so, only to that extent, all prices are F.O.B. Destination. Regardless of the method of quoting shipments, the Bidder shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the College.
- d. F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the College at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at Bidder's convenience when a single shipment is ordered. The weights and measures of the College shall govern.
- e. Notwithstanding any prior inspection or payments, all Goods delivered hereunder shall be subject to final inspection and acceptance or rejection by the College at any time within thirty (30) days after delivery to the College. All items which are not in compliance with the specifications, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items specified hereunder without the prior written consent of the College may be rejected by the College and returned or held at Bidder's expense and risk.

2. **PRICE ADJUSTMENT** - In the event the manufacturer of any Goods decreases the price of any such Goods during the term of the Contract, the College shall receive a credit for the amount of said decrease from and after its effective date as to any undelivered purchase order and on any subsequent order placed during the contract period. The Bidder shall notify the College of any such reduction in writing, within five (5) days of its effective date or of its receipt of notice from the manufacturer, whichever occurs first.
3. **SUBSTITUTIONS** - The Bidder may make substitutions of Goods only with the consent of the College. The College reserves the right to reject any substitution request made by the Bidder.
4. **MATERIAL SAFETY DATA SHEETS** – If some or all of the goods being provided by Bidder are on OSHA's "Hazardous Substances List," a complete Material Safety Data Sheet (MSDS) must be provided to the Director of Facilities.

END OF GENERAL CONDITIONS

POST CONTRACT AWARD AND POLITICAL DISCLOSURE CONTRIBUTION FORM FOLLOW THIS  
PAGE

**WARREN COUNTY COMMUNITY COLLEGE**

**CONTRACT FORM**

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

**BETWEEN** the College: **WARREN COUNTY COMMUNITY COLLEGE**

and the Vendor: \_\_\_\_\_

for the following Services: **25-01, Landscaping Services**

The College and Vendor agree as follows:

**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Instructions, Bid package and Addenda issued prior to execution of this Agreement, modifications issued after execution of this Agreement, and Vendor's Response to the Bid, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

Any proposal, statement of work, quote, invoice, acknowledgement or other communication issued by the Vendor in connection with, or otherwise incorporated by reference into, this Contract will be for the purposes of describing in greater detail the goods and/or services (as applicable) to be provided and/or for record and accounting purposes only. **Any terms or conditions set forth in such communication or in Vendor's response to the Bid will not apply to this Contract and will not be considered as Vendor's exceptions to this Contract.** Any additional or different terms proposed by Vendor are objected to and rejected and will be deemed a material alteration of the Contract. Furthermore, the College will not be bound by any "disclaimers" or "click to approve" terms or conditions now or hereafter contained in any website used by the Vendor in connection with the goods and/or services (as applicable) or the Contract.

**ACCEPTED AND AGREED:**

\_\_\_\_\_  
Vendor

Date: \_\_\_\_\_

**NOTICE TO VENDOR**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY DOCUMENT PERTAINING TO THIS PROCUREMENT, NO COLLEGE OFFICER, EMPLOYEE, CONSULTANT, CONSTRUCTION OR OTHER MANAGER, OR ANY OTHER INDIVIDUAL OR FIRM IS EMPOWERED TO APPROVE OR AUTHORIZE ANY CHANGE WHATSOEVER TO THIS CONTRACT INCLUDING WITHOUT LIMITATION CHANGE ORDERS, AMENDMENTS, MODIFICATIONS, ADDITIONS, CREDITS, OR CHANGES IN SCOPE, COMPENSATION, OR NOT TO EXCEED AMOUNTS.**

**NO CHANGE ORDER, MODIFICATION, AMENDMENT, ADDITION, CREDIT, OR OTHER CHANGE IN SCOPE, COMPENSATION, OR NOT TO EXCEED AMOUNT SHALL BE VALID OR BINDING UPON THE COLLEGE, AND THE COLLEGE SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH, UNLESS AND UNTIL THE SAME IS APPROVED BY A FORMAL AND DULY ADOPTED RESOLUTION OF THE WARREN COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES IN ACCORDANCE WITH THE COLLEGE'S CONTRACTS POLICY.**

**THE WORK**

The term "Work" means the provision of goods and/or services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Vendor to fulfill the Vendor's obligations. The Vendor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**CONTRACT SUM**

The College shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be up to the Board of Trustee's approved amount of \$\_\_\_\_\_.

The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the College:

**COUNTERPARTS AND SIGNATURES**

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single, enforceable instrument. Facsimile, PDF or scanned copies sent by email of this Contract and any signatures thereon shall be considered for all purposes as original signatures.

**ELECTRONIC SIGNATURE(s)** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with New Jersey and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature.

**(GEN-23-03) Requirements and Responsibilities for Third-Party Servicers and Institutions.** Warren County Community College reserves the right to terminate this Contract, at any time, if the Contract and/or Vendor's services provided impact the College's eligibility to maintain eligibility for or compliance with Title IV of the Higher Education Act (HEA; P.L. 9-329), as amended, and related statutes, regulations, sub-regulatory positions and guidance.

The **VENDOR** and **COLLEGE** hereby bind themselves:

**VENDOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WARREN COUNTY COMMUNITY COLLEGE**

By: \_\_\_\_\_

Barbara Pratt

VP, Finance & Operations

Date: \_\_\_\_\_

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

**Continuation Page**  
**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_\_ of \_\_\_\_

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)