



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

Bid Name: Professional Cleaning Services  
Bid Number: 25-4  
Bid Opening: Friday, April 25, 2025 at 3pm

Office of Campus Operations  
Ken Bovasso  
Purchasing Manager

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

The following documents (if checked) are included within this Bid: 25-4

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**  

INDEX   **X**  

BID REQUIREMENTS   **X**  

INSTRUCTIONS TO BIDDERS   **X**  

FORM 1: BIDDER’S CHECKLIST   **X**  

FORM 2: BID PROPOSAL   **X**  

FORM 3: ADDENDA   **X**  

FORM 4: BID BOND   **X**  

FORM 5: CONSENT OF SURETY   **X**  

FORM 6: BIDDER’S CERTIFICATION AND BUSINESS REGISTRATION REQUIREMENTS   **X**  

FORM 7: NON-COLLUSION AFFIDAVIT   **X**  

FORM 8: OWNERSHIP DISCLOSURE   **X**  

FORM 9: MANDATORY EQUAL OPPORTUNITY LANGUAGE AND CERTIFICATION   **X**  

FORM 10: EQUAL OPPORTUNITY INFORMATION   **X**  

FORM 11: AMERICANS WITH DISABILITIES ACT LANGUAGE   **X**  

FORM 12: CERT. OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS   **X**  

FORM 13: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN   **X**  

FORM 14: BIDDER’S QUALITY ASSURANCE PROGRAM & EMPLOYEE TRAINING PROGRAM   **X**  

FORM 15: BIDDER’S REFERENCES   **X**  

SCOPE OF SERVICES   **X**  

GENERAL CONDITIONS   **X**  

The following documents are post-award submittal requirements:

CONTRACT FORM

POLITICAL CONTRIBUTION DISCLOSURE FORM

PERFORMANCE BOND

**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 **Friday, April 25, 2025 at 3pm**

**Bid No. 25-4 , Professional Cleaning Services**

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 Friday, April 25, 2025 at 3pm

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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**SCOPE OF SERVICES**

By way of brief summary, the services are for:

Professional cleaning services described more fully in this Bid No. 25-4.

Warren County Community 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 has two locations:

- A. The Main Campus is located at 475 Route 57 West, Washington, N.J. The Main Campus is approximately 75,000 GSF and consists of one building with classrooms and offices. This contract covers housekeeping for all areas except the 1,500 sq. ft café area..
- B. The Education Center located eight (8) miles from the main campus in Phillipsburg, N.J. at 445 Marshall Street. The College utilizes 34,000 square feet consisting of classrooms, office space and common areas, where housekeeping services are needed. .
- C. The College is open year-round, although its peak periods of operations are September through December and January through Mid-May. The College serves approximately 900 students on campus, 56 full-time employees and approximately 20 part-time instructors.

The Contract shall be for the period of on or about July 1, 2025 through June 30, 2026 with two renewable one-year terms for the periods of July 1, 2026 through June 30, 2027 and July 1, 2027 through June 30, 2028. The renewal years shall be based on the recommendation of the College and approval of the Board of Trustees.

Cleanings shall be completed in the evening hours during the fall and spring semesters unless otherwise agreed upon with Management.. This can normally begin on Mondays and Wednesdays at 8:00 pm (except in active classrooms), and after 6 pm on other days.

Summer Hours run until 7 pm. Cleaning will be needed on Monday, Tuesday, Wednesday and Thursday evenings.

**SCHEDULE A  
REQUIRED DAILY CLEANING**

- 1. Restrooms**
  - a. Restrooms will be thoroughly sanitized after school each evening.
  - b. Remove all trash to collection point.
  - c. Refill paper towel, soap and toilet paper containers (with supplies provided by the College).
  - d. Sweep and sanitize floors and disinfect all plumbing fixtures, including all basins, bowls and urinals, inside and outside faucets. Polish all mirrors and bright work.
  - e. Dust all ledges, vents, partitions, and light fixtures above sinks.
  - f. Damp wipe all partitions with disinfectants.
  - g. Spot clean all walls.
  - h. Remove graffiti.
  - i. Check to be sure all plumbing is operational, that there are no stoppages, or that there are no leaks.
  
- 2. Offices, Lounges , Conference Rooms and Classrooms**
  - a. Empty all waste receptacles and damp wipe them as necessary to remove soil.

- b. Dust clear areas of furniture tops, shelves and ledges.
- c. Spot-clean glass doors and partitions. Wipe dry as needed.
- d. Clean any sinks or other rest room fixtures in offices in accordance with the rest room cleaning procedure.
- e. Dust mop floor with a treated dust mop. Sweep wooden or cement floors that are too rough to dust mop.
- f. Spot mop all floors (except carpeted floors) to remove very heavy soil.
- g. Vacuum clean traffic patterns on carpeted floors four days each week (vacuum clean the entire carpeted area one day each week).
- h. Wipe down desktops and chairs.

**3. Entrances, Lobbies, Hallways**

- a. Empty waste from waste receptacles. Damp-wipe soiled waste receptacles. Replace plastic when used in waste receptacles.
- b. Dust all windowsills, ledges and furniture tops.
- c. Clean smudges and soil from glass in partitions and doors.
- d. Vacuum any carpets or mats and check carpets for spot cleaning.
- e. Dust mop floors with wide, treated dust mop. Vacuum mop head periodically to remove dust, when a vacuum cleaner is available; or shakeout into empty plastic bag, with mop head in the bag. Sweep wood and rough concrete floors.
- f. Spot-mop floors as necessary to remove heavy soil. (Completely damp mop ceramic concrete, terrazzo and resilient tile floors weekly).
- g. Clean water fountains with germicidal detergent or powdered cleanser. Wipe off with dry cloth.
- h. Spot-clean finger marks and smudges on walls, door facings and doors. Rinse with sponge and clear water.
- i. Fire extinguisher boxes – Remove trash and damp wipe surfaces.
- j. Wipe baseboards.

**4. Stairways**

- a. Dust mop using small, treated dust mop. If soil is heavy or abrasive, use abroom. Dust handrails and any windowsills or ledges.
- b. Spot clean walls, using detergent solution. Difficult to remove marks maybe removed by carefully applying lotion cleanser with a damp sponge or cloth and rinsing thoroughly with clean water.
- c. Using a damp cotton mop, spot mop treads that are heavily soiled.
- d. Vacuum clean carpets and spot clean as necessary.

**SCHEDULE B  
REQUIRED TWICE PER WEEK**

Using a floor machine equipped with a buffing brush or pad, buff resilient tile and terrazzo floors. After buffing, dust mop the floor as necessary.

**1. Stairways**

- a. Completely damp mop treads.
- b. Wipe down handrails with detergent solution and cloth.
- c. Wipe down stair risers monthly to remove soil, scuffs and shoe marks.

**SCHEDULE C  
REQUIRED WEEKLY CLEANING**

- 1. Classrooms, Laboratories, and Library**
  - a. Thoroughly mop all smooth flooring surfaces with a mild sanitizing solution.
  - b. Completely vacuum carpeted areas, moving all furniture and rearranging as needed.
  - c. Damp wipe all doors.
  - d. Empty all pencil sharpeners.
  - e. Dust vertical furniture surfaces, wall vents and vertical wall trim.
  - f. Check all ceilings for cobwebs.
  - g. Clean all doorknobs, push plates and kick plates.
  - h. Carefully clean and damp wipe all chalk board trays.

**SCHEDULE D  
REQUIRED CLEANING EVERY FOUR (4) WEEKS**

If there are sealed concrete floors coated with floor finish or floor wax, these should be buffed monthly.

- 1. Restrooms**
  - a. Damp wipe all vertical surfaces with a mild sanitizing disinfectant.
  - b. De-lime urinals.
  - c. Clean doorknobs, push plates and kick plates.
  - d. Check all ceilings for cobwebs.
- 2. Offices, Lounges, and Conference Rooms**
  - a. In areas which have ceramic, concrete, terrazzo or resilient tile floors, damp mop.
  - b. Completely vacuum carpeted area.
  - c. Dust vertical furniture surfaces, wall vents and vertical wall trim.
  - d. Clean all doorknobs, push plates, and kick plates.
  - e. Check all ceilings for cobwebs.
  - f. Buff all smooth floor surface traffic patterns every week. Spray buff entire flooring area monthly.
  - g. Clean all telephones with a mild sanitizing disinfectant.
- 3. Entrances and Lobbies**
  - a. Clean all entrance way glass using a glass cleaner in a spray bottle.
  - b. Completely damp mop ceramic, concrete, terrazzo and resilient tile floors.
  - c. Dust vertical furniture, surfaces, wall vents and vertical wall trim.
  - d. Clean metal doorknobs, rails, push plates and kick plates on doors.
  - e. Check all ceilings for cobwebs.

**SCHEDULE E  
REQUIRED ANNUAL AND SEMI-ANNUAL CLEANING BEFORE THE START OF EACH SEMESTER**

- 1. Floor Refinishing**

- a. Strip and wax all floors in classrooms, hallways, public space and gathering areas during the summer months prior to the opening of the College for the fall semester.
- b. Computer labs are to be coordinated with the College administration and its contracted IT department to ensure rooms are prepped and all wiring is dealt with by the IT staff prior to stripping and waxing of said computer labs. No wires are to be arbitrarily touched or removed by a cleaning staff member. This will be the sole responsibility of the IT staff to prep rooms prior to stripping and waxing.
- c. Library - Wipe down library bookshelves semi-annually.

**SCHEDULE F  
MISCELLANEOUS RESPONSIBILITIES**

It is to be understood that the Contractor is there to support the faculty, administration and staff. As such, unscheduled needs will arise from time to time and will need to be met by the Contractor.

Normally recurring miscellaneous duties include:

- a. Securing of facility – daily P.M. check of function integrity of the building hot water, heat, leaks, etc.
- b. Other duties as assigned by faculty, administration or staff.

## GENERAL HOURS OF OPERATION

### **Main Campus Hours of OPERATIONS are generally as follows:<sup>1</sup>**

Monday and Wednesday: 8:00am to 9:00pm

Tuesday and Thursdays: 8:00am to 6:30 pm

Friday: 8:00am to 5:00pm

Summer Hours Main Campus (May after Graduation through Mid-August)

Monday through Thursday 8:00 am to 7:00 pm at the Washington Campus

### **Phillipsburg Education Center Campus Hours of OPERATIONS are as follows:**

Monday through Thursday, 9:00am to 10:00pm

Friday, 9:00am to 5:00pm

The academic year runs: Fall Semester is: Sept 2, 2025 through Dec. 22, 2025

Spring semester: Jan 20, 2026 through May 12, 2026

During the period between Christmas and New Year's Day, the College is closed. Beginning the day after New Years' the College's administrative offices re-open and the full spring semester begins approximately the third week of January.

Hours of Operation may vary during the course of the semester as the College engages in events that require security services on occasional Saturdays. Special hours will be required for the Friday and Saturday of Graduation (third Saturday of May).

**Key Dates**

Request for Bids Available:	April 8, 2025
Non-mandatory site visit @ 2:00 pm:	April 15, 2025
Any Clarification Questions on the bid must be received by the College in writing by:	April 18, 2025
College will respond to questions by:	April 22, 2025
Bid proposals must be received by the College By 3:00 pm on:	April 25, 2025
Contract Awarded by Board of Trustees:	May 17, 2025

## **BIDDING REQUIREMENTS**

### 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.

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

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.

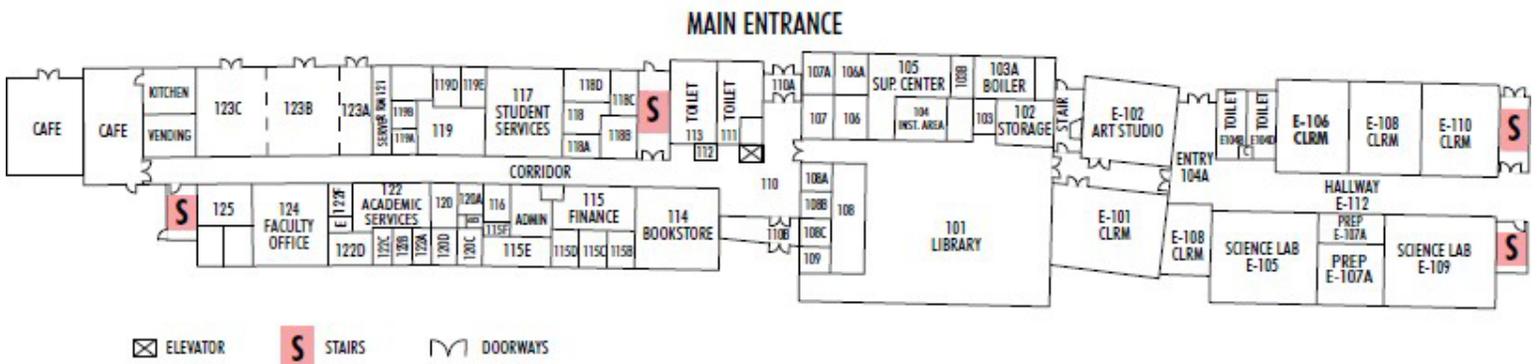
In the event of the insolvency of the corporate surety, the Contractor shall forthwith furnish and maintain another performance bond and payment bond.

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.

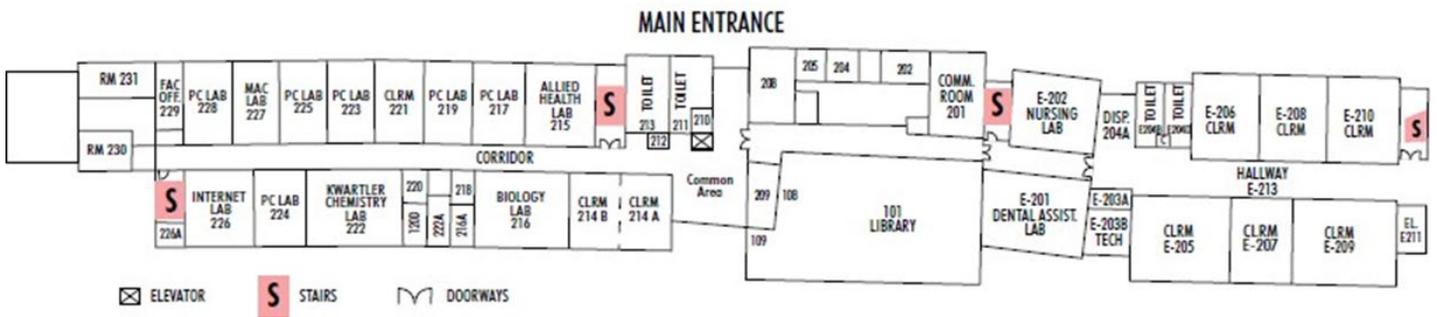
**NOTE:** Pursuant to Article 1, Paragraph 23, of the New Jersey Constitution, and N.J.A.C. 12: 56-3.1(c), the New Jersey Department of Labor and Workforce Development (NJDOL) sets the minimum wage for the coming year based on any increase in Consumer Price Index (CPI) data provided by the U.S. Bureau of Labor Statistics. **On January 1, 2025, the minimum wage was raised to \$15.49 per hour.**

# WASHINGTON MAIN CAMPUS

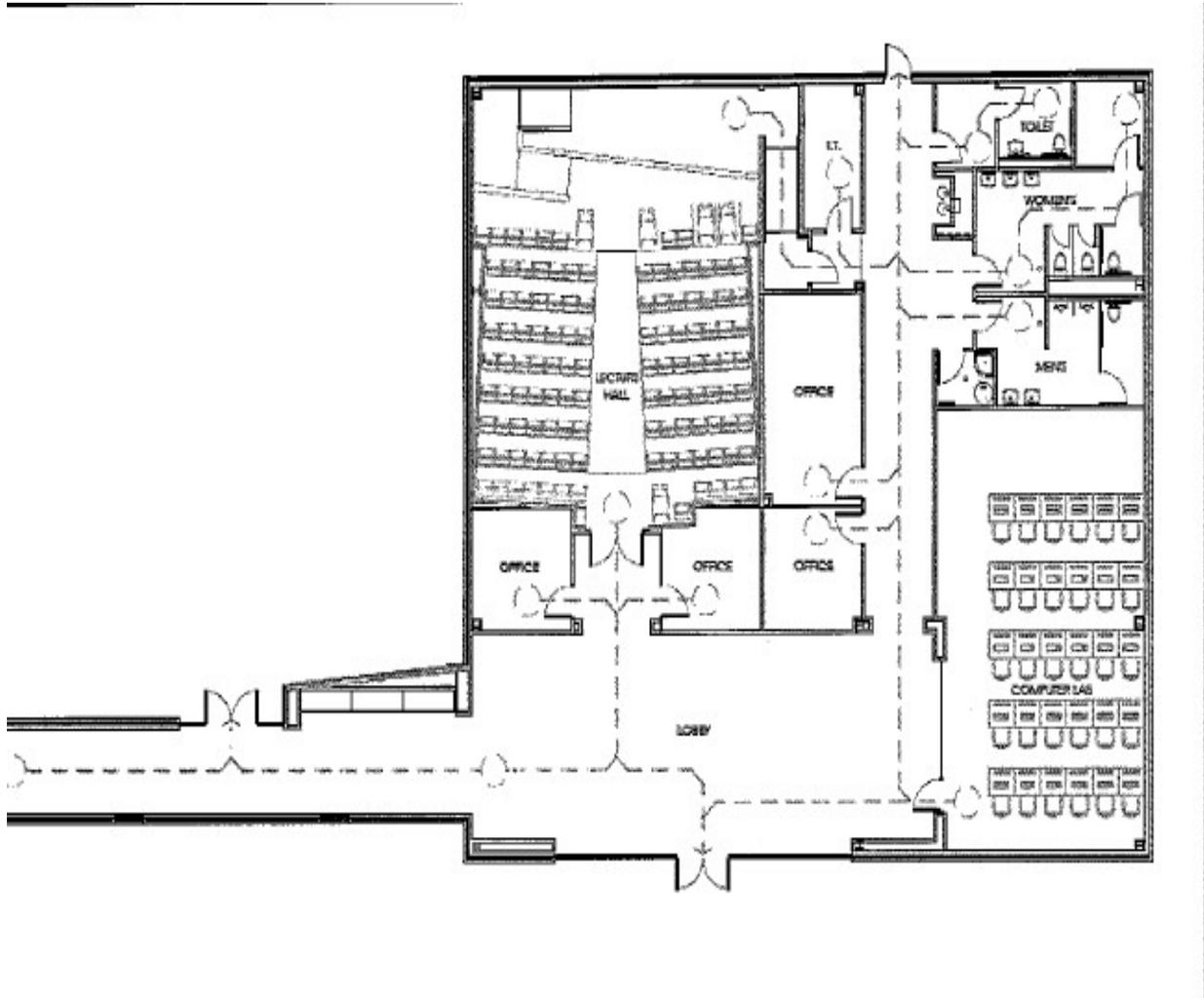
## FIRST FLOOR LAYOUT



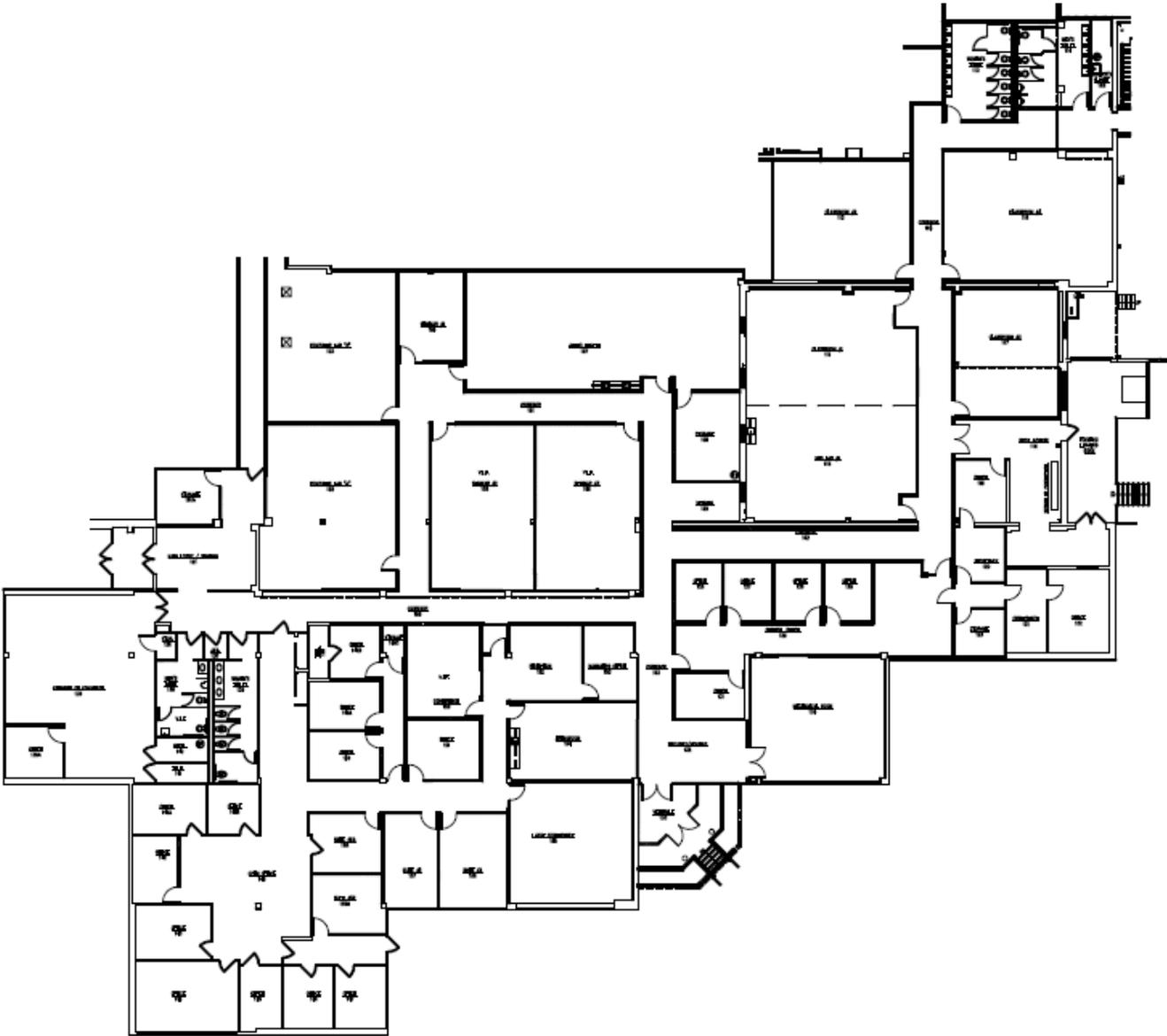
## SECOND FLOOR LAYOUT



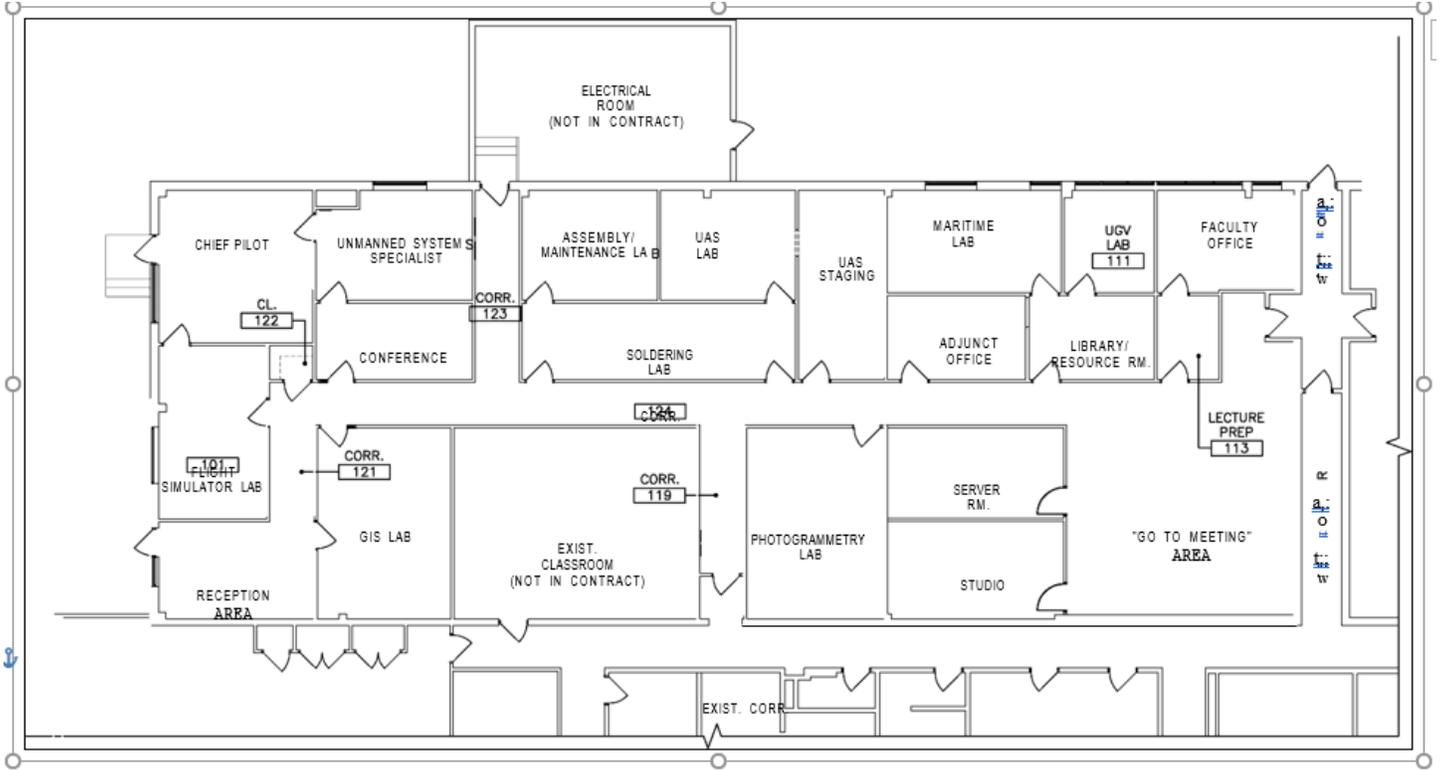
WASHINGTON ANNEX ADDITION



# PHILLIPSBURG EDUCATION CENTER



**PHILLIPSBURG  
DRONE ROBOTICS CENTER FLOOR PLAN**



DRONE ROBOTICS CENTER FLOOR PLAN

**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. **Failure to include this checklist and any of the following documents with the Bid Proposal shall result in rejection of the Bid.**

- Bid Form 1: Bidder's Checklist**
- Bid Form 2: Bid Proposal**
- Bid Form 3: Addenda**
- Bid Form 4: Bid Bond**
- Bid Form 5: Consent of Surety**
- Bid Form 6: Bidder's Certification and Registration**
- Bid Form 7: Non-Collusion Affidavit**
- Bid Form 8: Statement of Ownership Disclosure**
- Bid Form 9: Mandatory Equal Employment Opportunity Language**
- Bid Form 10: Equal Employment Opportunity Information**
- Bid Form 11: Americans with Disabilities Act**
- Bid Form 12: Certification of Non-Involvement in Prohibited Activities in Russia and Belarus**
- Bid Form 13: Disclosure of Investment Activities in Iran**
- Bid Form 14: Bidder's Quality Assurance Program & Employee Training Program**
- Bid Form 15: Bidder's References**

**An original and two copies of required response to the RFB must be delivered by April 25, 2025 by 3:00 p.m. to the following address: 475 Route 57 West, Washington, New Jersey 07882 , Attn: Campus Operations**

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

The undersigned hereby proposes to furnish and deliver all services specified in the College's RFB for the following price:

**Year One July 2025 to June 2026**

\_\_\_\_\_ \$ \_\_\_\_\_  
(AMOUNTS TO BE SHOWN IN BOTH WORDS AND FIGURES\*)

The Bidder's initial-year's prices 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.  
The Bidder shall include pricing for the optional renewals:**

**Year Two July 2026 to June 2027**

\_\_\_\_\_ \$ \_\_\_\_\_  
(AMOUNTS TO BE SHOWN IN BOTH WORDS AND FIGURES\*)

**Year Three July 2027 to June 2028**

\_\_\_\_\_ \$ \_\_\_\_\_  
(AMOUNTS TO BE SHOWN IN BOTH WORDS AND FIGURES\*)

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/title of bidder: \_\_\_\_\_

**Signature of Bidder's Representative:** \_\_\_\_\_

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 complete and 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.**

**WARREN COUNTY COMMUNITY COLLEGE**  
**BID FORM 3: ADDENDA**

**BIDDER'S ACKNOWLEDGEMENT OF RECEIPT OF ALL**  
**ADDENDA (IF ANY)**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Initial Receipt</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Signature of Bidder's Representative

\_\_\_\_\_  
Name and Title of Signatory

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

**WARREN COUNTY COMMUNITY COLLEGE**

**BID FORM 4:**

**BID BOND**

THE UNDERSIGNED BIDDER and "Surety", a corporation duly authorized to transact business in the State of New Jersey, are held and firmly bound unto the Warren County Community College (the "COLLEGE") for the full and just sum of **10% of the Bid Price, not to exceed \$20,000:**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_),  
(WORDS) (FIGURES)

The payment of which sum the BIDDER and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the covenants herein.

The BIDDER has submitted a Bid to perform certain Work described in Bidding Documents entitled:

**WARREN COUNTY COMMUNITY COLLEGE**

Contract No. \_\_\_\_\_  
(Type of Work / Trade)

The Surety hereby agrees to pay the full-face value of this Bond to the COLLEGE, as Liquidated Damages, and not as a penalty, unless this Bond is void.

This Bond shall only be void if the BIDDER well, truly and faithfully performs all requirements contained in the Bidding/Contract Documents incident to an Award of the Contract including, but not limited to, proper execution and submission of all Contract forms and all other required documentation.

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the BIDDER and Surety hereby bind themselves herein:

**FOR THE BIDDER:**

**FOR THE SURETY:**

\_\_\_\_\_  
(Name of BIDDER)

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
(Print Name-BIDDER's Authorized Representative)

By: \_\_\_\_\_  
(Print Name of Attorney-in-Fact)

By: \_\_\_\_\_  
(Signature-BIDDER's Authorized Representative)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**IMPORTANT -- ATTACH AND SUBMIT WITH THE BID:  
A POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT WHICH IS CURRENTLY DATED and VALID  
FOR THE ENTIRE AMOUNT OF THE BOND**

**NOTE: BIDDERS MUST USE THIS FORM OR ITS LEGAL EQUIVALENT. SUBMISSION OF AIA DOCUMENT A310, OR ANY OTHER FORM LIMITING OR POTENTIALLY LIMITING THE PENAL SUM OF THE BOND TO THE DIFFERENCE BETWEEN THE BID PRICE AND THE COLLEGE'S COST OF THE WORK WILL BE CAUSE FOR REJECTION OF THE BID.**

**WARREN COUNTY COMMUNITY COLLEGE**  
**BID FORM 5:**  
**CONSENT OF SURETY**

A Performance Bond will be required from the successful Bidder on this Contract. All Bidders must submit Bid this Consent of Surety with their Bid Proposal:

**WARREN COUNTY COMMUNITY COLLEGE**

\_\_\_\_\_  
**Contract No.** \_\_\_\_\_  
**(Type of Work / Trade)**

is awarded to:

\_\_\_\_\_  
**(Bidder's Name)**

The undersigned hereby warrants that it is in all respects qualified to provide the required Bonds as set forth in the Contract Documents, and that it will provide and execute all Performance, Payment and Maintenance Security in the form and as otherwise required by the Contract Documents.

\_\_\_\_\_  
**(Print Name of Surety)**

\_\_\_\_\_  
**(Print Name of Attorney-in-Fact)**

\_\_\_\_\_  
**(Signature of Attorney-in-Fact)**

**ATTACH AND SUBMIT WITH THE BID:**

**A POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT WHICH IS CURRENTLY DATED and VALID FOR THE TOTAL AMOUNT OF ALL BONDS.**

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

**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 7: NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_, Being First Duly Sworn, Deposits and Says that:

- 1) S/He is (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- 2) S/He is fully informed respecting the preparation and contents of the attached Bid on the College's Contract and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, employees, agents representatives, or parties in interest, has in any way colluded, conspired, connived or agreed directly or indirectly with any representative of the College, any other Bidder, or any other firm or person for the purpose of submitting a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any representative of the College, any other Bidder, or any other firm or person to fix the price or prices in the attached Bid or of any Bid by another Bidder, or to fix any overhead, profit or cost element of the Bid Price of the attached Bid or the Bid Price of any other Bidder or in order to secure, through any collusion, conspiracy, connivance or unlawful agreement, an advantage against the Warren County Community College or any other Bidder or potential Bidder;
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and
- 6) No person or selling agency has been employed or retained by Bidder to solicit or secure this Contract in exchange for a commission, percentage, brokerage or contingent fee.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and Sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

Name \_\_\_\_\_

My commission expires: \_\_\_\_\_

**WARREN COUNTY COMMUNITY COLLEGE**  
**BID FORM 8:**  
**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 9**

**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:**

**[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa302.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf)**

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 10**

**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).

**[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa302.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf)**

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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 11**

**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 12**

**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>1</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



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 \_\_\_\_\_

**INCLUDE BIDDER'S QUALITY ASSURANCE PROGRAM**  
**& EMPLOYEE TRAINING PROGRAM**  
**- SUBMIT WITH BID**

**BIDDER'S REFERENCES**  
**- SUBMIT WITH BID**

**Include three references from commercial or governmental sites currently or recently served that are at least 50,000 sq. ft.**

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

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

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

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

## 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.

### 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 SPECIFICATIONS FOLLOW THIS PAGE**



**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**

**WARREN COUNTY COMMUNITY COLLEGE**

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

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

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

Barbara Pratt

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

VP, Finance & Operations

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

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





## **PERFORMANCE BOND**