



County College of Monmouth  
765 Newman Springs Road  
Lincroft, NJ 07738  
Phone: 732-224-2241

**BID PACKAGE**

**BID NUMBER:** 25-20

**BID NAME:** General and Athletic Fields Landscaping Services

**BID OPENING:** Thursday, June 5, 2025, at 11:30 am

Dear Vendor:

Enclosed for your review, please find a copy of our bid package, which contains the necessary information for you to prepare your bid. Should you have any questions, please contact me at 732-224-2241 or [kvanlew@brookdalecc.edu](mailto:kvanlew@brookdalecc.edu).

Pre-Bid Meeting will be held on Wednesday, May 21, 2025, at 10 am in the Gorman Hall Conference Room, 1st Floor – Parking Lot #4. Site Visit will follow the pre-bid meeting.

2nd Site Visit is scheduled for Friday, May 30, 2025, at 10 am. Meet at the same location as above. Please contact Michelle Branagan at 732-224-2080 or [mbranagan@brookdalecc.edu](mailto:mbranagan@brookdalecc.edu) to confirm you will be attending the 2<sup>nd</sup> site visit.

**Pre-Bid Meeting and Site Visit are not mandatory; however, they are highly recommended.**

Thank you for your continued interest in Brookdale Community College.

Sincerely,

*Kim Van Lew*

Kim Van Lew  
Manager, Purchasing

**BROOKDALE COMMUNITY COLLEGE  
BID REQUIREMENTS FOR GOODS AND SERVICES CONTRACTS**

**TABLE OF CONTENTS**

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

If any of the documents checked below are missing from the bid package, contact the Purchasing Office at (732) 224-2241. 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**  

BID REQUIREMENTS   **X**  

INSTRUCTIONS TO BIDDERS   **X**  

FORM 1: BIDDER’S CHECKLIST   **X**  

FORM 2: BID   **X**  

FORM 3: BID BOND/SECURITY   **X**   NOT REQUIRED FOR THIS PROJECT       

FORM 4: CONSENT OF SURETY   **X**   NOT REQUIRED FOR THIS PROJECT       

FORM 5: OWNERSHIP DISCLOSURE   **X**  

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

FORM 7: MANDATORY EQUAL OPPORTUNITY LANGUAGE AND CERTIFICATION   **X**  

FORM 8: EQUAL OPPORTUNITY INFORMATION   **X**  

FORM 9: AMERICANS WITH DISABILITIES ACT LANGUAGE   **X**  

FORM 10: CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS   **X**  

FORM 11: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN   **X**  

GENERAL CONDITIONS   **X**  

SPECIFICATIONS   **X**  

**The following documents are post-award submittal requirements:**

CONTRACT FORM   **X**

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**BROOKDALE COMMUNITY COLLEGE  
ADVERTISEMENT FOR BIDS**

Notice is hereby given that sealed bids will be received by Brookdale Community College ("College") and opened and read in public in the Finance & Operations Conference Room, which is located in the Brookdale Administrative Center Building, 2<sup>nd</sup> Floor by Parking Lot #3, 765 Newman Springs Road, Lincroft, New Jersey 07738 on **Thursday, June 5, 2025:**

**Bid No. 25-19, Snow Removal Services at 11 am**

**Bid No. 25-20, General and Athletic Fields Landscaping Services at 11:30 am**

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.

Pre-Bid Meeting will be held on Wednesday, May 21, 2025, at 10 am in the Gorman Hall Conference Room, 1st Floor – Parking Lot #4. Site Visit will follow the pre-bid meeting.

One (1) set of Contract Documents may be obtained from the Brookdale Community College Purchasing Department via email [purchasing@brookdalecc.edu](mailto:purchasing@brookdalecc.edu) on or after Friday, May 16, 2025.

All Bids must be submitted in a sealed envelope addressed to the Brookdale 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 Kim Van Lew, Manager of Purchasing. 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 the bid opening.

Each bid must be accompanied by a bid guarantee in the form of a cashier's check, certified check, or treasurer's check drawn upon an incorporated bank or trust company and payable to Brookdale Community College, or a bid bond conforming to the specifications, in the amount of 10% not to exceed \$20,000 of the bid. No bidder may withdraw his bid within 60 days after the actual date of the bid opening thereof.

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

Brookdale Community College is an Equal Opportunity Affirmative Action Institution.

Kim Van Lew  
Manager, Purchasing

## **BID REQUIREMENTS**

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

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

- |                    |   |
|--------------------|---|
| _____ Bid Form 2:  | <b>Bid*</b>   |
| _____ Bid Form 3:  | <b>Bid Bond or Security (Instructions, par. 13) *</b>   |
| _____ Bid Form 4:  | <b>Consent of Surety *</b>  |
| _____ Bid Form 5:  | <b>Statement of Ownership Disclosure*</b>   |
| _____ Bid Form 6:  | <b>Certification and Business Registration Requirements (NJBRC required prior to Bid Award)</b> |
| _____ Bid Form 7:  | <b>Mandatory Equal Employment Opportunity Language</b>  |
| _____ Bid Form 8:  | <b>Equal Employment Opportunity Information</b>   |
| _____ Bid Form 9:  | <b>Americans with Disabilities Act</b>  |
| _____ Bid Form 10: | <b>Certification of Non-Involvement in Prohibited Activities in Russia and Belarus</b>          |
| _____ Bid Form 11: | <b>Disclosure of Investment Activities in Iran</b>  |
| _____              | <b>Detailed Specifications and Pricing Sheet*</b>   |

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

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

**BROOKDALE COMMUNITY COLLEGE  
INSTRUCTIONS TO BIDDERS**

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

Summary of Work

By way of brief summary, the Work is for:

General and Athletic Fields Landscaping Services as described more fully in this Bid No. 25-20.

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 Brookdale 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.

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, Brookdale Community College, 765 Newman Springs Road, Lincroft, New Jersey 07738, 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 issued by the College. Any failure to secure or utilize complete Bidding Documents including all Addenda, whether inadvertent or otherwise, shall remain the sole responsibility of any prospective or actual Bidder. The Bidder is responsible to incorporate new information from the Addenda to its bid package as it applies.
- (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:

The College can only reject bids in accordance with N.J.S.A. 18A:64A-25.15. 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) Notice of revisions or addenda shall be published in a local newspaper pursuant to N.J.S.A. 18A:64A-24.14(b).
- (c) 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 required; 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 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 with 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 Brookdale 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 Brookdale Community College in the sum of 10% of the amount of the bid, not to exceed \$20,000.00, drawn on a solvent banking institution qualified to do business in the State of New Jersey.

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

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

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

14. New Jersey Business Registration Requirements:

Pursuant to N.J.S.A. 52:32-44, the College is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor/vendor ("contractor"), and each subcontractor that is required by law to be

named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

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

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

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- (2) the contractor shall maintain and submit to the College a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a Contracting Agency.

15. Subcontracts:

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

16. Laws and Regulations:

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

17. Taxes:

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

18. Bidder Sanctions:

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

19. Bid Appeal:

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

**BROOKDALE COMMUNITY COLLEGE  
LINCROFT, NEW JERSEY**

**BID FORM 1: BIDDER'S CHECKLIST**

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

- ☐ **Bid Form 1: Bidder's Checklist**
- ☐ **Bid Form 2: Bid\***
- ☐ **Bid Form 3: Bid Bond or Security (Instructions, par. 13)\***
- ☐ **Bid Form 4: Consent of Surety\***
- ☐ **Bid Form 5: Statement of Ownership Disclosure\***
- ☐ **Bid Form 6: Certification and Business Registration Requirements (NJBRC required prior to Bid Award)**
- ☐ **Bid Form 7: Mandatory Equal Employment Opportunity Language**
- ☐ **Bid Form 8: Equal Employment Opportunity Information**
- ☐ **Bid Form 9: Americans with Disabilities Act**
- ☐ **Bid Form 10: Certification of Non-Involvement in Prohibited Activities in Russia and Belarus**
- ☐ **Bid Form 11: Disclosure of Investment Activities in Iran**
- ☐ **Detailed Specifications and Pricing \***

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

Print Name of Authorized Representative

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

**BROOKDALE COMMUNITY COLLEGE  
LINCROFT, NEW JERSEY**

**BID FORM 2: BID**

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

TO: BROOKDALE COMMUNITY COLLEGE, 765 Newman Springs Road, Lincroft, New Jersey, 07738  
(hereinafter called College)

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

2. Bidder acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

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

**Pricing Sheet Total**

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

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

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

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

6. The Bidder hereby certifies that all of the figures, computations and additions used in estimating the bid herein have been carefully checked and are accurate in all respects and no claim shall be made as a basis for withdrawal of this bid by reason of mathematical or computational errors.

## **BID FORM 2**

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

### **NOTICE TO BIDDER**

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

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

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

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

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

ADDRESS OF BIDDER:

\_\_\_\_\_

\_\_\_\_\_

BIDDER'S CONTACT: \_\_\_\_\_

CONTACT TELEPHONE AND FAX NUMBERS:

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

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



**BROOKDALE COMMUNITY COLLEGE  
LINCROFT, NEW JERSEY**

**BID FORM 3: 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 **Brookdale 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:

**BROOKDALE 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:**

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

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

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

**FOR THE SURETY:**

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

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

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.**

**BROOKDALE COMMUNITY COLLEGE  
LINCROFT, NEW JERSEY**

**BID FORM 4: CONSENT OF SURETY**

For and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid to the undersigned surety, and for other valuable consideration, the undersigned surety, authorized to transact business in the State of New Jersey, certifies and agrees that if the Contract entitled:

**BROOKDALE 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.**

**BROOKDALE COMMUNITY COLLEGE  
LINCROFT, NEW JERSEY**

**BID FORM 5: 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 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.**

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

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

**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**

- ☐ 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)**

(Please attach additional sheets if more space is needed):

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 which 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 noncorporate 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 Brookdale Community College (the "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:	

**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.

BID FORM CONTINUES ON NEXT PAGE

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

**BID FORM 7**

**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 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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 AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractor 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.

Acknowledged and Agreed:

\_\_\_\_\_  
Vendor/Bidder Signature

\_\_\_\_\_  
Date



**BID FORM 8: 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).

---

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.

**BID FORM 9: AMERICANS WITH DISABILITIES ACT**  
**Mandatory Language**

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. §12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, 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 CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR 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 the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR 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 the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

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

Acknowledged and Agreed:

\_\_\_\_\_  
Vendor/Bidder Signature

\_\_\_\_\_  
Date

**BROOKDALE COMMUNITY COLLEGE**  
**LINCROFT, NEW JERSEY**

**BID FORM 10: CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3) any person or entity (hereinafter ‘Vendor’) 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 engaged in prohibited activities in Russia or Belarus. 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.

**Certification**

I, the undersigned, have read and reviewed the Department of the Treasury’s List: (<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>) of entities engaged in prohibited activities in Russia or Belarus, and having done so certify (must check one appropriate box and complete the Authorized Signature section below):

☐ That the Vendor is not identified on the Department of the Treasury’s list of Vendors engaged in prohibited activities in Russia or Belarus and is not engaged in prohibited activities in Russia or Belarus.

OR

☐ That I am unable to certify as to “A” above because the Vendor is identified on the Department of the Treasury’s list of entities engaged in prohibited activities in Russia and/or Belarus.

OR

☐ That I am unable to certify as to “A” above because the Vendor, though not identified on the Department of the Treasury’s list of entities engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor’s activity in Russia and/or Belarus is set forth below:

Description of Prohibited Activity- include duration of engagement & anticipated cessation date (Attach Additional Sheets If Necessary.)

\_\_\_\_\_

If applicable, provide Additional Certification of Federal License I, the undersigned, certify that Applicant is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. Provide a detailed description of how the Vendor’s activity in Russia and/or Belarus is consistent with federal law or is within the requirements of the federal license (Attach Additional Sheets If Necessary.)

\_\_\_\_\_

Authorized Signature I understand that if the above statements are willfully false, I shall be subject to penalty.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Vendor Authorized Representative

\_\_\_\_\_  
Vendor FEIN

Vendor Name & Address: \_\_\_\_\_

Vendor Phone/Fax & Email: \_\_\_\_\_

Definitions 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). Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

**BID FORM 11: Disclosure of Investment Activities in Iran**

**Vendor Name:**

**Part 1: Certification**

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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 certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.*

**OR**



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

## Part 2: Additional Information

### PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

## Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that Brookdale Community College (the "College") is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **College** to notify the **College** in writing of any changes to the answers of information contained herein.*

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

Full Name (Print)		Title	
Signature		Date	

**GENERAL CONDITIONS**

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

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

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

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

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

**1. TIME - TIME IS OF THE ESSENCE WITH RESPECT TO ALL OBLIGATIONS UNDER THIS CONTRACT.**

- 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 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 Brookdale 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.
- c. In cases of emergency, the College may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. 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



### CONTRACT FORM 1: POST AWARD AGREEMENT

This **POST AWARD AGREEMENT** is effective as of the \_\_\_\_ day of \_\_\_\_ in the year 2025.

**BETWEEN** the College: **BROOKDALE COMMUNITY COLLEGE**

and the Vendor:

for the following Services: Bid No. 25-20, General and Athletic Fields Landscaping Services

The College and Vendor agree as follows:

#### **THE CONTRACT DOCUMENTS**

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

Any proposal, statement of work, quote, invoice, acknowledgement or other communication issued by the Vendor in connection with, or otherwise incorporated by reference into, this Contract will be for the purposes of describing in greater detail the goods and/or services (as applicable) to be provided and/or for record and accounting purposes only. Any terms or conditions set forth in such communication or in Vendor's response to this BID will not apply to this Contract and will not be considered as Vendor's exceptions to this Contract. Any additional or different terms proposed by Vendor are objected to and rejected and will be deemed a material alteration of the Contract. **ANY TERMS OR CONDITIONS SET FORTH IN SUCH COMMUNICATION(S) OR IN VENDOR'S RESPONSE TO THE BID THAT CONFLICT WITH THE COLLEGE'S BID OR POST AWARD CONTRACT/CONTRACT DOCUMENTS WILL NOT APPLY TO THE PARTIES' CONTRACT AND WILL NOT BE CONSIDERED AS VENDOR'S EXCEPTIONS TO THE CONTRACT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND REJECTED AND WILL BE DEEMED A MATERIAL ALTERATION OF THE CONTRACT.**

Furthermore, the College will not be bound by any "disclaimers" or "click to approve" terms or conditions now or hereafter contained in any website used by the Vendor in connection with the goods and/or services (as applicable) or the Contract.

#### **ACCEPTED AND AGREED by Vendor:**

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

Name

Title

Company/Vendor Name

## **NOTICE TO VENDOR**

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

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

## **THE WORK**

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

## **CONTRACT SUM**

The Contract Sum shall be pursuant to the terms and conditions of the BID and this Post Award Contract, which award of Contract was approved by the Board of Trustees on DATE for TITLE OF BID in the amount of \$\_\_\_\_\_.

## **(GEN-23-03) REQUIREMENTS AND RESPONSIBILITIES FOR THIRD-PARTY SERVICERS AND INSTITUTIONS**

Brookdale 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.

## **NEW ACCREDITATION POLICY AND PROCEDURES APPLICABLE TO BROOKDALE COMMUNITY COLLEGE**

The Middle States Commission of Higher Education (MSCHE/Commission) has developed the *Third-Party Providers Policy and Procedures* to articulate the Commission's expectations for quality, integrity, transparency, and disclosure for institutions working with third-party providers. The policy and procedures also address written arrangements, which require approval prior to implementation through substantive change process. The Commission developed *Third-Party Providers Policy and Procedures* following an analysis of the role of third-party providers in higher education as well as in consideration of comments received during the call for public comments period. As a result of the comments, the Commission made a number of clarifications to the definition of third-party provider, which is limited in scope within the [Standards for Accreditation and Requirements of Affiliation \(Fourteenth Edition\)](#), [Evidence Expectations by Standard Guidelines](#), [policies and procedures](#), and applicable federal regulatory requirements.

The Commission has always had expectations for institutions relating to integrity and truthful representation in arrangements with third-party providers dating back to the *Characteristics of Excellence in Higher Education* (2011). Key considerations from Commission policies and guidelines that touched on third-party providers have been incorporated into the new *Third-Party Providers Policy and Procedures*. As a result, the former policies known as *Contracts by Accredited and Candidate Institutions for Education-Related Services*, *International Programs Offered by Accredited Institutions*, as well as *Third-Party Providers Guidelines*, are withdrawn effective January 1, 2024.

The new policy addresses the use of third-party providers by institutions and requires that institutions maximize transparency and student considerations in these relationships, provide forthright reporting and disclosure of any such relationships and their terms, and follow any federal or state regulations that may also govern the provider

relationship. The procedures describe the evidence required for Commission review of third-party providers during accreditation activities as well as prior approval of written arrangements through substantive change.

The policy and procedures became effective on January 1, 2024, and are available on the [Browse Policies and Procedures page](#) and can be found using the search filter. The Commission released a summary of the comments on the [Policies Under Review page](#) in January 2024.

Brookdale Community College is sharing this information being that VENDOR NAME falls within the definition of third-party service provider, and the Parties will be entering into a TITLE OF BID and/or this Post Award Contract ("Agreement") regarding services that impacts the student learning experience, supports student services and/or that you/your entity will have a contractual relationship with the College (Standards III, IV and VII). In light of the new MSCHE Policy, and the fact that the College is responsible for the management, assessment, oversight and support of its third-party service providers, by signing this Agreement, VENDOR NAME warrants and agrees that it will abide by the compliance, assessment and reporting requirements of the Policy and within the established timeline for evaluation, analysis and follow up procedures, when required. VENDOR NAME failure to comply with the foregoing requirements may necessitate a termination of contract "for cause" effective thirty (30) days from written notice provided by the College.

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

**VENDOR**

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

Name

Title

Company/Vendor Name

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

**BROOKDALE COMMUNITY COLLEGE**

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

Teresa Manfreda-Foley

Vice President Finance & Operations

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

**BROOKDALE COMMUNITY COLLEGE  
LINCROFT, NEW JERSEY**

**Bid 25-20, General and Athletic Fields Landscaping Services  
Bid Specifications**

Brookdale Community College (the “College”) is seeking bids from grounds maintenance contractors (hereinafter called the “Bidder”) for General and Athletic Fields Landscaping Services.

This Bid contains two parts. **Part I** is the specifications for the General Landscaping Services at the Lincroft Campus and three (3) Regional Locations in Wall, Freehold and Long Branch. **Part II** is the specifications for the Athletic Field Landscaping Services at the Lincroft Campus.

The Bidder will be responsible for the cost of all materials, supplies (i.e., mulch, plants, flowers, decorative items, fertilizer, seed, insecticide, etc.), and equipment needed. This cost shall be built into the Bid Pricing Sheet per each contract period.

**Contract Period**

This is a one-year contract for the period of January 1, 2026 - December 31, 2026 with an option for a second (January 1, 2027 – December 31, 2027) and third (January 1, 2028 – December 31, 2028) year renewal at the College’s sole discretion. The option shall be deemed to be exercised automatically unless the College notifies the Bidder, in writing, that the Contract will terminate at the end of contract period; notification will be issued on or before March 1 of each contract period.

**Part I – General Landscaping Services**

**Background on Brookdale Community College**

The College is a comprehensive public institution of higher learning serving Monmouth County, NJ. Its main campus is located in Lincroft (Middletown Township) and consists of 22 academic and administrative buildings. Approximately 81 acres of the site are routinely mowed and there is a network of road connecting nine parking lots. This campus is open year-round with the exception of the holidays listed in Section F of this document.

**Campus/Regional Locations:**

Lincroft Campus  
765 Newman Springs Road  
Lincroft, NJ 07738

Freehold Regional Location  
3680 US Highway 9 South  
Freehold, NJ 07728

Wall Regional Location  
800 Monmouth Boulevard  
Wall, NJ 07719

Long Branch Regional Location  
213 Broadway  
Long Branch, NJ 07740



## **QUALITY SPECIFICATIONS**

It is the intent of the Contract to ensure that the grounds of the College Campus and Regional Locations are continuously maintained to the highest standard of quality. To this end, judgment of the Bidder's success or failure will focus primarily on the Bidder's ability to manage the available resources to achieve the quality identified in the specifications.

## **BIDDER WORK REQUIREMENTS**

### **A. TYPE OF WORK**

The type of work covered by this Bid involves ensuring the College Campus and its Regional Locations maintain a well-manicured appearance at all times. Work includes spring and fall cleanup, mowing, routine sidewalk edging, bed edging, continuous weeding, pruning of all hedges, shrubs, and trees, spraying for weed removal, pesticide control as necessary, watering trees and flowers as necessary - up to 3 times per week during summer months. Work stated in the bid specifications will be performed at all locations as follows. Area designations noted are estimated acreage totals.

- Lincroft – 100 acres (approximately 81 acres of turf area)
- Freehold – 5 acres
- Wall – 27 acres
- Long Branch – city block

#### **1. Year-Round Cleanup – All Locations**

- Leaves, all size branches, and other accumulated debris will be continually removed from all lawn areas, planted beds, walkways, and parking lots from January through December on a weekly basis. Work will also include but not limited to removal of all dead annuals, cut back perennial plantings appropriately, newly planted trees on Back Campus Walkway to prevent sunscald, covering of beds necessary to protect plants on back campus walkway. Leaves, all branches, and all other debris will be relocated to the designated dump area on the Lincroft Campus for refuse consolidation.
- Spring cleanup is to commence during the period of January 15 through April 15 on a weekly basis. All accumulated debris/branches/leaves will be removed from lawn areas and shrub beds between by raking and/or approved mechanical pickup. Work will be done preferably on Fridays and must be minimal (noise level) to avoid classroom disruption at all times.
- Spring cleanup also includes pruning and mulching at the Round-A-Bout (circle) and Entrance on Newman Springs Road and the Phalanx Road Entrance.
- Fall cleanup is to commence during the months of October through December. During the months of October through December, all leaves and debris shall be removed from the lawn areas and walkways on a weekly basis, preferably on Fridays, so as not to interrupt classes. The Bidder may utilize a combination of mowers with catchers and vacuum equipment or approved mechanical equipment.
- Fridays are preferred for cleanups. Work must be minimal (noise level) to avoid classroom disruption at all times.

## 2. **Planting for Lincroft**

- Flower Plantings 4X a Year – types of flowers and plantings to be discussed with College for approval.
- Both Entrances to the Campus: Phalanx Road and Entrance and Circle on Newman Springs Road in May, Prior to Graduation/Commencement – Vinca, and other deer resistant flowers/bedding plants (College approved).
- Early September – Winter Pansies
- Late October – Festive fall mums, corn stocks, hay, kale/cabbage
- December – Festive/Holiday decorative plantings

As needed, Bidder will weed and provide mulch for re-planting cycles.

Note: No vehicular traffic will be permitted on the stamped concrete areas located on the Back Campus Walkway (Lincroft Campus).

Planting and Flowerpot Locations; please note \* for flowerpot locations on Lincroft Campus:

- Main Campus Drive
  - Route 520/Newman Springs Road Entrance and Circle
  - Phalanx Road Entrance
  - Campus Drive/Museum Drive
  - Campus Drive/Arena Drive
- Arena/BREC beds for Commencement and (8) \*flowerpots
- Walkway area between BREC and WSLC (across from CUP)
- WSLC Entrance flowering/planting beds
- BAC/ASB Entrances (1) flowerpot\* and (2) flowering/planting beds
- CAR Entrance (2) flowerpots\* and (1) flowering/planting bed
- PAC Entrance (2) flowerpots\*
- ATEC Entrance (1) flowering/planting bed
- LAH Courtyard (1) flowering/planting bed
- Bankier Library Courtyard (2) flowerpots\*

Note: Quantity to be reviewed and approved by Manager, Facilities. Landscaper is responsible for watering all flowers that do not have irrigation. Bidder will need to provide water tank.

### **Planting for Wall, Freehold, and Long Branch**

Wall Campus: (3) Main Entrance/Exit (separate sections) Flower/Planting Beds (1 entrance and 1 exit of new parking lot and 1 entrance of old parking lot) and (1) Flower/Planting Bed near building entrance of (New) Wall Building. Total of 4 areas.

Freehold Campus: (4) Flowerpots at building entrance. There is no Main Entrance Flower/Planting Bed.

Long Branch: (1) Flower/Planting Bed at Broadway Entrance. (1) Flower/Planting Bed at Parking Lot Entrance. (2) Flowerpots at building entrance.

### 3. **Mowing - All Locations**

- Lawns shall be mowed weekly during the months of March through November. They will be maintained as needed during the months of December through February.
- Lawn areas will be mowed to a height of 3 inches with a minimum mowing of once a week. Grass clippings will not be removed; therefore, mulching mowers are a requirement of this Contract. Cutting blades will be maintained in a sharpened condition. Lawn area also includes the walking pathway along Route 520 going towards Thompson Park.
- Total turf area of the Lincroft campus is estimated to be approximately 81 acres (site visits by Bidders are highly recommended to determine approximate turf area of each location).
- The Bidder will be responsible for blowing/sweeping all sidewalks and parking lot areas of cut grass debris each time lawns are mowed. Special attention should be made to ensure that all debris and leaves are removed from Back Campus Walkway (Lincroft). (No vehicle traffic on Back Campus Walkway).
- Bidder shall mow up to a minimum of 6 feet of (where applicable) wood line and not allow brush, weeds, and trees to encroach on lawn areas. Minimum of 3 required or as needed.

### 4. **Edging – All Locations**

- All planting beds will be edged four times during the Contract season (which include the plantings) prior to the May and September plantings, with a spade or mechanically by an approved method. (Please note: spade should be used for the stamped concrete areas). Spaded debris will be removed from the beds and relocated to the designated dump area on the Lincroft campus. All planting bed edges shall be maintained with an approved method 2x/month. All concrete sidewalks, stamped concrete sidewalks, aggregate concrete sidewalks and curbing will be edged at each mowing with an approved mechanical method (power edger). \*\*Line or String trimmers are not permissible for edging sidewalks and curbs.
- Use mechanical edging for each of the 4 occurrences; however, beds must be maintained (outside of those 4 occurrences) and string trimmers may be used to maintain.
- The proper safety precautions shall be taken when edging (i.e., safety vest, safety goggles, signage, warning light, etc.).

### 5. **Weed Whacking – All Locations**

- Weed whacking will be done on all curbs and sidewalks, around trees, signage, buildings, garden beds, fences, courtyards, stairwells, patios, fenced in areas at BAC, WSLC, back Campus Walkway, etc., as well as all areas inaccessible to mowers, and at the same height, the same day, and the same frequency as mowing. Access to the inside HVAC fences at ASB, BAC, Police, SLC, Gorman Hall and Printing Service buildings with locks will be coordinated through the Central Utility Plant. This should be done on a bi-monthly basis.
- All safety precautions stated above in “Edging” will be adhered to while weed whacking.

6. **Pruning and Rejuvenating Pruning – All Locations**

- The Awarded Bidder will meet with the Manager of Facilities and/or designee to determine which shrubs and trees are to be pruned and to discuss pruning procedures prior to the work being done. Pruning will be apparent during site visit.
- Planted shrubs and trees will be pruned only to a 10-foot height. Pruning is required twice a year during the months of July and October. Pruning debris will be relocated to the designated dump area on the Lincroft campus.
- No vehicular traffic will be allowed on all concrete areas and all grass areas at Lincroft and its Regional Locations.

7. **Seeding/Aeration – Lincroft**

- Lawn will be seeded at a minimum the months of April and September. They will be reseeded as necessary or upon request of the of Facilities and/or designee with a mixture of perennial rye and tall fescue; no contractor's mix.

8. **Weeding/Trimming – All Locations**

- Weeding will be done in all flower beds and pots, terraced areas at the MAS and ATEC buildings, back campus walkway, around the perimeter of all buildings, directional signs, front and back entrances, Library courtyard and mulched areas on a weekly basis.
- General maintenance and weeding will be performed at the Round-A-Bout on Newman Springs Road as necessary with a minimum of weeding at once a week.
- Weeding will be done at all entrances (flower beds) of each location (Freehold, Wall, and Long Branch) as needed.

9. **Brush Control – Lincroft**

- Every spring and fall brush will be removed from the wild fields at Lincroft Campus at the Newman Springs Road entrance (no mowing required).
- All basins and storm drains (roads, sidewalks, and lawn areas) need to be cleaned of all debris weekly.
- Brush and small trees growing over and under guardrail along Museum Drive, Campus Drive and Arena Drive will be cut back 5 feet each Spring, Summer, and Fall.

10. **Weed Control – All Locations**

- Bidder will apply according to manufacturer's specifications a complete year-round weed control/prevention program.

- Bidder must adhere to all Federal, State and Local regulations on products utilized, frequency of applications, etc. For Lincroft Campus Bidder must adhere to any additional regulations as a result of the close proximity to Swimming River Reservoir.
- Apply "Round-Up" to wooded areas inside fence line of Back Campus Walkway and Trammell Trail to five feet from edge. Work to be done in early summer and/or as requested by the Manager of Facilities and/or designee. Apply "Round-Up" to curb lines campus wide and in parking lots as necessary and/or requested by the Manager of Facilities and/or designee. Blanket spray to defoliate walkway edge.
- Apply weed control in Spring (example; Finale) to the following areas: CATS trail off Lot 7, WSLC and Maintenance fence, trash removal area fence, and all fences around and inside all HVAC units. Parking Lots may have to be weed wacked. Areas should be monitored and treated as needed.
- Apply a herbicide weed control that only needs to be applied once for all season long control to all these areas above plus all curbs, all parking lots, at all of Brookdale locations.
- Defoliant such as Round-Up may be used under all fences including Athletic Field fences, split rail fences, and Phalanx Road fence.
- All chemicals must be applied on Fridays or as advised by the Manager of Facilities to minimize disruption and exposure.

#### 11. **Mulch – All Locations**

- Bidder will provide and apply weed deterrent prior to applying a minimum of 2" thick of double shredded root mulch and spread throughout in various beds as indicated by the Manager of Facilities and/or the designee. Mulch must be a minimum of 2" thick in all beds, turning of flower beds, remove any sand and gravel from beds and lawns and where applied to the base of trees do not touch the base of the tree. All beds must be free of weeds and edged prior to mulching.
- Manifest for mulch must be presented to Manager of Facilities and/or the designee for sign off. Mulch may be unloaded at parking lot 8 (Maintenance area). Manager of Facilities and/or designee must be given 24 hours' notice for delivery of mulch.
- Mulch all campus planting beds every spring (end of April, no later than May 10) prior to Graduation. Areas to be mulched include, but are not limited to, beds at Newman Springs Road and Phalanx Road entrances, BAC, PAC, LAH - to include front entrance and rear courtyard, CVA, Library, Back Campus Walkway area along the library up to the Arena, Day Care Center, Power Plant, Arena, BREC Center, Auto Tech, Warner Student Life Center - to include upper and lower patio areas, MAS - to include terraced areas in stairwells, MAC, ATeC - to include terraced area at north end of building, all courtyard areas, perimeters of all buildings as necessary, Memorial Garden, all directional signs, and around but not touching the base of all trees on main lawn area, along roadways, and along Back Campus Street. Manager of Facilities and/or the designee must be notified prior to installation of mulch.

- Mulch all planting beds and signs to include:  
Freehold Regional Location  
Wall Regional Location
- To include islands:  
Wall Regional Location  
Long Branch Regional Location
- Manager of Facilities and/or designee must be notified prior to installation of mulch.

**B. SUMMARY OF WORK RESPONSIBILITY**

The following is a summary of the ground's maintenance duties and areas of responsibility assigned by the College.

1. **BIDDER Responsibility**
  - Spring/Fall Clean Up
  - Mowing
  - Edging
  - Pruning
  - Weed control
  - Brush control
  - Mulch
  - Plantings of Flowers
  - Branch removal
  - Courtyard Areas
  - Off season clearing of branches from roads, walks and turf areas
  - Effective communication system with College and attendance at bi-weekly monthly meetings
  - Cost of all materials (to be included in bid cost).
  - Spill kits to be provided when necessary
  - Enclosed trailer for storing all equipment, tools, and pesticides
2. **COLLEGE Responsibility**
  - Supervision of this Contract
  - Periodic disposal of debris from designated dump area

## **PART II - ATHLETIC FIELDS LANDSCAPING/MAINTENANCE SERVICES**

### **SPECIFICATIONS**

The College is seeking bids from qualified professional turf and landscape maintenance contractors for Athletic Fields Landscaping Services as follows:

- A.** Complete turf maintenance (mowing, edging, weeding, and trimming) for the common areas surrounding the College's baseball, softball, soccer/lacrosse, tennis, and practice fields one time per week.
- B.** Complete turf maintenance (edging, mowing, weeding, and trimming) for the College's athletic fields, which include, but are not limited to, baseball, softball, soccer, lacrosse, and practice fields two times per week.
- C.** Examination of Premises - The Bidder will be held to have examined the premises to be serviced under this Contract before submitting a bid for the work and to understand the existing conditions under which the Bidder will be obliged to perform. No allowances will be made in this connection for error, omission, or negligence by the Bidder. Bidder is responsible for the measurement of athletic fields as specific services are applied to these areas.

#### **Qualifications:**

The Bidder will have a minimum of three years' experience and history with collegiate and/or professional athletic field that include a collegiate component and need to provide documentation and references. Professional athletic field maintenance will entail, but not be limited to, extensive professional/collegiate baseball, softball, soccer, lacrosse, and tennis operations.

#### **Equipment:**

The Bidder shall provide all necessary equipment required to maintain the athletic fields in accordance with the specifications and standards identified in this bid.

#### **Conditions:**

The Bidder, on a regularly scheduled basis will perform the services described herein. There will be no deviation from the maintenance specifications without prior approval from the College's Director of Athletics.

Hours of operation may vary and will include holidays, evenings, weekends, and all 7 days of the week.

Bidder shall be responsible for equipment maintenance and repairs.

The Bidder will be responsible for the cost of all materials, supplies (i.e., mulch, plants, flowers, decorative items, seed, fertilizer, insecticide, etc.), and equipment needed.

The Bidder is responsible for storage and any cost associated with the storage of all materials, equipment, and supplies.

**College Requirements:**

The Director of Athletics (or designated representative) of the College will conduct site inspections with the Bidder's representative in order to review maintenance procedures and practices under Contract. Deficiency in procedures or practices shall be corrected to the satisfaction of the Director of Athletics.

**Mowing:**

1. Mowing must be completed as early in the morning as possible, with the game fields being the first priority. Preferable cutting days are Wednesdays and Saturdays. In case of inclement weather, coordinate with Manager of Facilities and/or designee.
2. Mowing height for all turf areas shall be:
  - a. The "1/3 Rule" will apply to all turf regarding leaf blade removal and will dictate frequency of cut.
  - b. Based on the seasons and the 1/3 Rule, it is expected the turf will be cut as follows:  
Athletic game fields (baseball, softball, lacrosse/soccer) and practice fields (soccer/lacrosse), twice per week. Common areas surrounding athletic game and practice fields, once per week.
3. Visible clippings after mowing must be removed.
4. Clippings will be kept out of ornamental beds and off all paved areas.
5. Various mowing patterns shall be employed to prevent and reduce compacting, ruts, and grain patterns.
6. All mower blades will be sharpened on a regular basis.
7. A general clean-up twice a year (fall and spring) will be provided to remove landscape debris from all athletic fields and common areas.

**Weeding/Trimming:**

1. All areas inaccessible to mowers shall be trimmed at the same height, the same day, and the same frequency as mowing.
2. All safety precautions will be adhered to as stated in "Edging."
3. Weeding/trimming will include all periphery areas outside of field such as around and under bleachers, scoreboards, storage sheds, and fences.
4. All weeds and/or grass that appear on baseball or softball clay infield areas or warning tracks must be "killed" and removed immediately.
5. All weeds and/or grass that appear in the tennis court area must be "killed" and removed immediately.

**Edging:**

1. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all tree rings and planting beds, etc., by use of mechanical edger.
2. All hard surface edging will be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas at the same frequency as mowing and the same day as mowing.
3. All edging on baseball and softball fields will be performed to maintain straight and sharp edges on all clay and warning track areas. There will be no "lip" between turf and clay gradient. Any lip deemed unacceptable by Director of Athletics must be fixed immediately at bidder's expenses as part of this Contract.



4. Edging on the baseball and softball field should be done 4 times per year. Once in the month of April, June, August, and October. The clay/warning track edging should be edged to size of appropriate NCAA field specifications.
5. The edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris. String or lined trimmers will not be used.
6. All sidewalks, tennis courts, streets, and roadways will be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance.
7. The proper safety precautions shall be taken when edging (i.e., safety vest, safety goggles, signage, warning light, etc.) along walkways, trails, parking lots, etc., as deemed necessary by the Bidder or as directed by the College.

## **Annual Turf Maintenance Plan**

### **Spring (March – May)**

**Goals:** Wake up turf, promote growth, prevent weeds, repair winter damage.

#### **Key Tasks:**

##### **1. Soil Testing & Amendments**

- Test for pH, NPK, micronutrients.
- Apply lime/sulfur to adjust pH to optimal range (6.0–6.8) following soil test results.
- Apply starter fertilizer if seeding (typical ratio: 18-24-12).

##### **2. Core Aeration**

- Loosens compacted soil, enhances root growth.
- Ideal timing: mid- to late-March (as soil thaws).

##### **3. Pre-Emergent Herbicide**

- Apply around soil temps of 55°F (usually mid-March to early April).
- Use Prodiamine or Dithiopyr or equivalent to control crabgrass.

##### **4. Overseeding**

- Fill in winter-damaged areas.
- Seed with perennial ryegrass (fast germination) or bluegrass blend.

##### **5. Irrigation System Activation**

- Test and repair heads and controllers.
- Begin scheduled watering if rainfall is insufficient.

##### **6. Mowing**

- First mow when grass hits 3–3.5".
- Mow frequently to maintain 2–2.5" (soccer) or 2.5–3" (football/lacrosse).

##### **7. Fertilization**

- Use a balanced fertilizer (e.g., 20-5-10) every 4–6 weeks based on soil test.

##### **8. Pesticide Application** for geese repellent as needed and after getting authorization from the Director of Facilities or designee's approval

## **Summer (June – August)**

**Goals:** Sustain turf health, minimize stress, monitor pest and disease.

### **Key Tasks:**

#### **1. Mowing**

- Increase height to 3–3.5” during peak heat to reduce stress.
- Mow 2–3x/week if growth is vigorous.

#### **2. Irrigation Management**

- Water deeply and infrequent.
- Water early morning (4–8 AM) to prevent disease.

#### **3. Fertilization**

- Apply slow-release nitrogen (e.g., 50% SCU or MU) every 4–6 weeks.

#### **4. Disease Monitoring**

- Watch for dollar spot, brown patch, pythium.
- Apply fungicide as needed (consult extension for rotation).

#### **5. Insect Control**

- Scout for white grubs (June beetles, Japanese beetles).
- Apply imidacloprid or chlorantraniliprole before larvae hatch (late June–early July).

#### **6. Light Aeration or Slicing (if needed)**

- Use solid tines or slicing blades if field isn’t in use.

#### **7. Pesticide Application** for geese repellent as needed and after getting authorization from the Director of Facilities or designee’s approval

## **Fall (Late September – Early October)**

**Goals:** Repair summer damage, reestablish density, prepare for dormancy.

### **Key Tasks:**

#### **1. Core Aeration**

- Ideal time for major aeration + overseeding.
- Improves oxygen, water infiltration, and seed-to-soil contact.

#### **2. Overseeding**

- The best time is due to ideal soil temps and moisture.
- Use 50% bluegrass / 50% ryegrass mix for durability.

#### **3. Fertilization**

- Apply balanced or high-nitrogen fertilizer (e.g., 30-0-10) in early fall.
- Final “winterizer” application in November (e.g., 32-0-10 with slow-release N).

#### **4. Broadleaf Weed Control**

- Apply post-emergent herbicides (e.g., 2,4-D blends) when temps are 60–80°F.

## 5. **Mowing**

- Gradually lower height to 2.5" before winter, but not below that.
- Final mow before dormancy.

## 6. **Pesticide Application** for geese repellent – as needed and after getting authorization from the Director of Facilities or designee's approval

### **Winter (December – February)**

**Goals:** Rest the turf, maintain equipment, plan for next season.

#### **Key Tasks:**

##### 1. **Rest the Field**

- No play or traffic when grass is dormant, and soil is frozen or wet.

##### 2. **Topdressing (Optional)**

- Apply light sand/compost mix to improve soil structure if weather allows.

##### 3. **Equipment Maintenance**

- Sharpen mower blades, service sprayers, calibrate spreaders.

##### 4. **Planning**

- Review past year's turf log (inputs, disease, injuries).
- Update budget, order materials for spring.

### **Integrated Pest Management (IPM) Plan for Athletic Fields**

#### **IPM Goals:**

- Ensure player safety and high turf quality.
- Reduce pest pressure through prevention.
- Use pesticides only when economically and environmentally justified.
- Comply with NJDEP regulations and NCAA safety standards.

##### 1. **Monitoring & Scouting (Weekly or Biweekly)**

- Walk the field in a zig-zag pattern.
- Use pest ID sheets and field logs.
- Track:
  - Weed populations (e.g., crabgrass, dandelion, clover)
  - Insect activity (grubs, chinch bugs, cutworms)
  - Disease symptoms (dollar spot, brown patch, Pythium)
  - Turf health indicators (color, density, growth rate)
  - Environmental conditions (soil moisture, heat, compaction)

##### 2. **Preventive Cultural Practices**

- To reduce the likelihood of pest outbreaks.

#### **Practice**

#### **Strategy**

##### **Mowing**

Maintain consistent height (football: 2.5–3", soccer: 2–2.5") to promote dense turf that crowds out weeds.

##### **Fertilization**

Based on soil test; avoid over-fertilizing to limit disease pressure.

Practice	Strategy
<b>Aeration</b>	Cores aerate 2–3 times/year to relieve compaction and improve microbial activity.
<b>Irrigation</b>	Water deeply (1–1.5"/week) and infrequently to discourage shallow rooting and fungal disease.
<b>Overseeding</b>	Regularly overseed with resilient varieties like ryegrass to maintain a dense canopy.

### 3. Thresholds for Action

- Set thresholds to decide when to treat pests. For example:

Pest Type	Treatment Threshold
<b>White Grubs</b>	>5 grubs per sq ft
<b>Crabgrass</b>	>10% coverage in playing zones
<b>Dollar Spot</b>	≥2 small patches/sq yd
<b>Chinch Bugs</b>	>15 per sq ft
<b>Broadleaf Weeds</b>	>10% total turf coverage

### 4. Targeted Pest Controls

- Use the least toxic method effective for the situation.

#### Weed Management

- **Pre-emergent:** Prodiamine (Barricade), Dithiopyr (Dimension) or equivalent — apply in early spring (soil temps 50–55°F).
- **Post-emergent:** 2,4-D + MCPP + Dicamba blends (e.g., Trimec) or equivalent; spot treat whenever possible.

#### Insect Management

- **White Grubs:** Imidacloprid (Merit) or Chlorantraniliprole (Acelepryn) or equivalent — apply mid- to late-June.
- **Surface feeders:** Bifenthrin or permethrin (or equivalent) for chinch bugs or sod webworms.

#### Disease Management

- **Dollar Spot, Brown Patch, Pythium:** Use fungicides as part of a rotation plan:
  - Group 3 (DMI): Propiconazole
  - Group 11 (QoI): Azoxystrobin
  - Group 7 (SDHI): Boscalid
  - Rotate FRAC codes to prevent resistance.
- Practice field is not part of the fertilization program under Athletics section.

#### Lining/Marking Fields:

1. The cost of all supplies, materials, labor, and equipment associated with proper lining/marketing of the athletic fields is at the expense of the bidder.
2. The lining/marketing paint used will be from a manufacturer such as Pioneer Athletics or US Specialty Coatings or equal.
3. The lining/marketing paint will be specified for marking natural turf fields.

4. The width of the lines/markings will be approximately 4" wide unless otherwise specified.
5. The color of the lines/markings will be white or bright white unless otherwise specified.
6. The lines/markings on all fields will be done a minimum of twice a week and/or done AFTER the fields have been mowed.
7. The lines/markings on baseball and softball fields will only be done on turf areas. This includes the foul lines, out of play lines, and coach's boxes.
8. The lines/markings on all fields must be accurate, straight, crisp, and visible, and always appear fresh. Any lines/markings that become smeared, undetectable or disappear as per Director of Athletics and Recreation will need to be redone.
9. All fields will be lined/marked for specific sports as per sport rules and regulations. Diagrams and measurements for specific field lining/markings will be provided to the bidder by Director of Athletics and Recreation.
10. Lining/markings of fields is required for lacrosse, soccer, baseball and softball. The marking of the soccer/lacrosse game field will be lined for soccer in fall and lacrosse in spring. The practice soccer and lacrosse fields will also be lined seasonally.

All fields will be lined 2 times a week up to 31 weeks per year. All specific field lining/markings directions will be provided by the Director of Athletics.

#### **Infield Mix:**

1. Bidder will provide approximately 25 tons of Professional Grade Infield Mix once a year at the end of the fall season for distribution on the baseball infield.
2. Bidder will provide approximately 25 tons of Professional Grade Infield Mix once a year at the end of the fall season for distribution on the softball infield.
3. The combined 50 tons should add approximately 1" of new infield mix to both the baseball and softball Infields.
4. The new Infield mix should be distributed evenly onto and into each field with no visible low spots. There must be a transition from clay to grass outfield (no lip between the 2 areas).
5. The professional grade infield mix must be approved by the Director of Athletics and Recreation and contain a mixture of 65% sand, 20% clay and 15% silt. This can have a 5% variance.

#### **Over seeding/Seeding of Bare Patches:**

1. All game fields (baseball, softball, and soccer/lacrosse) field must be over seeded at a rate of 12 pounds per 1,000 square feet. The grass seed should be evenly spread throughout the field with a spreader. The grass should be of a similar type that is common to this area for maximum growth.
2. Over seeding should be done twice a year on each game field.
3. The Awarded Bidder should provide a plan to the Director of Athletics of when and how over seeding will be done.
4. Any and all bare spots greater than 1 square foot must be seeded immediately on all game fields.

#### **Irrigation System:**

1. Bidder would be responsible for maintaining and programming irrigation system for soccer/lacrosse field and baseball field.
2. Bidder should set up the timer to effectively and appropriately irrigate game fields to keep turf healthy.

3. The Bidder should provide a plan to the Director of Athletics and Recreation on the irrigation plan for the soccer/lacrosse and baseball game fields.
4. Bidder is responsible for the startup and shutdown. There is 1 controller with 18 zones.

#### **Post-game/Practice Workup:**

1. Pull bases and install plugs (foam whisker plus preferred).
2. If baselines are chalked, the chalk needs to be picked up before raking or dragging through it. If they are painted, there is no need to pick up the paint.
3. Rake out under bases, cut-outs, and baselines. Only rake baselines long ways, never side to side.
4. Repack batter's boxes, catcher's area, and mounds as needed. Rake out after clay is fixed.
5. Cover home plate and mounds with tarps.
6. Nail drag infield first to remove cleat marks and loosen top layer of infield mix. Screen drag to smooth everything back out.
7. Lips should be blown out with a backpack blower to prevent build up over time. This can also be done with the hose while watering the infield.
8. If infield is dry, water heavily to rehydrate the infield and lock the loose infield mix back together.

#### **Fall Turf Renovation:**

1. Any build-up in the lips should be power washed out with the hose.
2. Aerate and overseed
3. Athletic blend grass seed. 90/10 – 90% Tall Fescue and 10% Kentucky blue grass.

#### **Tennis Courts/Windscreen/Nets:**

1. On or about March 15, eight tennis nets on the eight courts are to be put up. On or about November 15, eight tennis nets on eight courts should be taken down and stored for winter. They will be stored in a designated location by the Director of Athletics. If a net needs to be changed and a new net put up for any reason the Director of Athletics will communicate details with Bidder on which net(s) are to be changed.
2. On or about March 15, all windscreens are to be put up on baseball field fence, softball field fence, and tennis court fence. On or about November 15, all windscreens are to be taken down and stored for winter. It will be the responsibility of the bidder to secure all windscreens on the baseball and softball fields and tennis courts and to check that they remain secured at all times.

All Tennis courts need to be kept free of debris and weeds.

## **General - Applicable to Part I and Part II**

### **A. Safety**

- All materials and performance of work will meet all Federal health and safety laws currently in effect.
- Material Safety Data Sheets (MSDS) must be submitted to the College for all supplies and chemicals intended for use in the performance of this Contract. All chemicals to be used in the performance of the Contract shall carry an EPA approval number.
- Bidder shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulations, ordinances, and/or manufacturer's instructions for material and equipment.
- All equipment used in the Performance of Contract work will be properly maintained in order to protect the operator and the public. Any equipment deemed inoperable, unsafe, or improper for desired use will be removed from premises.
- The Bidder will take all necessary precautions for the safety of its employees on the job, and the general public. Maintenance work will be scheduled to provide the least inconvenience to others.

### **B. Sign In**

- Bidder must sign in at the Central Utility Plant (CUP) each and every time prior to start of work.
- For the Regional Locations, there will be an agreement between the Bidder and the Manager of Facilities and/or designee as to the start and finish of the work. The Bidder is to identify the name(s) of person(s) from its company who will be onsite and indicate where the work will be performed. Should any problems be encountered, the Bidder is required to report any issues to the Manager and/or designee.
- Trucks must be parked on paved areas only. No trucks may be parked on grassy or permeable surfaces. Absolutely no trucks on the Back Campus Walkway (stamped concrete).

### **C. Liability for Damage and Personal Injury**

The Bidder will be responsible for all property damage and bodily injury arising from its work under the Contract, including without limitation, property damage and bodily injury caused by rocks and other thrown debris, and damages to fences, buildings, and other property resulting from operation of equipment.

### **D. Changes in Work Requirements**

During the period of the Contract, no change shall be permitted in any of its conditions and specifications unless the Bidder receives the written approval of the College. Changes will always be confirmed in writing, by an Addendum to the Contract. Should the Bidder find that the existing conditions make modifications in the requirements desirable, he/she shall promptly report the matter to the College for consideration and decision. During the period of the Contract, the College reserves the right to add or delete services. The Bidder shall be given seven days' notice to effect the requested change. The College may also seek a cost adjustment if it reduces the level of quality specified by this Contract.

## **E. Hours of Work**

The current schedule of Grounds Maintenance is:

Daily: 7:30 am to 4:30 pm

Bidder shall sign in at the CUP when performing mowing and landscaping operations on the Lincroft Campus. Bidder shall notify Manager of Facilities or designee 24 hours in advance when using blowers, chemicals, mulching, and mowing.

## **F. College Holidays**

College holidays are: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve, Christmas Day and the week between Christmas and New Year's Day. Although the College will be closed on these days, it remains accessible for grounds maintenance.

## **G. Bidder Responsibilities**

### **1. Supplies**

All supplies including fuel and diesel fuel for vehicles and equipment will be furnished by the Bidder. The Bidder will also be responsible for the cost of all materials, supplies (i.e., mulch, plants, flowers, decorative items, seed, fertilizer, insecticide, etc.), and equipment needed.

Supplies will be of the biodegradable type and stored in a secured area as designated by the College.

### **2. Reimbursable Supplies**

The College may elect, by change to the agreement, to require the Bidder to furnish other supplies on a reimbursable basis. In this event, the College retains the right to participate fully in any discount arrangements the Bidder may have with suppliers of these products. The Bidder shall provide a monthly inventory to the College of all supplies issued on a daily basis. This information reflects the Bidder's quality of management for this account. Controls will be established and implemented by the Bidder to safeguard materials. Any losses or irregularities are to be promptly reported in writing to the Manager of Facilities or designee.

### **3. Personal Safety Equipment**

The Bidder will provide its employees with all necessary safety equipment.

### **4. Uniforms**

The Bidder will provide distinctive uniforms for its personnel. All uniforms, identification badges, woven identification insignia, colors, types, and styles shall be subject to the prior and continuing approval of the College. Identification Badges must be worn by the Bidder's personnel assigned at the College at all times. Badges must include employee photo and signature; files of such must be available to the College at all times.

### **5. Communications Equipment**

The Bidder will supply its management and supervisory personnel with radio communications equipment to facilitate communications between them and representatives of the College. This equipment will consist of cell phones for communications with supervisory personnel and other staff.



**6. College Observation**

The College will have the right at all times to examine the supplies, materials, and equipment used by the Bidder, and to observe the operations and methods of the Bidder, its agents, servants, and employees.

**7. Removal and Ownership**

In the event of termination or Contract expiration, all College products shall remain the property of the College. These will not be removed by the Bidder.

**8. Inventory Levels**

The College may, from time to time, establish certain minimum inventories of supplies, materials, and equipment to be maintained by the Bidder. Recommendations by the Bidder are expected prior to the start date of its services and at least annually.

**9. Inventory Levels**

The Bidder will be responsible for the supply and payment for all fuel costs for machines and equipment.

**10. Telephone Services**

The Bidder will be responsible for providing devices and payment of telephone services.

**11. Smoke Free Policy**

Bidder will ensure that its employees are aware of and adhere to the College's Smoke-free Air Policy. Smoking is prohibited at all locations.

**H. Equipment or Items Specifications**

Bidder furnished equipment, tools, and supplies will meet the minimum standards as follows:

**1. Equipment and Tools**

All equipment used by the Bidder will be UL approved, meet OSHA requirements, and all other safety requirements as specified in the Contract. The equipment will be of the size and type most efficiently used for high quality work of this kind and shall meet with the approval of the Manager of Facilities or designee. Equipment deemed by the College to be of improper design, or inadequate for the purpose intended, shall be removed from the premises, and replaced with satisfactory equipment at no expense to the College.

**2. Material Safety Data Sheets**

The Bidder will submit Material Safety Data Sheets (MSDS) on all products prior to Contract start up, in a form acceptable to the College, and maintain duplicate MSDS sheets on site, suitably filed.

**3. Systems Support**

As may be requested by the College, the Bidder is to provide the systems and technical expertise necessary to set or redefine staffing labor and resource requirements. Those providing this support shall be experienced and competent and shall develop their recommendations on the basis of the College defined performance levels.

**4. Bidder Resource Responsibility**

The Bidder will contractually establish and provide all labor, equipment, tools, supplies, supervision, management and other resources and services necessary to achieve the customer satisfaction and management response specifications as defined in the Contract Documents. This commitment **MUST** include all routine, periodic, projected, project specific, and other tasks and the frequencies needed to meet the quality specifications noted. It is intended that no project or special work is billable under this Contract, except in a rare or unusual situation, and in this event, written authorization must be obtained for added billable work prior to commencement. The College will notify the Bidder with a written order, and will schedule each special project to be performed, when such work falls outside the context of the Contract.

**I. Bidder Staffing**

1. The Bidder shall provide a minimum of 2 personnel daily to perform the duties required in accordance with this Contract at all times. The Bidder will keep on file and furnish to the Manager of Facilities or designee, a daily report that includes a list of the names of all personnel present for work the previous day, the positions filled by each person, and the number of hours worked by each person, as certified by the Bidder's time records.
2. Bidder personnel assigned to the College's grounds maintenance services proposed are subject to final approval by the College. Personnel will be required to adhere to College Security, Fire, and Safety Regulations. Bidder agrees that it will, upon notice from the College, remove any supervisor or employee who is, for any reason, unsatisfactory to the College, and replace him/her with an employee satisfactory to the College. The Bidder and its employees are not agents or employees of the College.
3. Bidder personnel will be physically capable employees, thoroughly trained and qualified in the work assigned to them.
4. The Bidder agrees that only assigned personnel will be permitted on the College premises and no other personnel including, but not limited to salesmen, friends, relatives, or minors, will be allowed on premises without prior notice and approval.
5. Routine, periodic, project related, and other work shall not interfere with regularly scheduled College activities.
6. The Bidder will be responsible for the cost of background checks and drug tests of its employees as required by Local, State and Federal regulations and provide results/reports to College before the commencement of services and annually thereafter. As a minimum, they must be eligible for employment in the United States and must not be users of illegal drugs or substances. Bidder must certify that the investigation has been completed, and that the applicant/employee has met all requirements.
7. The Bidder agrees to advise their employees and the employees of and College approved subcontractors that: (1) It is the policy of the College to prohibit use, possession, sale and distribution of alcohol, drugs, or other controlled substances on its premises, and to prohibit the presence on College property of any individual with any such substances in their body; (2) Entry onto College property constitutes consent to an inspection of the Bidder employee's person, vehicle, and personal effects; (3) any Bidder employee who is found in violation of the College's

Alcohol and Drug Free Policy or who refuses to permit inspection will be removed permanently from the College's property, at the discretion of the College.

#### **J. Customer Service Policy**

1. The Bidder shall establish a clear Customer Service Policy, which is communicated to its employees. Bidder personnel who fail to meet the College's standard for customer service excellence shall be removed from the premises.

#### **K. Site Management**

1. The Bidder will provide managers and supervisors to ensure the performance of the work and proper supervision of his employees. Managers and supervisors are not considered the staff who are physically providing landscaping services.
2. The Bidder's site manager shall demonstrate adequate knowledge of all equipment, tools, chemicals, techniques, and related activities and shall be able to recognize any situations or circumstances under which the techniques defined may be improved upon. Proof of this training and knowledge is required.
3. The Bidder's site manager shall submit copies of certifications and licenses required for handling and application of chemicals to the College for approval.
4. The Bidder's site manager and supervisors must speak and understand English.
5. The College will have the right to make minor adjustments in the work if such minor adjustments do not cause an increase or decrease in the quality and performance targets to be achieved. It is understood, however, that any additional areas added at a later time, will be automatically considered a part of the agreement, subject to negotiation on added square footage and added costs.
6. The College shall have the right to cause the Bidder to replace any site manager or supervisor.

#### **L. College Supplied Items**

1. **Parking**  
The College will provide parking space to the Bidder. Vehicles cannot be parked on any grassy or permeable surface. Vehicles are not allowed on the Back Campus Walkway (stamped concrete area).

#### **M. Contract Management Structure**

1. **Overall**  
Management of the Contract will take place at both the designated College level and a designated Bidder level. On the College level, the Manager of Facilities and/or the designee has been authorized to handle the day-to-day administration and monitoring of the Contract. At the Bidder level, the Bidder's area manager will oversee the performance of the site manager who will be responsible for the day-to-day management and administration of work performance.
2. **The College Representative**

- **Contract Management**

The Manager of Facilities and/or the designee will have final authority over this Contract. Only the Vice President, Finance and Operations and/or designee has authority to alter or waive Contract requirements.

- **Day-to-Day Administration**

The Manager of Facilities and/or the designee will be responsible for day-to-day administration of the Contract.

3. The Manager of Facilities and/or the designee will have the authority to call attention to discrepancies between the Bidder's performance and the quality specifications, operational requirements, and the terms and conditions of the Contract.
4. The Manager of Facilities and/or designee are responsible for initial approval of the Bidder's invoices for all work performed. Approval will be based on compliance with the Contract.
5. The Manager of Facilities and/or the designee will have the authority to stop the performance of the work for the purpose of preventing damage to the College property or eliminating hazardous operations or conditions.
6. The Manager of Facilities and/or the designee will meet with the Bidder's supervisory staff, as appropriate, to ensure effective communication of College priorities.
7. The College may change the designated College representative at such times and on such occasions as may be deemed in the best interest of the College.

## **N. Bidder Operational Requirements**

### **Key Control**

The Bidder will establish and implement adequate methods of ensuring that all keys issued to the Bidder by the College are not lost or misplaced and are not used by unauthorized persons.

As a minimum, all such keys shall be kept in a locked key box (provided by the Bidder) in an office assigned to the Bidder on the Lincroft Campus. The Bidder will provide keys to the College that are necessary to open the key box.

No keys issued to the Bidder will be duplicated.

All keys will be furnished by the College, and all lost keys will be replaced by the College, not by the Bidder. However, the sum of \$10 will be charged to the Bidder for each key lost by the Bidder. Furthermore, if keys are lost or duplicated by the Bidder and, in the opinion of the College, it is necessary to replace or recode locks for reasons of security, the direct cost of such replacement or recoding will be charged to the Bidder.

The Bidder will report the occurrence of a lost key immediately to the Manager of Facilities and/or the designee. It is the responsibility of the Bidder to prohibit the use of keys by any persons other than those supervised by the Bidder's employees. It is also the responsibility of the Bidder to prohibit the opening of locked areas by the Bidder's employees to permit entrance of persons other than Bidder's employees engaged in the performance of assigned work in those areas.

### **1. Lost and Found**

It will be the responsibility of the Bidder to instruct its staff and employees that all articles of possible personal or monetary value found by the Bidder's employees be turned into the campus police.

### **2. Problem Identification**

All supervisors will be responsible to submit a report to the Manager of Facilities and/or designee, identifying any needed repairs to the buildings or grounds and other items. This information will be submitted on a daily basis for entry in the Bidder's daily log. If the problem is critical in nature and requires immediate action, the College's Manager of Facilities and/or designee, will be notified immediately. The Bidder's supervisor will:

- Report and log any circumstances which may affect performance of Contract work, unhealthful or hazardous conditions, or any delays or interference of work by employees of the College. Such report(s) will be made immediately by the Bidder to the Manager of Facilities and/or designee.
- Report and log other circumstances which would affect the Bidder's performance of work required under the Contract.

### **3. Reporting System**

The Bidder shall maintain records adequate to reflect, in accordance with sound accounting and administrative practices, all services provided under the agreement. It shall issue such reports as the College may reasonably request, including but not limited to, monthly and quarterly cumulative accounting reports. All records shall identify area-by-area data and will be compatible with College accounting practices.

At the College's request, the Bidder agrees to make all payroll records, training records, invoices for materials, books of account, and other relevant records pertinent to the Contract available to the Manager of Facilities and/or its designee for purposes of inspection and audit of such records. Any substantive changes affecting any dimension of work performed will be brought to the immediate attention of the College. The Bidder will not enter into any agreement or take any action which may interfere with the rights of the College as noted under this Contract or compromise the College's ability to serve the needs of the College, its physical plant, occupants, employees, management, or customers.

### **4. Inventory and Inspection of Equipment**

The Bidder will furnish those items of equipment and associated supplies required in order fulfill the quality targets specified and required by the bid. An equipment log shall be maintained. An annual joint inventory of equipment will be conducted by the Bidder and the Manager of Facilities and/or the designee. No equipment which is five-years old, or older, will be in use under the Contract, unless specifically approved by the Manager of Facilities and/or designee.

### **5. College Approved Vendors**

During the Contract, the College will provide a list of approved vendors for the potential purchase of equipment, chemicals, supplies, and other items used in its ground's operations. The Bidder will purchase items from the identified vendors unless the College would materially benefit from other purchases. Specific recommendations will be discussed and resolved with the successful bidder.

## **6. Safety and Health**

The Bidder must promptly report to the College cases of death, occupational disease, and injury caused by work on the job. Verbal notification must be followed by a written report describing the incident. The Bidder must provide emergency first aid and treatment for job related injuries in accordance with the requirements of its insurance.

## **7. Relief Personnel**

The Bidder will employ an adequate quantity of on-call relief personnel not permanently assigned to this Contract who will be pre-approved and used to complete the work assignments of absent employees normally assigned to work in a specific area. Such relief personnel may perform authorized project work when not performing routine work. The relief personnel will not be charged against the College, directly or indirectly, including wages, benefits and/or other costs regardless of the regular or overtime hours worked, when replacing regular workers. If the site manager or supervisor is absent, the Bidder will provide a replacement that is competent and has been given the authority to carry out the duties of the site manager, subject to the approval of the College and at no charge to the College.

## **8. Soliciting**

All soliciting is prohibited on the College premises by the Bidder's personnel. Bidder will inform personnel of this policy prior to the commencement of work under the Contract.

## **9. Security and Identification**

The Bidder will abide by the College's security and safety procedures, rules, and regulations, and will cooperate with College security personnel and Police Department.

## **10. Personnel**

All Bidder's personnel must undergo an identification procedure as required by the College's security procedures, prior to beginning the work.

## **11. Background Checks**

The Bidder will be required to perform police, conviction, or other background screening of its employees, consistent with Local, State and Federal laws at their own cost.

## **12. Identification Badges**

Identification Badges must be worn by the Bidder's personnel assigned at the College at all times. Badges must include employee photo and signature; files of such must be available to the College at all times.

**O. ADDITIONAL INFORMATION**

**Special Projects Work and Other Contracts**

The College may request that the awarded vendor provide a quote for special project work outside the scope of services as it relates to other landscaping services. All such work will conform to the terms and conditions of this bid.

The College, at its own discretion, may award other landscape-related contracts to other vendors for additional work via quote or bid process.

### Bidder Information Sheet

Bidder: \_\_\_\_\_

Location of Corporate Headquarters:

\_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

1. Key Personnel (name, title, phone number):

Name	Title	Phone Number

2. Number of years in Ground Maintenance Business: \_\_\_\_\_

3. Management Personnel to be contacted for further information:

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

Phone No.: \_\_\_\_\_ Title: \_\_\_\_\_

4. Company is: Individually Owned \_\_\_\_\_ Partnership \_\_\_\_\_ Minority Owned \_\_\_\_\_ Corp. \_\_\_\_\_

State of incorporation \_\_\_\_\_) Other \_\_\_\_\_ (Explain) \_\_\_\_\_

5. Federal Employer Identification Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print or Type Name)



## **Additional Information**

### **List of Required Items**

Please use the forms on the following pages to submit your proposed programs and pricing information. Provide all information requested. Omissions or missing information will be considered a reflection of the Bidder's management effectiveness and performance capability.

#### **Required Items:**

- Management Structure
- Reference List

#### **Management Structure**

Please provide your company's organization chart including position titles, names, and years of service for management personnel.

Also, describe the role of site support your off-site management staff will provide. (For example, how often will your area manager or other personnel visit the College? What will be accomplished during those visits? Be specific – the evaluation team will not assume the College will be adequately supported unless you provide the details).

## Reference List

The Bidder will be evaluated based on current and past success in providing the same quality services in a similar environment. References should be accounts where work was performed within the past three (3) years, have similar characteristics i.e., type of business, size and conditions, and examples of the systems you have proposed for this bid. This list should include the account currently managed by your proposed site manager.

Secure any necessary authorizations to visit from your reference accounts in advance as there may be minimal notice given prior to visiting.

Proposed site manager's current account:

1. Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Facility Representative: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Years of Service: \_\_\_\_\_ Length of Current Contract: \_\_\_\_\_  
Acres under contract: \_\_\_\_\_  
Grounds Staff: \_\_\_\_\_  
Approximate budget: \_\_\_\_\_  
Type of Facility (e.g., Community college): \_\_\_\_\_

2. Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Facility Representative: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Years of Service: \_\_\_\_\_ Length of Current Contract: \_\_\_\_\_  
Acres under contract: \_\_\_\_\_  
Grounds Staff: \_\_\_\_\_  
Approximate budget: \_\_\_\_\_  
Type of Facility (e.g., Community college): \_\_\_\_\_

3. Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Facility Representative: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Years of Service: \_\_\_\_\_ Length of Current Contract: \_\_\_\_\_  
Acres under contract: \_\_\_\_\_  
Grounds Staff: \_\_\_\_\_  
Approximate budget: \_\_\_\_\_  
Type of Facility (e.g., Community college): \_\_\_\_\_

Attach additional pages as needed

**GENERAL AND ATHLETIC FIELDS LANDSCAPING SERVICES PRICING SHEET  
BID NO. 25-20**

**PART I - Bid Pricing Sheet for General Landscaping Services**

The annual proposed Contract Cost for General Landscaping Services for the Lincroft Campus and Freehold, Wall, Long Branch Regional Locations.

**Provide cost breakdown for the following categories by location:**

**LINCROFT**

**Lawn Care (mowing, edging, weed whacking):**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Spring/Fall Clean-up:**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Weed Control:**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Mulching:**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Flowers/Decorative planting:**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Balance of other services (pruning, seeding/aeration, weeding/trimming, brush control):**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**TOTAL LINCROFT  
Contract Period 1 Total  
(1/1/26 – 12/31/26)**

**TOTAL LINCROFT  
Contract Period 2 Total  
(1/1/27 – 12/31/27)**

**TOTAL LINCROFT  
Contract Period 3 Total  
(1/1/28 – 12/31/28)**

\$ _____	\$ _____	\$ _____
----------	----------	----------

**FREEHOLD**

**Lawn Care (mowing, edging, weed whacking):**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Spring/Fall Clean-up:**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Weed Control:**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Mulching:**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Flowers/Decorative planting:**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Balance of other services (pruning, seeding/aeration, weeding/trimming, brush control):**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**TOTAL FREEHOLD**  
**Contract Period 1 Total**  
**(1/1/26 – 12/31/26)**

**TOTAL FREEHOLD**  
**Contract Period 2 Total**  
**(1/1/27 – 12/31/27)**

**TOTAL FREEHOLD**  
**Contract Period 3 Total**  
**(1/1/28 – 12/31/28)**

\$ _____	\$ _____	\$ _____
----------	----------	----------

**LONG BRANCH**

**Lawn Care (mowing, edging, weed whacking):**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Spring/Fall Clean-up:**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Weed Control:**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Mulching:**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Flowers/Decorative planting:**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**Balance of other services (pruning, seeding/aeration, weeding/trimming, brush control):**

\$ _____	\$ _____	\$ _____
Contract Period 1	Contract Period 2	Contract Period 3

**TOTAL LONG BRANCH**  
**Contract Period 1 Total**  
**(1/1/26 – 12/31/26)**

**TOTAL LONG BRANCH**  
**Contract Period 2 Total**  
**(1/1/27 – 12/31/27)**

**TOTAL LONG BRANCH**  
**Contract Period 3 Total**  
**(1/1/28 – 12/31/28)**

\$ _____	\$ _____	\$ _____
----------	----------	----------

**WALL**

**Lawn Care (mowing, edging, weed whacking):**

\$ \_\_\_\_\_  
Contract Period 1

\$ \_\_\_\_\_  
Contract Period 2

\$ \_\_\_\_\_  
Contract Period 3

**Spring/Fall Clean-up:**

\$ \_\_\_\_\_  
Contract Period 1

\$ \_\_\_\_\_  
Contract Period 2

\$ \_\_\_\_\_  
Contract Period 3

**Weed Control:**

\$ \_\_\_\_\_  
Contract Period 1

\$ \_\_\_\_\_  
Contract Period 2

\$ \_\_\_\_\_  
Contract Period 3

**Mulching:**

\$ \_\_\_\_\_  
Contract Period 1

\$ \_\_\_\_\_  
Contract Period 2

\$ \_\_\_\_\_  
Contract Period 3

**Flowers/Decorative planting:**

\$ \_\_\_\_\_  
Contract Period 1

\$ \_\_\_\_\_  
Contract Period 2

\$ \_\_\_\_\_  
Contract Period 3

**Balance of other services (pruning, seeding/aeration, weeding/trimming, brush control):**

\$ \_\_\_\_\_  
Contract Period 1

\$ \_\_\_\_\_  
Contract Period 2

\$ \_\_\_\_\_  
Contract Period 3

**TOTAL WALL**  
**Contract Period 1 Total**  
**(1/1/26 – 12/31/26)**

**TOTAL WALL**  
**Contract Period 2 Total**  
**(1/1/27 – 12/31/27)**

**TOTAL WALL**  
**Contract Period 3 Total**  
**(1/1/28 – 12/31/28)**

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

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

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

Total Cost for the Lincroft Campus, Freehold, Wall, and Long Branch Regional Locations for all 3- contract periods:

**TOTAL ALL LOCATIONS**  
**Contract Period 1 Total**  
**(1/1/26 – 12/31/26)**

**TOTAL ALL LOCATIONS**  
**Contract Period 2 Total**  
**(1/1/27 – 12/31/27)**

**TOTAL ALL LOCATIONS**  
**Contract Period 3 Total**  
**(1/1/27 – 12/31/27)**

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

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

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

\$ \_\_\_\_\_  
**Part Aggregate Part I (Contract Period 1 + 2 + 3)**

**PART II - Bid Pricing Sheet for Athletic Fields Landscaping Services**

The annual proposed Contract cost for Athletic Field Landscaping Services listed on pages 47-54:

<b>Contract Period 1 (1/1/26 – 12/31/26)</b>	<b>Contract Period 2 (1/1/27 – 12/31/27)</b>	<b>Contract Period 3 (1/1/28 – 12/31/28)</b>
\$ _____	\$ _____	\$ _____

Aggregate Total Cost for Athletic Fields Landscaping Services for all 3-contract periods:

\$ \_\_\_\_\_  
**Total Aggregate Part II (Contract Period 1 + 2 + 3)**

**PART I and II Aggregate Totals – Total Lump Sum:**

**Total Aggregate for Part I:**      \$ \_\_\_\_\_

**Total Aggregate for Part II:**      \$ \_\_\_\_\_

**Total Accumulative Lump Sum:** \$ \_\_\_\_\_

The Contract will be awarded to the lowest responsible and responsive bidder with the lowest accumulative lump sum total and meets all bid and detailed specification requirements. Only one bidder/contractor will be awarded this bid.

Note: The College reserves the right to reduce or eliminate services if a Campus and/or Regional Location is no longer operational during the contract period. Conversely, the College reserves the right to increase services if a Campus and/or Regional Location is expanded or acquired during the contract period.

**ALTERNATE – Part I: Lincroft Campus Fertilization (non-athletic field turf areas)**

**PART I - Alternate A**

**Fertilization Program – Lincroft Campus (non-athletic field turf areas)**

- Bidder will apply according to manufacturer's specification a complete year-round fertilization program.
- Bidder must adhere to all Federal, State and Local regulations on products utilized, frequency of applications, Bidder must adhere to any additional regulations as a result of the close proximity to Swimming River Reservoir.
- All fertilizers shall be applied thoroughly to dry surfaces and then watered immediately following application.
- Bidder will provide MSDS sheets to the Manager of Facilities and/or designee prior to application throughout the entire term of the Contract.
- Bidder must post clear and visible signage when fertilization application or supplements are applied to any of the turf fields.
- Bidder will submit a copy of their NJ State Pesticide Business Registration and licensed applicators license(s) to comply with New Jersey Statute. Licensed Pesticide Applicators shall be used for the duration of the work.
- All chemicals must be applied on weekends to minimize disruption and exposure.
- **Practice field is not part of fertilization program in this alternate.**

**Alternate Cost for Part I will be used for informational purposes only. This is not part of the Bid Award.**

The proposed Alternate Cost for the Lincroft Campus is:

**Fertilization Program on Lincroft Campus  
(non-athletic fields' turf):**

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

Company: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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



**POST AWARD**

**ACTION PLAN**

**LINCROFT CAMPUS, FREEHOLD, WALL AND LONG BRANCH REGIONAL LOCATIONS**

**Action Plan is required by the Awarded Bidder of this Contract.**

**Please describe in detail your action plan for landscaping services (lawn care, cleanup, mulching, weed control/fertilization, flowers/plantings/decorative, etc.) and include an annualized schedule of service(s).**