

SUSSEX COUNTY COMMUNITY COLLEGE

Board of Trustees

FACULTY

Spotlight

“My favorite part of working at SCCC is that the classes are small enough to get to know my students. I can intervene when students need assistance with the course.”



DAWN FLANDERS
ASSISTANT PROFESSOR
CRIMINAL JUSTICE

Tuesday, February 25, 2025
5:00 p.m. – Executive Office Board Room



**Board of Trustees Regular Meeting
Tuesday, February 25, 2025 – 5:00 p.m.
Executive Office Board Room**

AGENDA

1. General Institutional Functions

- 1.1 Call to Order
- 1.2 Public Statement: Adequate notice of this meeting specifying the time and location was transmitted via fax and email to the County Commissioners, County Clerk, NJ Herald and posted to the Sussex County Community College website and on the main entry doors to the Administration Building on Wednesday, February 19, 2025 pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-8.
- 1.3 Roll Call / Pledge of Allegiance
- 1.4 Welcome to Guests

All members of the public who provide public comment shall first identify themselves. Public comments may be submitted to the Board of Trustees Secretary via email or written letter if received at least (8) hours before the meeting. Written public comments shall be read at the meeting with the same time restrictions as all public comments at the meeting. Duplicative comments may be summarized at the discretion of the Board of Trustees Chair.
- 1.5 Courtesy of the Floor on Agenda Items Only (Public Session-5 Minutes per Speaker).

ACTION

- 1.6 Approval/Acceptance of Minutes
 - 1.6.1 Minutes from the January 17, 2025 Special Board Meeting. (Attachment pgs. 1-5, Resolution No. GI02252025-1)
 - 1.6.2 Minutes from the January 17, 2025 Executive Session. (Attachment pg. 6, Resolution No. GI02252025-2)
 - 1.6.3 Minutes from the January 28, 2025, Regular Board Meeting. (Attachment pgs. 7-12, Resolution No. GI02252025-3)
 - 1.6.4 Acknowledgment of Receipt of Committee Meeting Minutes. (Attachment pgs. 13-17, Resolution No. GI02252025-4)
 - Personnel and Curriculum Committee – February 18, 2025.
 - Audit and Policy Committee – February 18, 2025.
 - Finance and Facilities Committee – February 18, 2025.

2. Consent Agenda – ACTION/RC

The President recommends items 2.1 - 2.5 for Board approval, as brought forth after discussion and review by Board Committees:

- 2.1 Approval of Personnel Items
 - 2.1.1 Personnel Actions: January 14, 2025 – February 11, 2025. (Attachment pgs. 18 & 19, Resolution No. P02252025-1)
- 2.2 Approval of Curriculum Items – None this month.
- 2.3 Approval of Policy Items
 - 2.3.1 Re-Adopt Policy No. 200.11 Faculty Absences with edits as noted. (Attachment pg. 20, Resolution No. AP02252025-1)
 - 2.3.2 Re-Adopt Policy No. 200.41 Compensation for Teaching by Admin Staff with edits as noted. (Attachment pg. 21, Resolution No. AP02252025-2)

The following policies are presented for re-adoption. There are no changes.

 - 2.3.3 Re-Adopt Policy No. 200.28 Bereavement. (Attachment pg. 22, Resolution No. AP02252025-3)
 - 2.3.4 Re-Adopt Policy No. 200.29 FMLA. (Attachment pg. 23, Resolution No. AP02252025-4)
 - 2.3.5 Re-Adopt Policy No. 200.46 Presidential Evaluation. (Attachment pg. 24, Resolution No. AP02252025-5)
 - 2.3.6 Re-Adopt Policy No 200.47 Reimbursement for Expenses. (Attachment pg. 25, Resolution No. AP02252025-6)
- 2.4 Approval of Finance Items
 - 2.4.1 Appointment of Nisivoccia as the Auditing Firm for the Sussex County Community College Audit Engagement for FY 2025 through FY 2028, in the Amount of \$48,000. (Attachment pg. 26, Resolution No. AP02252025-7)
 - 2.4.2 Dykstra Walker Design Group - Engineering, Environmental and Survey Services - Exploration of Health Science Lab Expansion for \$39,700.00. Chapter 12. (Attachment pgs. 27-32, Resolution No. BFF02252025-1)
 - 2.4.3 USDA Rural Business Development Grant Application – Resolution approving and authorizing the college to submit a grant application, which if successful commits the college to undertake and implement a project consisting of upgrades and equipment, and authorizing the financing of all or a portion of the project through the Rural Business Development Grant Program made available by the USDA. Dr. Cory Homer, Interim President of Sussex County Community College, is authorized to sign any grant applications, documents, and agreements. The project paid and/or financed through all sources in an amount not to exceed \$50,000. (Attachment pg. 33, Resolution No. BFF02252025-2)

- 2.5 Approval of Facilities Items
 - 2.5.1 Unitemp/MDI - furnish and Install a New Rooftop Package for RTU-2, for \$56,163. Chapter 12. (Attachment pgs. 34-40, Resolution No. BFF02252025-3)
 - 2.5.2 Hannon Floors - Abatement and Installation of Building C Faculty Flooring for \$83,679.88. Chapter 12. (Attachment pgs. 41 & 42, Resolution No. BFF02252025-4)
 - 2.5.3 HQW - Architectural Service for Renovations at MTEC Building B (Reserves (Attachment pgs. 43-49, Resolution No. BFF02252025-4), as follows:
 - Construction Documents - \$18,900.00
 - Bidding and Award - \$7,500.00
 - Construction Admin (Billed Hourly) Estimated - \$20,000.00
 - Reimbursable Expenses- Estimated \$500.00
 - 2.5.4 KI – Training tables and chairs at the PSTA for \$89,278.50. Chapter 12. (Attachment pgs. 50-58, Resolution No. BFF02252025-5)
 - 2.5.5 Planet Networks - PSTA Fiber Connection to College Main Campus for \$1,199.95/Month, 5 Year Agreement \$71,997.00. PSTA County Funded. (Attachment pgs. 59-61, Resolution No. BFF02252025-6)
 - 2.5.6 J. Kramer Landscaping and Snow Plowing – Snow services as follows: The original blanket purchase order under Garme (PB 101716) was \$200,000.00, with a balance carried over from Garme blanket purchase order for \$115,000.00. Operating. (Attachment pgs. 62-95, Resolution No. BFF02252025-7)

3. Finance – ACTION/RC

- ACTION/RC** 3.1 Recommendation: Acknowledge Receipt and Review of Financial Statements: Financial Statements – Results as of January 31, 2025. (Attachment pgs. 96-102, Resolution No. GI002252025-5)

4. Reports

- 4.1 Correspondence File – (Attachment pgs. 103-109)

5. Presentations – Student Spotlight - Aleah McCormick

For 3 years we have run an Automotive Jump Start program for eligible HS seniors. To date, we have served close to 24 HS seniors, and they worked toward the HS diploma and earned 12 credits in the SCCC Automotive Program. These students can complete these courses at a reduced tuition rate, and further financial assistance is supported through grants such as Perkins. The total cost to the students and family was just over \$1200 for two semesters and 12 credits in 2024. Aleah McCormick from High Point HS and Brian Drelick, Supervisor of STEM, will attend to say a few words. Aleah’s experience in the electrical-focused automotive courses has steered her passion for applying to NJIT and pursuing a degree in engineering. Jessica Kuntz (Director of Guidance) from Newton HS will briefly describe this ongoing initiative. In spring 25, we will have our first cohort of students graduating from SCCC who started this program.

6. **Courtesy of the Floor on General Matters** (Public Session-5 Minutes per Speaker)

7. **Other Business**

Discussion / Reports / Announcements:

7.1 Board Chair's Appointment of an Alternate to the Board of School Estimate.

7.2 Trustee Activity Update

7.3 President's Report

7.4 Chair's Comments

7.5 The next meeting of the Board of Trustees will take place on Wednesday, March 26, 2025, at 5:30 p.m. in the Executive Office Board Room.

8. **Executive Session** – Be it resolved that the Board of Trustees will now go into an Executive Session to discuss personnel matters. The matters discussed will be made public if and when the circumstances requiring confidentiality no longer exist. However, it is not presently known if and when that will be.

The Executive Session is expected to last approximately 60 minutes. No action will be taken after the executive session.

9. **Adjournment**



**Board of Trustees Special Meeting
Friday, January 17, 2025
Executive Office Board Room**

MINUTES

1. General Institutional Functions

- 1.1 Mr. Gewecke called the meeting to order at 4:00 p.m.
- 1.2 Mr. Gewecke read the Public Statement: Adequate notice of this meeting specifying the time and location was transmitted via fax, posted to the Sussex County Community College website, and on the main entry doors to the Administration Building on January 15, 2025, pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-8.
- 1.3 Roll Call / Pledge of Allegiance

The following were present: Mr. Gewecke-Chair, Mrs. Smith-Vice Chair, Dr. Crowley-Treasurer, Mr. Santillo-Secretary (via Zoom), Mr. Cable, Dr. Carrick, Mrs. Frank, Mrs. Pepe, Mr. Santonastaso, Dr. Silverthorne, Mr. Yardley, Dr. Connolly-President/Ex-Officio, and Mrs. Fullem-Recording Secretary.

Also present: Dr. Okay-Sr. Vice President of Academic and Student Affairs, Dr. Homer-Vice President of Student Success and Institutional Effectiveness, Mrs. Pappan-Vice President of Finance and Administration, Dr. Gallo-Associate Vice-President of Academic Affairs, Mr. Fruge-Dean of Technical Occupations, Mr. Kula-Executive Director of the Foundation, and Mr. Ryan-College Counsel.

Mr. Gewecke explained that the Board is going to move into an Executive Session. He indicated that there may be changes to the agenda, including the addition of new items, most likely resolutions. Once finalized, the resolutions will be posted as part of the agenda, and the public will have an opportunity to provide input on them.

- 1.4 Executive Session – Personnel Matters

Be it resolved that the Board of Trustees will now go into an Executive Session to discuss personnel matters. The matters discussed will be made public if and when the circumstances requiring confidentiality no longer exist. However, it is not presently known if and when that will be.

The Executive Session is expected to last approximately 75 minutes. After the Executive Session, action may or may not be taken.

At 4:02 p.m., Mrs. Smith moved for the Board of Trustees to enter Executive Session. Dr. Crowley seconded the motion. The motion carried unanimously.

At 7:32 p.m., Mrs. Smith moved to adjourn the Executive Session. Dr. Crowley seconded the motion. The motion carried unanimously.

Mr. Gewecke welcomed the public back after the Executive Session and indicated that there are additional items for the agenda.

1.5 Additional Agenda Item

1.5.1 Mr. Ryan read the Resolution: Accept the resignation of Dr. Jon Connolly as President and Chief Executive Officer of Sussex County Community College and to appoint Dr. Connolly as a tenured Associate Professor at a salary of \$82,649. Further, the Board Chairman is authorized to sign, on behalf of the Board, a Separation Agreement and General Release effectuating the foregoing.

Mrs. Smith moved to add and accept the resignation of Dr. Jon Connolly as President and Chief Executive Officer of Sussex County Community College and to appoint Dr. Connolly as a tenured Associate Professor at a salary of \$82,649, and for the Board Chairman's authorization to sign, on behalf of the Board, a Separation Agreement and General Release effectuating the foregoing. Dr. Crowley seconded the motion.

Mr. Santonastaso moved to table the motion/Resolution. Mr. Cable seconded the motion.

Roll call vote to table the motion/resolution: Mr. Cable and Mr. Santonastaso voted yes. Dr. Carrick, Dr. Crowley, Mrs. Frank, Mrs. Pepe, Mr. Santillo, Dr. Silverthorne, Mrs. Smith, Mr. Yardley, and Mr. Gewecke voted no. The motion to table did not carry.

Roll call vote to add the Resolution: Dr. Carrick, Dr. Crowley, Mrs. Frank, Mrs. Pepe, Mr. Santillo, Mrs. Smith, Dr. Silverthorne, Mr. Yardley, and Mr. Gewecke voted yes. Mr. Cable and Mr. Santonastaso voted no. The motion carried.

1.6 Mr. Gewecke opened courtesy of the floor on agenda items. He noted that each speaker is allowed five minutes and that those wishing to provide public comments should first identify themselves.

Mr. Ryan reminded the Trustees that the motion is a personnel matter and, therefore, is confidential, and board members are not permitted to discuss the personnel item.

Jason Boehm, president of the adjunct union at Sussex County Community College, alumni, and former staff member, addressed the Board. He said, "First point, we have four full-time tenured faculty members in science. This institution is constantly in need of money. Constantly. There is no full-time tenured faculty in some departments. At all. As somebody who matriculated from this institution to Rutgers, I had to write extra essays because no PhD was attached to my program.

"You're going to vote up science and give this man who has traumatized people on this campus, students, staff, and faculty alike, \$82,000 a year and tenure. That's what you do for a president who does a good job, and everybody loves. This is an outgoing board, and this is your last decision. The optics on this look

horrific. Absolutely horrific. Everybody knows what you're doing here. We can see it, and it's gross...and it's wrong. It's wrong! But it's like I tell my students all the time, sadly, in the real world, the bad guys usually win. This is a bad decision for this institution, and for the morale of everyone. That isn't personally attached to Dr. Connolly and intends to win out for him getting what he wants. This, I have to say, is without a doubt a decision that is being made not in the best interest of the college. This is personal connections. Your responsibility is to this institution and not a person. Right now, your actions show that you're loyal to a person and not an institution.”

James Gaddy addressed the Board. He said, “I would just strongly encourage the board, as you just added to the agenda, one item that is two different issues. I would strongly encourage the board to separate those votes into two different issues; One for accepting the resignation and one for tenure. So that way the public has an idea of who's supporting which piece of the agenda.”

Mary Ann Sharp, HR, said, “I concur with both of these. It's been said before and I'm very sad that it seems like you guys don't have the guts to do it.”

Rich Linden addressed the Board and said, “I am a recently retired long-term psychology professor here for many, many years, and I wanted to share my perspective...In other words, I'm not here to focus on the optics. I'm here to share with you my perceptions.

“After having worked with Jon Connolly for the last 10 years, I was the president of the Faculty Senate for two years. Jon and I worked very closely and successfully. Not just me, but the faculty did with him. I'm talking now about full time faculty, because that's my experiential base, not adjunct faculty.

...”One thing that really needs to be sacred to full-time faculty is tenure. Tenure is an incredibly important step, and none of us on the full-time faculty who weigh in on tenure view that responsibility lightly. It's a big deal. We all know it's a big deal.

“So, let me, let me just share with you a couple of things about my background. I oversee the Community College Teaching Certificate Program, which is a training and professional development program for our adjunct and full-time faculty on campus. I actually, Jon, with your support, took a sabbatical several years ago, which I am finally about to publish a book on effective evidence-based college teaching. My job as the person who directs the Community College Teaching Certificate is to encourage faculty, both adjunct and full-time, to develop their chops, their clinical, their clinical skills, and their teaching skills in the classroom. One of the interesting things about being a college professor that I think probably many of you know is, most of us receive no formal training whatsoever in terms of classroom management, the dynamics of the group, there's a whole lot of things going on in the classroom that take a lot of experience to manage well.

“Teaching is one of those things you and I all know that we couldn't get behind a commercial jetliner and fly the jet. But when it comes to teaching, most people who really don't know much about teaching, if anybody could do it, just give me the book and put me up there. It doesn't work that way.

“In the time I've known Dr. Connolly, he has attended two sessions, these are five meetings that run the course of a semester. He's attended two times. The Community College Teaching Certificate Program, and frankly, he and one other person in that cohort, those two cohorts, emerged as what I call co-teachers. Why

was he able to do that so successfully in view of use and help to other faculty? It's because he's paid his dues. He is an absolute educator. I've observed him twice. He has also been observed by Dr. Gallo. I observed him twice in what we call a peer observational model where peers observe each other in the classroom and I just want to say from my 40 something years of experience as a college professor, as a teaching professor, he absolutely has the chops. He's great in the classroom.

"I want to also address my understanding, which is that the science department has had a very difficult time finding a full-time professor with the right qualifications to teach the courses that are exactly, in my understanding, the same courses that Dr. Connolly would be teaching. The department needs him. I would not be up here speaking if I didn't know he's got the skills that it takes. He is student-friendly and student-supportive. He teaches from an evidence-based perspective. And when you're teaching hard science courses, what you taught five years ago may now be wrong and obsolete."

Mr. Gewecke reminded Mr. Linden of the time constraint and indicated that he had approximately 30 seconds to complete his comments.

Mr. Linden concluded, "I have no reservations about his ability to be a productive, constructive faculty member. The truth of the matter is, as much as I like Jon, if I didn't feel that, I wouldn't be talking to you. I mean it. He's the real deal. Thank you."

No one else addressed the Board.

Mr. Yardley moved to close the floor. Mr. Santonastaso seconded the motion. The motion carried unanimously.

Mr. Gewecke reiterated that there is a motion to accept the resignation of Dr. Jon Connolly as President and Chief Executive Officer of Sussex County Community College and to appoint Dr. Connolly as a tenured associate professor at a salary of \$82,649. Further, the board chairman is authorized to sign on behalf of the board, a separation agreement and general release effectuating the foregoing.

Roll Call vote on the Resolution: Dr. Carrick, Dr. Crowley, Mrs. Frank, Mrs. Pepe, Mr. Santillo, Mrs. Smith, and Mr. Gewecke voted yes. Mr. Cable, Mr. Santonastaso, Dr. Silverthorne, and Mr. Yardley voted no. The motion carried.

1.7 Additional Agenda Item

1.7.1 Resolution to appoint Cory Homer as the Interim President and Chief Executive Officer of the College, contingent on the execution of a contract between Dr. Homer and the College.

Mr. Ryan indicated that the Board needed to vote to add the Resolution to the agenda and could not discuss the Resolution in public.

Mrs. Smith moved to add the Resolution to the agenda. Dr. Carrick seconded the motion.

Roll call vote on adding the Resolution to the agenda: Mr. Cable, Dr. Carrick, Dr. Crowley, Mrs. Frank, Mrs. Pepe, Mr. Santillo, Mr. Santonastaso, Dr. Silverthorne, Mrs. Smith, Mr. Yardley, and Mr. Gewecke voted yes. The motion carried unanimously.

- 1.8 Mr. Gewecke opened courtesy of the floor for general comments and reminded The public that each speaker has five minutes.

David Haislip, SCCC's Veteran's SEO noted, "Going with that man over there (Dr. Homer) is one of the smartest things I believe that this college has done in my personal opinion. He backs veterans and he backs every student that comes in. He tries to help everyone. He would give the shirt off his back. I give my full 100 percent support."

Mr. Linden said, "Cory and I go way back. I've watched him in so many situations, challenging ones over the years. He is absolutely the right person for the job and the right person for the college at this point in its history."

Mr. Gaddy said, "I'd like to thank the board for doing this. I think Cory is the right choice to help the college in its next chapter. I would just strongly encourage the board, now that you have appointed someone to tenure, and essentially put Dr. Homer in handcuffs, that when this becomes an issue, that you back up Dr. Homer. Because mark my words, this will be an issue."

Mr. Boehm said, "...probably the best decision you all have ever made. With Cory, I could not back somebody better. I agree with everything that was said by Dave. To James's point, the last time you gave tenure to somebody, through your own power, it was Dr. Homer, and full-time faculty filed a grievance against you because there is a search process and procedure for hiring full-time faculty. I'm obviously not on the full-time faculty union, but I will be letting the president of the union know tonight the decision that you made so they can move forward with that grievance."

No one else addressed the Board.

Mrs. Smith moved to close the public session. Dr. Crowley seconded the motion. The motion carried unanimously.

Mrs. Smith moved to adopt the Resolution. Dr. Carrick seconded the motion.

Roll call vote to accept the Resolution: Mr. Cable, Dr. Carrick, Dr. Crowley, Mrs. Frank, Mrs. Pepe, Mr. Santillo, Mr. Santonastaso, Mrs. Smith, Mr. Yardley, and Mr. Gewecke voted yes. The motion carried unanimously.

- 1.9 The next meeting of the Board of Trustees is Tuesday, January 28, 2025, at 5:00 p.m., in the Executive Office Board Room

- 1.10 Adjournment

At 7:54 p.m., Mrs. Smith moved to adjourn the meeting. Dr. Crowley seconded the motion. The motion carried unanimously.

Approved: _____



**Board of Trustees Special Meeting
Friday, January 17, 2025
Executive Office Board Room
EXECUTIVE SESSION MINUTES**

Start: 4:02 p.m.

End: 7:32 p.m.

Present: Mr. Gewecke, Mrs. Smith, Dr. Crowley, Mr. Santillo, (via Zoom), Mr. Cable, Dr. Carrick, Mrs. Frank, Mrs. Pepe, Mr. Santonastaso, Dr. Silverthorne, Mr. Yardley, Mrs. Fullem, and Mr. Ryan-College Counsel. Drs. Connolly, Gallo, and Homer joined the meeting individually at different times.

During the Executive Session, the Board of Trustees discussed the following:

- Dr. Connolly's resignation as President and CEO, and the Separation Agreement and General Release terms.
- Dr. Connolly's appointment as an Associate Professor, with or without tenure, and his salary for the position.
- Appointing Dr. Homer as Interim President and the terms for his appointment.

Approved: _____



**Board of Trustees Regular Meeting
Tuesday, January 28, 2025 – 5:00 p.m.
Executive Office Board Room**

MINUTES

1. General Institutional Functions

- 1.1 Mrs. Smith called the meeting to Order at 5:00
- 1.2 Mrs. Smith read the public Statement: Adequate notice of this meeting specifying the time and location was transmitted via fax, posted to the Sussex County Community College website, and on the main entry doors to the Administration Building when the yearly Board Meeting Schedule was noticed on December 6, 2024, pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-8.
- 1.3 Roll Call / Pledge of Allegiance

The following were present: Mrs. Smith-Acting Chair, Mr. Cable, Mr. Santillo, Dr. Carrick, Mrs. Pepe, Mr. Santonasto, Mr. Schick, Dr. Silverthorne, Mr. Yardley, Dr. Homer-Interim President, and Mrs. Fullem-Recording Secretary.

Mrs. Pappan-VP of Finance and Administration, Dr. Gallo-Associate Vice-President of Academic Affairs, Mr. Fruge-Dean of Technical Occupations, Mr. Kula-Executive Director of the Foundation, and Katy Fina-College Counsel.

Mr. Schick took his Oath of Office.

Mrs. Smith introduced Matthew Cable, James Santonastsa and Earl Schick as new Trustees.

Mrs. Smith welcomed the Guests, noting that former board Chair Mr. Jeff Quinn, who served on the board for fifteen years and is a Trustee Emeritus, had joined us as a guest for the meeting.

- 1.4 Courtesy of the Floor on Agenda Items (5 minutes per speaker)

Mrs. Smith noted that all members of the public who provide public comment shall first identify themselves. Public comments may be submitted to the Board of Trustees Secretary via email or written letter if received at least (8) hours before the meeting. Written public comments shall be read at the meeting with the same time restrictions as all public comments at the meeting. Duplicative comments may be summarized at the discretion of the Board of Trustees Chair.

No one spoke

- ACTION** 1.6 Approval/Acceptance of Minutes

Mr. Yardley requested that the minutes from the October 10, 2024, Board Retreat be voted separately.

Mrs. Pepe moved to separate the minutes from the October 10, 2024 Board Retreat. Mr. Yardley seconded the motion. The motion carried.

Mrs. Pepe moved to approve the minutes from the October 10, 2024, Board Retreat. Mr. Santillo seconded the motion. Mr. Yardley and Mr. Santonastaso abstained from the vote. The motion carried.

Mrs. Pepe moved to approve minutes from November 26, 2024, and January 21, 2024 meetings. Mr. Yardley seconded the motion. Mr. Santonasto, Mr. Schick, and Mr. Cable abstained from the vote. The motion carried.

1.6.1 Minutes from the October 10, 2024 Board Retreat. (Resolution No. GI01282025-1)

1.6.2 Minutes from the November 26, 2024 Annual Organization Meeting. (Resolution No. GI01282025-2)

1.6.3 Minutes from the November 26, 2024 Executive Session. (Resolution No. GI01282025-3)

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1.6.4 Minutes from the November 26, 2024 Regular Meeting. (Resolution No. GI01282025-4)

1.6.5 Acknowledgment of Receipt of Committee Meeting Minutes. (Resolution No. GI01282025-5)

- Personnel and Curriculum Committee – January 21, 2025.
- Audit and Policy Committee – January 21, 2025.
- Finance and Facilities Committee – January 21, 2025.

- At this time, Mr. Farina from PTK O'Connor Davies presented the June 30, 2024 audit. He thanked staff for their assistance with the audit and highlighted that no issues were found in the payroll, cash disbursement, revenue, or federal/ state grants, and no issues of non-compliance. He added that the College is in a great financial position.

2. Consent Agenda – ACTION/RC

The President recommends items 2.1 - 2.5 for Board approval, as brought forth after discussion and review by Board Committees:

Mr. Santonasto moved to approve all items on the Consent Agenda. Mrs. Pepe seconded the motion.

Roll call vote: Mr. Cable, Dr. Carrick, Mrs. Pepe, Mr. Santonastaso, Mr. Santillo, Mr. Schick, Dr. Silverthorne, Mr. Yardley, and Mrs. Smith voted yes. The motion carried unanimously.

2.1 Approval of Personnel Items

2.1.1 Personnel Actions: November 12, 2024 – January 14, 2025. (Resolution No. P01282025-1)

2.2 Approval of Curriculum Items

2.2.1 Changes to 2025-2026 Academic Calendar. (Resolution No. CI012820251)

2.3 Approval of Policy Items

- 2.3.1 Re-Adopt Policy No. 200.21 Smoke & Tobacco Free Campus. (Resolution No. AP01282025-1)
- 2.3.2 Re-Adopt Policy No. 200.26 Time Benefits for Part-Time Employees – Updated with new payment proceedings to align with the Union Contracts (pay for all PT employees during winter break regardless of time served). (Resolution No. AP01282025-2)
- 2.3.3 Re-Adopt Policy No. 200.45 Grievance Policy for Employees Not Covered Under a Collective Bargaining Agreement. (Resolution No. AP01282025-3)
- 2.3.4 Re-Adopt Policy No. 507.1 Basic Skills Placement Test Policy. (Resolution No. AP012820025-4)
- 2.3.5 Rescind Policy No. 200.49 Vaccination Policy. (Resolution No. AP012820255)

2.4 Approval of Finance Items

- 2.4.1 Approve the College's FY 2026 Budget. (Approval of Certification of the Amount of Local Appropriation Necessary for the Operating Expenses and Capital Outlay Expenses of the College for FY26, and for the President to Prepare the Final Bound FY26 Budget Document for Public Advertisement and for Submission to the Sussex County Community College Board for School Estimate. (Resolution No. BFF01282025-1)
- 2.4.2 Authorization to Schedule the Board of School Estimate Meeting and for The Board Secretary to Advertise Said Meeting Along with a Summarized Statement of Both the Estimated Revenues and Anticipated Operating and Capital Expenditures. (Resolution No. BFF01282025-2)
- 2.4.3 Report on Financial Statements and Schedules of Expenditures of Federal Awards and State Financial Assistance in Accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and New Jersey OMB Circular 15-08 Years Ended June 30, 2024 and 2023. (Annual Audit) (Resolution No. BFF01282025-3)
- 2.4.4 BPO Increase for Canteen – Cafeteria Food Service - Current BPO \$40,000 – Estimated Before Activity Increase \$80,000.00. Operating funds. (Resolution No. BFF01282025-4)
- 2.4.5 Subscription Renewal with SHI for \$ 20,784.25. Renewal of Adobe Creative Suite used in multiple graphic design student labs and Adobe Acrobat Pro used by multiple faculty and staff for advanced editing of documents in PDF Format. Operating funds. (Resolution No. BFF01282025-5)
- 2.4.6 Board Resolution Authorizing the Removal of Ketan Gandhi as a Signer and the Appointment of Theresa Pappan as a Signer for the College and Foundation Bank and Investment Accounts. (Resolution No. BFF01282025-6)
- 2.4.7 Board Resolution Authorizing the Removal of Jon Connolly as a Signer and the Appointment of Cory Homer as a Signer for the College and Foundation Bank and Investment Accounts. (Resolution No.

BFF01282025-7)

2.4.8 Board Resolution Appointing Cory Homer as the School Alliance Insurance Fund (SAIF) Commissioner. (Resolution No. BFF01282025-8)

2.5 Approval of Facilities Items

2.5.1 Accept Bid from Billy Contracting & Restoration, Inc., for R Building Addition in the Amount of \$1,274,000. (Resolution No. BFF01282025-9)

2.5.2 Hannon Floors – for Carpet Removal and Install for \$ 18,822.50. Chapter 12 funded. (Resolution No. BFF012820025-10)

3. Personnel – **ACTION/RC**

ACTION/RC 3.1 Recommendation: Award Tenure to Diane Harris, Instructor of Mathematics. (Resolution No. P01282025-2)

Mr. Santillo moved to approve the resolution. Dr. Carrick seconded the motion.

Drs. Homer and Gallo praised Mrs. Harris for dedication to student success and academic excellence and expressed their gratitude for working with her for over a decade.

Mr. Yardley playfully asked Mrs. Harris to explain the “new math” in sixty seconds. Mrs. Harris answered his question wonderfully and with humor.

Roll call vote: Mr. Cable, Dr. Carrick, Mrs. Pepe, Mr. Santonastaso, Mr. Santillo, Mr. Schick, Dr. Silverthorne, Mr. Yardley, and Mrs. Smith voted yes. The motion carried unanimously.

Mrs. Smith expressed gratitude to Mrs. Harris for her willingness to step in and take on responsibilities where needed.

Mrs. Harris thanked the board and expressed her gratitude to the faculty and staff for their support.

4. Finance – **ACTION/RC**

ACTION/RC 4.1 Recommendation: Acknowledge Receipt and Review of Financial Statements: December 31, 2024, Six Months YTD FY25 Budget. (Resolution No. GI01282025-6)

Mrs. Pappan presented the financial statements for December 31, 2024, Six Months YTD FY25 Budget, including credit hours, income statements, and assets. She highlighted the 6% enrollment increase and additional expenses for staff and professional fees.

Dr. Silverthorne moved to acknowledge receipt and review of the above financial statements. Mrs. Pepe seconded the motion.

Roll call vote: Mr. Cable, Dr. Carrick, Mrs. Pepe, Mr. Santonastaso, Mr. Santillo, Mr. Schick, Dr. Silverthorne, Mr. Yardley, and Mrs. Smith voted yes. The motion carried unanimously.

5. **Reports**

5.1 The Correspondence File was received, reviewed, and filed.

6. Presentations – Student Spotlight

Mrs. Smith introduced the new monthly tradition of student spotlight, highlighting a student club, or activity each month.

Executive Director Mrs. Borger introduced Roman Citro as our first student to be spotlighted. She noted his recent success in wrestling and praised his significant academic improvements from his freshman to sophomore year.

Dr. Homer presented Mr. Citro with a challenge coin from the president's office, noting that we will do this each month to highlight some of the students who are living up to the challenge of being a Skylander.

7. Courtesy of the Floor on General Matters (Public Session-5 Minutes per Speaker)

Mr. Yardley moved to open the floor. Mr. Santonastaso seconded the motion. The motion carried unanimously.

Maureen Murphy-Smolka congratulated Mrs. Harris on her achievement.

Mr. Gewecke thanked everyone and just wanted to say goodbye. He expressed his gratitude to each member of the board and the administration, acknowledging the inspiring work they do.

Mr. Cable moved the motion to close the floor. Mr. Santonasto seconded the motion. The motion carried unanimously.

8. Other Business

- ACTION/RC** 8.1 Second Reading and Adoption of Amended Board of Trustees Bylaws. Section 3.4, regarding the election of Board of Trustees officers, is changed to read, "The election shall be by voice vote or by written ballot providing, however, the written ballots shall be cast and read aloud during open session identifying each member's vote to the public and said votes shall be published in the meeting minutes. The change appears on page 4 of the Bylaws. (Resolution No. AP01282025-6)

Mrs. Pepe moved to approve the second reading and adopt the amended bylaws as noted above. Mr. Santillo seconded the motion.

Roll call vote: Mr. Cable, Dr. Carrick, Mrs. Pepe, Mr. Santonastaso, Mr. Santillo, Mr. Schick, Dr. Silverthorne, Mr. Yardley, and Mrs. Smith voted yes. The motion carried unanimously.

- ACTION** 8.2 Appointment of the Nominating Committee. Mrs. Smith appointed:

Chair – Dr. Carrick

Members – Dr. Silverthorne and Mr. Schick

Mrs. Smith moved to approve the motion, and Mr. Yardley seconded the motion. The motion carried unanimously.

- ACTION** 8.3 Appointments to Board of School Estimate. Mrs. Smith appointed:

Mrs. Smith (as acting board chair)

Mrs. Frank
Alternate Mr. Yardley

Mrs. Smith moved to approve the motion. Mr. Cable seconded the motion. The motion carried unanimously.

Discussion / Reports / Announcements:

8.4 Trustee Activity Update

Dr. Carrick acknowledged the transition of leadership at SCCC. She Congratulated Dr. Homer on his new role and thanked Dr. Connolly for his contributions. She welcomed the new board of trustees and expressed her gratitude to the departing trustees.

8.5 The President's Report is on file in the Office of the President.

8.6 Chair's Comments

Mrs. Smith welcomed and thanked Dr. Homer and Mrs. Pappan and expressed her enthusiasm for having them on the team. She acknowledged college administration all of their hard work for the college's success and also acknowledged the collective efforts of everyone involved.

8.7 The next meeting of the Board of Trustees will take place on Tuesday, February 25, 2025, in the Executive Office Board Room.

9. **Executive Session** – None this month.

10. **Adjournment**

At 5:57 p.m., Mr. Santonastaso moved to adjourn the meeting. Mr. Cable seconded the motion. The motion carried unanimously.

Approved: _____

**AUDIT & POLICY COMMITTEE
SUSSEX COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES
Tuesday, February 18, 2025**

Zoom Virtual Meeting

MINUTES

Start: 3:31 p.m.

End: 3:38 p.m.

Present: Mr. Santonastaso-Chair, Dr. Homer, Dr. Okay, Mrs. Pappan, Dr. Gallo, Mrs. Fullem, Mrs. Caputo, and Mr. Crispino.

All items on the agenda are approved to move forward to the Board of Trustees.

POLICY

Policy No. 200.11 Faculty Absences (edits to file).

Policy No. 200.41 Compensation for Teaching by Admin Staff (edits to file)

The following policies have no edits and will be presented for re-adoption:

Policy No. 200.28 Bereavement

Policy No. 200.29 FMLA

Policy No. 200.46 Presidential Evaluation

Policy No. 200.47 Reimbursement for Expenses

AUDIT

Appointment of Nisivoccia as the Auditing Firm for the Sussex County Community College Audit Engagement for FY 2025 through FY 2028, in the Amount of \$48,000.

OTHER BUSINESS

January 16, 2025 – February 13, 2025 Incidents

PERSONNEL & CURRICULUM COMMITTEE
SUSSEX COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES
Tuesday, February 18, 2025

Zoom Virtual Meeting

MINUTES

Start: 4:02 p.m.

End: 4:31 p.m.

Present: Mrs. Quinn-Chair, Mr. Cable, Mr. Yardley, Dr. Homer, Dr. Okay, Mrs. Pappan, Dr. Gallo, Mrs. Fullem, and Mrs. Caputo

PERSONNEL

- The committee reviewed personnel actions: January 14, 2025 – February 11, 2025, including Part-time new hires, resignations/terminations/positions ended, and full-time and part-time open positions. The discussion included updates regarding the recruitment for a Director of Security and a Project Manager. ***The committee agrees to bring to the Board of Trustees for approval.***
- Faculty compensation, including the requirement of a master's degree for full-time faculty as per Title 9A of New Jersey State law and Middle States accreditation, was discussed.

CURRICULUM – None this month

OTHER BUSINESS

- The committee reviewed the November 15, 2024 - January 15, 2025 Incident Reports.
- Security concerns and campus safety measures were discussed, including security staff, equipment, and security enhancements.

FINANCE & FACILITIES COMMITTEE
SUSSEX COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES
Tuesday, February 18, 2024
Zoom Virtual Meeting

MINUTES

Start: 5:00 p.m.

End: 6:36 p.m.

Present: Mrs. Frank-Chair, Dr. Silverthorne, Mr. Schick, Mr. Yardley, Dr. Homer, Dr. Okay, Mrs. Pappan, Mrs. Fullem, Dr. Gallo, Mr. Fruge, Mrs. Unrath, Ms. Belli, Mr. Rago, and Mr. Stoppay.

FINANCE

1. The committee reviewed the results of the financial statements as of January 31, 2025.
 - Student tuition revenue remains strong and above budget.
 - Investment returns were lower than in prior years due to the absence of CARES Act funds.
 - Health benefit expenses remain a significant cost pressure, increasing by 17%.
 - Legal and finance consulting fees also contributed to higher-than-expected costs.
 - The overall financial position remains stable, with an unrestricted fund balance in good standing.

The committee agreed to bring to the Board of Trustees to acknowledge receipt and review.

2. The committee reviewed proposals from three firms: Nisivoccia, CLA, and PKFOD.
 - Nisivoccia was recommended as the preferred firm due to its knowledge of Jenzabar, cost-effectiveness, and prior experience with the college.

The firm was selected to move forward for board approval from FY 2025 through FY 2028 for \$48,000.

3. The committee discussed hiring Dykstra Walker Design Group for an environmental and engineering survey to explore a potential health science lab expansion for \$39,7000. Dr. Homer clarified that this is an exploration, not an approval for construction. ***The committee agreed to bring this to the Board of Trustees for approval.***

4. The discussion on raising the approval threshold was deferred to the next meeting due to time constraints.

5. Updates on Budget & Federal Funding

- The committee received information about scheduling the Board of School Estimate meeting.
- The impact of federal and state funding changes was discussed, with potential effects on financial planning.

6. USDA Rural Business Development Grant Application (\$50,000 Maximum Request)

- The college is applying for a USDA grant to upgrade and equip its food truck for educational use.
- This initiative would support the Culinary Institute and the Business and Entrepreneurial Club.

The committee agreed to bring to the Board of Trustees for approval.

FACILITIES

1. Unitemp/MDI – Rooftop Unit Replacement (\$56,163, Chapter 12 Funds)
 - The replacement of a rooftop HVAC unit was discussed and ***approved for board review.***

2. Hannon Floors – Abatement and Installation for Faculty Offices (\$83,679.88, Chapter 12 Funds)
 - The need to remove old carpet and asbestos tile in Building C was reviewed.
 - Air quality tests have confirmed safety following minor carpet removal.

The committee agreed to move this to the board for approval.

3. HQW – Architectural Services for MTEC Building B (\$46,900, Reserves)
 - This project includes architectural design and construction planning for future classroom and shop space.

The committee agreed to bring to the Board of Trustees for approval to proceed with construction document development.

4. KI – Training Tables & Chairs for PSTA (\$89,278.50, Chapter 12 Funds)
 - The existing classroom furniture at the PSTA is in poor condition and needs updating.
 - The funding source was verified, and ***the committee agreed to move this forward to the Board of Trustees for approval.***

5. Planet Networks – Fiber Connection for PSTA (\$71,997, County Funded)
 - Upgrading the PSTA’s internet connection was discussed. This improvement will facilitate potential future criminal justice courses at PSTA.

The committee agreed to bring to the Board of Trustees for approval.

6. J. Kramer Landscaping & Snow Plowing Contract
 - Due to poor performance by the previous contractor, Kramer has taken over snow plowing services. The original blanket purchase order under Garme (PB 101716) was \$200,000.00, with a balance carried over from the Garme blanket purchase order of \$115,000.00. Operating. No concerns were raised about the transition.

The committee agreed to bring to the Board of Trustees for approval.

7. Spring 2025 Capital Projects Updates
 - The committee reviewed the project status list and discussed prioritization.
 - The Master Facilities Plan was briefly reviewed with a request for an annual in-house update.

SAFETY AND SECURITY

1. Incident Reports Review
 - No major security incidents were reported.

2. Emergency Operations Plan Update
 - The college is reviewing its emergency lockdown procedures.
 - The Newton Police Chief has connected the college with an external consultant for an independent security review.
 - Door retrofits are underway to improve lockdown capabilities.
 -

3. Upcoming Policy Updates for Audit & Policy Committee
 - Several finance and security-related policies will be under review beginning in March.

OTHER BUSINESS

1. Investment Firm Search Update
 - The search for an investment management firm is ongoing.
2. Jenzabar System Update
 - Financial aid processing under the new system is progressing well.
 - The college is reducing reliance on consultants as internal staff gain expertise.
3. Public Safety & Armed Security Staffing
 - Armed security on campus during operating hours was discussed.
 - A new director of security is being hired, and interviews are underway.

Sussex County Community College

Personnel Actions: January 14, 2025 – February 11, 2025

NEW HIRES:

Full-time

-

Part-Time:

- Timothy Jedlicka – Adjunct Music
- Denisse Orta – Adjunct Education
- James Walters – PT Porter/Dishwasher
- Michael Zey – Adjunct Business
- Angela McBride – Adjunct Exercise Science
- Anthony Assante – Adjunct Horticulture
- Antonio Merolli – Adjunct Biology

RESIGNATIONS/TERMINATIONS/POSITION ENDED:

- Russell Shields - deceased
- Angelica Lyon - voluntary resignation

ON LEAVE:

-

OPEN POSITIONS:

Full-Time:

- Capital Project Manager
- Director of Campus Safety and Security
- Math Instructor

Part-Time:

- PT CTE Student Performance Coordinator
- Adjunct – Electrical Line Worker
- PT Campus Store Student Worker
- Adjunct – Cosmetology
- Adjunct – Accounting
- PT Kitchen Lab Assistant
- PT Porter Dishwasher
- PT Service Staff
- Adjunct - Chemistry
- Adjunct – Math
- Adjunct – Spanish

- Adjunct – Environmental Science
- Adjunct – History
- Adjunct – Business
- Adjunct – Graphic Design
- PT Campus Life Assistant
- Adjunct – English Effective Speaking
- Adjunct – Business Management
- PT IT Tech
- PT Assistant Coach Men’s Baseball
- PT Assistant Coach Men’s Wrestling
- Adjunct – Biology
- PT Head Coach Golf
- PT Head Coach Football

Sussex County Community College
Policy No. 200.11
Area: Academic Affairs/Human Resources
Adopted: Tuesday, July 28, 2015
Re-adopted: January 28, 2020

200.11 Faculty and Adjunct Absences, Substitutes, and Compensation

PURPOSE OF THE POLICY

The purpose of this policy is to provide guidelines for when faculty or adjunct staff are unable to teach their classes for a period of two consecutive weeks or more due to illness, emergency, or personal circumstances.

GENERAL STATEMENT OF FACULTY ABSENCES, SUBSTITUTES, AND COMPENSATION

The College will assume responsibility for identifying and compensating substitutes for full- or part-time faculty or adjunct staff who are unable to teach their classes for a period of two consecutive weeks or more due to illness, emergency, or personal circumstances. In order to ensure the integrity of the academic experience for students and equitable treatment of all faculty, faculty members who are assigned to teach specific courses are expected to refrain from asking acquaintances, family members, colleagues, friends, and other individuals to take over their instructional duties and from making arrangements with such individuals to compensate them for their services. Faculty and Adjuncts- will inform College of the need to find a temporary replacement.

Sussex County Community College
Policy No.: 200.41
Area: Human Resources
Adopted: September 27, 2016

200.41 Compensation for Teaching by Administrative/Support Staff Policy

PURPOSE OF THE POLICY

To provide that Sussex County Community College (College”) employees will be compensated for their primary job assignment and for any approved College teaching assignments performed outside of their primary job assignment.

GENERAL STATEMENT OF COMPENSATION FOR TEACHING BY ADMINISTRATIVE/SUPPORT STAFF POLICY

Supervisory approval is required whenever administrative/support staff teach a College credit or non-credit course, whether such instruction occurs within or outside of the employee’s regularly scheduled work hours. Administrative/support staff employees who teach credit or non-credit courses at SCCC during their regularly scheduled work hours will not receive additional compensation beyond their normal wages for their primary job assignment. Credit or non-credit courses taught outside of an employee’s regularly scheduled work hours will be compensated at the prevailing-regular College rate for adjunct faculty or non-credit instructors. Those employees who have taught the credit amount to achieve senior level adjunct status, will receive the senior adjunct rate. Administrative/support staff employees may only teach at other colleges outside of their normal working hours.

Sussex County Community College
Policy No.: 200.28
Area: Human Resources
Adopted: June 28, 2016
Readopted: February 22, 2022

200.28 Bereavement Leave Policy (for Employees not covered by a Collective Bargaining Agreement)

PURPOSE OF THE POLICY

To provide guidelines to compensate eligible Sussex County Community College (“College”) employees for loss of earnings due to an absence because of the death of a family member.

GENERAL STATEMENT OF BEREAVEMENT LEAVE POLICY

The College will provide full-time employees with up to five working days away from their assigned duties, without loss of pay, due to the death of an immediate family member. For purposes of this policy, immediate family member will be defined as spouse, domestic partner or civil union partner, child, parent, sibling, grandparent, grandchild, mother-in-law, and father-in-law.

The College also has the discretion to provide full-time employees with one day away from their assigned duties, without loss of pay, due to the death of a more distant relative.

Sussex County Community College

Policy No.: 200.29

Area: Human Resources

Adopted: July 26, 2016

Readopted: February 22, 2022

200.29 Family Medical Leave Act (FMLA) and New Jersey Family Leave Act (NJFLA) Policy

PURPOSE OF THE POLICY

To provide eligible Sussex County Community College (“College”) employees with leave in accordance with State and Federal law.

GENERAL STATEMENT OF FAMILY MEDICAL LEAVE ACT (FMLA) AND NEW JERSEY FAMILY LEAVE ACT (NJFLA) POLICY

It is the policy of the College to provide unpaid leave as provided by the Family Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA). The acts are intended to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity.

Sussex County Community College
Policy No.: 200.46
Area: Human Resources
Adopted: February 28, 2017

200.46 Presidential Evaluation Policy

PURPOSE OF THE POLICY

To ensure that the Board of Trustees of Sussex County Community College (“College”) seeks input and provides feedback to the College President regarding his/her performance.

GENERAL STATEMENT OF PRESIDENTIAL EVALUATION POLICY

The Board of Trustees will conduct an annual evaluation of the College President, including a self-evaluation and input from Board members, and will provide feedback to the College President regarding his/her status and compensation for the following year.

200.47 Reimbursement for Expenses Incurred in Performance of Official Responsibilities Policy

PURPOSE OF POLICY

It is the purpose of this policy to outline provisions for approved travel and other business expenses incurred by Sussex County Community College (College") employees while on assignments away from the normal work location.

GENERAL STATEMENT OF REIMBURSEMENT FOR EXPENSES INCURRED IN PERFORMANCE OF OFFICIAL RESPONSIBILITIES POLICY

The College provides employees with an accountable expense reimbursement plan in order to reimburse employees for approved travel and other business expenses incurred in the official conduct of College activities.

Results of review of 3 audit firms that bid for the Sussex County Community College Audit engagement for FY 2025 through FY 2028

An audit search firm committee was formed to review the audit firm bids and interviewed each firm.

The committee was comprised of:

- Lena Frank – SCCC Board Trustee and Chair of the Audit Search Committee
- Dr. Cory Homer – Interim President SCCC
- Herb Yardley – SCCC Board Trustee
- Karen Unrath – Budget Officer
- Theresa Pappan – VP Finance and Administration

The results of the rubric review of each of the 3 firms before the interviews was as follows:

	CLA	Nisivoccia	PKFOD
Total	278	246	324
Average	69.5	61.5	81
Median	68.5	58.5	82

Results of the review of each of the 3 firms after the interviews was as follows:

<u>Firm</u>	<u>Rank</u>	<u>Price</u>	<u>Pros</u>	<u>Cons</u>
Nisivoccia	1	\$48,000	Price Small firm feel Skill level correct Knows Jenzabar SCCC was a previous Client Good answer on reserve requirement	Not many community college clients Was at SCCC years ago & was let go (determined in interview issue resolved)
CLA	2	\$98,000	Highly skilled Knows Jenzabar	Firm too large; overwhelm staff Expensive
PKFOD	3	\$80,500	Familiar with SCCC Several Community College clients	Too familiar with SCCC Presentation lacking Somewhat familiar with Jenzabar



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Cory Homer

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: February 7, 2025

SUBJECT: Engineering, Environmental and Survey Services

Description: Exploration of Health Science Lab Expansion

Vendor Name: Dykstra Walker Design Group

Amount: \$39,700.00

Procurement Method: Bid Exemption – Professional Services

Funding: Chapter 12

Attachments: Dykstra Walker Design Group Quote

Scope of Services Agreement

Revised January 30, 2025

Revised July 15, 2024

August 17, 2022

Mike Salem, Facilities Manager
Sussex County Community College
One College Hill Road
Newton, NJ 07860

Email: msalem@sussex.edu

**RE: SCCC Building A Addition, Life Sciences Lab
 Town of Newton, Sussex County
 DW Project 01130**

Dear Mr. Salem:

Dykstra Walker Design Group will provide engineering, environmental and surveying services as required for this project. You have already engaged HQW Architects for the building design. Our services will relate to the site design around the proposed addition. It is my understanding that the parking area is not being expanded but the two delineated handicap spaces will need to be relocated.

We have already completed environmental research and it is our understanding that Horton's Pond is a regulated water course and has a 300-foot riparian buffer. The building and addition are within the regulated zone, and it is our understanding that vegetation disturbance will be limited to 6000 SF for the building addition. NJDEP will require mitigation for the riparian zone disturbance, and we expect that this could be accomplished by deed restricting an undeveloped portion of the property located in the same riparian zone. We will also confirm the likely absence of wetlands along the edge of Horton's Pond.

Stormwater for the new impervious area will also need to be addressed. We expect that this will could be managed with a drywell or infiltrator system for the new roof area. Soil testing will be needed to confirm subsurface conditions.

The expected process to take this project to construction includes the following steps:

Service	Fee
Environmental Research regarding regulated features and wetlands, site inspections, permitting evaluation	\$2,000
Topographic surveying of site of building expansion and surrounding area	\$4,000
Initial design of site layout, grading, utilities, stormwater and coordination with SCCC and architect	\$2,600
Soils investigation for stormwater infiltration design, Excavating equipment and operator to be provided by SCCC	\$2,700
Prepare site plan drawings for project including title sheet, overall campus plan, topographic survey plan of project area, site layout plan, grading/utility plan, stormwater design, soil erosion control plan, construction notes/details	\$9,500
Coordinated submissions for Newton site plan review and Newton Utility Board approvals, SCCC attorney to prepare applications, Dykstra Walker and HQW to assist with technical data and checklists	\$2,200
Plan revisions to address review comments and have plans converted to construction level plans; preparation of construction specifications for site work	\$4,000
NJDEP Flood Hazard Area Verification and Flood Hazard Area Permitting Process including development of plans, applications, reports and submission/follow-up with DEP during review process, follow-up preparation of mitigation deed restriction area and description	\$6,200
Soil Erosion Control Certification process, complete applications, submission, follow-up, etc.	\$1,500
Site work cost estimate and respond to requests for information during contractor bidding. Bidding process and attendance/review of bids, etc. not included	\$2,000
Printing, shipping, and other reimbursable costs	\$3,000
Total Fee	\$39,700

Terms, Conditions, Understandings:

- Attendance at additional meetings; substantial revisions; environmental impact reporting if required; additional NJDEP Flood Hazard Area or Wetland approvals and/or permitting if needed; and any other supplemental services not part of above scope will be billed as **extra services**. We will notify you regarding items outside the scope so appropriate supplemental purchase orders can be issued.
- Site Lighting and Electrical Designs are not included. It appears that satisfactory site lighting already exists and that any additional lighting needed will be building mounted and noted on the architectural plans by HQW.
- Landscaping designs are not included. The project does not appear to require any new landscaping other than reestablishment of grass areas adjacent the construction.
- Services during construction of the project are not included. We will provide additional services during construction such as responding to questions that arise during construction, performing construction inspections where needed, etc. These services can be provided for an additional fee upon request.
- Application fees, escrow deposits, etc. are not included above and are your direct responsibility. If these fees or charges are paid by Dykstra Walker Design Group at your request, we will bill you for them at cost plus 15%.
- Invoices for completed services or for services in progress will be sent when deemed appropriate by Dykstra Walker Design Group. Payment shall be made upon receipt of invoice, and we reserve the right to withhold product or stop performing services if not paid accordingly. Any monies not paid within 30 days of billing will accrue interest at a rate of up to 1.5% per month until paid in full. Any and all collection costs including collection agency charges, attorney fees, court fees, etc. will also be added to the outstanding balance and will be the client's additional responsibility. Client shall submit any comments, questions, or reservations regarding invoices in writing to Dykstra Walker Design Group within fourteen (14) days of the date of the invoice or account will be considered correct.
- Reimbursable expenses including printing/reproduction, deed search, subconsultant fees, courier service, expedited/bulk/special mailings, specialty equipment, etc. will be added to invoices where required for the project. A markup will be charged for these expenses to cover administrative services.

- Approval of your project by the various governmental bodies having authority is not guaranteed by Dykstra Walker Design Group.
- The fees identified in this proposal are valid for a period of six months. After six months, they are subject to adjustment at the option of Dykstra Walker Design Group. Hourly rates identified in this proposal are valid until the end of this calendar year. They are subject to change after this calendar year at the option of Dykstra Walker Design Group.
- Should any item in this agreement be determined to be non-binding, that item will be disregarded and the remaining items in this agreement shall remain valid.
- Client is responsible for understanding permit and approval conditions and expiration dates, and shall authorize requests for extension, renewal, etc. where necessary well in advance of the expiration date.
- Client will not hold Dykstra Walker Design Group or its individual owners liable for any consequential damages such as project carrying costs, construction cost increases, loss of sales, loss of rent or other costs that could result if the project is delayed for any reason or not approved for any reason.

We appreciate the opportunity to provide services for this project. Please provide a purchase order for the services and we will start the project. Contact our office should you have any comments or questions.

Yours truly,

Dykstra Walker Design Group, PA



Kenneth D. Dykstra, PE, PP, PLS
Principal

HOURLY RATE SCHEDULE

<u>Position</u>	<u>Hourly Rate</u>
Technical Assistant	\$130 - \$140
Technician	\$150 - \$165
Designer	\$170 - \$185
Design Manager	\$195 - \$220
Project Manager	\$230 - \$245
Field Surveying	\$265
Principal	\$245 - \$265



RESOLUTION OF THE BOARD OF TRUSTEES

Board Resolution Number: BFF02252025-2

Date of Resolution: February 25, 2025

Whereas the Board of Trustees of Sussex County Community College has voted at its meeting of February 25, 2025, to take the following action under the powers granted to them by N.J.S.A.18A:64A-12 and by N.J.A.C. 9A-1.

RESOLVED, to take the following action related to business, finance, and facilities functions of the Sussex County Community College:

Approved USDA Rural Business Development Grant Application – Resolution approving and authorizing the college to submit a grant application, which if successful commits the college to undertake and implement a project consisting of upgrades and equipment, and authorizing the financing of all or a portion of the project through the Rural Business Development Grant Program made available by the USDA. Dr. Cory Homer, Interim President of Sussex County Community College, is authorized to sign any grant applications, documents, and agreements. The project paid and/or financed through all sources in an amount not to exceed \$50,000.

I hereby certify that the Board of Trustee of the Sussex County Community College took the above actions at the February 25, 2025 meeting.

DATE: February 25, 2025

Dr. Elizabeth Silverthorne-Vice Chair, Board of Trustees

CODES: GI – General Institutional Functions

P – Personnel

CI – Curriculum and Instruction

AP – Audit and Policy

SS – Student Services

BFF – Business, Finance, Facilities

OBB – Other Board Business

RO – Reorganization Meeting



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Cory Homer

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: February 7, 2025

SUBJECT: RTU Unit

Description: Furnish and Install a New Rooftop Package for RTU-2

Vendor Name: Unitemp/MDI

Amount: \$56,163

Procurement Method: NJ Cooperative Purchasing Alliance #: CK04 NJ, Vendor # 24052

Funding: Chapter 12

Attachments: Unitemp/MDI Quote, SCCC Letter of intent

Unitemp/MDI
26 World's Fair Dr.
Somerset, NJ 8873
Attention: George Eckles
geckles@hvac123.com

January 30, 2025

Dear George,

Thank you for your quote that you have submitted on 1/29/2025. I wanted to let you know that quote will be submitted for board approval in February (2025).

This letter will serve as good intentions to move forward with Unitemp/MDI on the below listed item pending the February 2025 board approval for this item.

- Remove existing RTU, Install a new Trane RTU - \$56,163.00
(As a reminder we are exempt from NJ Sales Tax)

Sincerely,


Matthew Stoppay
Purchasing Manager



HVAC • BUILDING AUTOMATION SYSTEMS
ENGINEERING • INSTALLATION • SERVICE

Sussex County Community College

Furnish and Install a New Rooftop Package for RTU-2

Proposed Project Agreement

Date:

1/29/2025

Proposal Number:

UTP25-151

Prepared for:

Sussex County Community College
One College Hill Road
Newton, New Jersey 07860

Prepared by:

George Eckles
908-753-4800 Ext1844
geckles@hvac123.com



PROJECT PROPOSAL

Company

Unitemp/ MDI
26 World's Fair Dr.
Somerset, NJ 8873
Ph: 908-753-4800 Ext1844

Proposal Date: 1/29/2025

Proposal Number: UTP25-151

We are participating in the following cooperative:
NJ Cooperative Purchasing Alliance #: CK04 NJ
Vendor #: 24052

Bill To Identity

Sussex County Community College
One College Hill Road
Newton, New Jersey 07860
Richard McDermott

Agreement Location

Sussex County Community College
One College Hill Road
Newton, New Jersey 07860
Richard McDermott

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Dear Richard:

Thank you for the opportunity to offer our proposal for this project. We look forward to working with you on the following scope of work:

- Lock out/Tag out electrical.
- Disconnect and remove existing RTU.
- Furnish and install a new Trane RTU (No economizer as per Rick).
- Reconnect the existing electric.
- Reconnect the gas piping.
- Fabricate and install supply and return duct transitions.
- Start up & test for proper operation.

All other line voltage work is excluded.

Permit Filing Fee is included. The permit application costs will be billed separately.

Unit to be equipped with BacNet communications board. Programming is not included.

Our price for this work is \$56,163.00, plus applicable state sales tax.

Material: \$48,353.85

Labor: \$ 5,160.00

Lead time will be provided upon the approval of this proposal.

All work to be performed during normal business hours of 8:00AM to 4:30PM, Monday through Friday. No overtime is included.

This work does not include any other work that is not specifically listed.

There may be additional shipping/freight charges once the parts are ordered/shipped from the vendor.

*****Quotes accepted after 7 days may be subject to price increase depending on vendors current pricing on materials*****

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

TERMS OF PAYMENT: Monthly Progress Billing. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Customer

George Eckles

Signature (Authorized Representative)

George Eckles

Name (Print/ Type)

908-753-4800 Ext1844

Phone

1/29/2025 UTP25-151

Date Proposal #

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date PO#

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

10. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

15. If paying with credit card a 3% surcharge will be added to total project price.



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Cory Homer

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: February 7, 2025

SUBJECT: Faculty Flooring

Description: Abatement and Installation of Building C Faculty Flooring

Vendor Name: Hannon Floors

Amount: \$83,679.88

Procurement Method: State Approved Co-Op Pricing # 34HUNCCP

Funding: Chapter 12

Attachments: Hannon Floors Quote



December 10, 2024

Sussex County Community College
1 College Hill Rd
Newton, NJ 07860
Attention: Rose Figueroa

We are pleased to submit our estimate as follows. Abatement of existing tile non friable and mastic throughout the C Building Suites. All generated waste will be disposed of in regulated EPA landfill. Prepare skim coat floor as needed throughout both specified areas. Furnish and install LVT throughout the suite, including the entrance outside the elevator. Price includes 4-inch base and transitions where needed.

Job Location: Building C Office Suites

State Approved Co-Op Pricing #34HUNCCP

Abatement-

VAT- non-friable- 8.20 x 3,920 square feet \$32,144.00
Mastic removal- 3.35 x 3,920 \$13,132.00

Total abatement- \$51,156.00

Installation-

Skim- 1.76 x 3,920 \$6,899.20
LVT 3.00 x 3,920 \$11,760.00
4" base- 2.70 x 1,156 \$3,121.20

Total Installation- \$21,780.40

Material-

Mannington Spacia wood- 3.76 x 3,920 \$14,739.20
4" base- 1.63 x 1,156 \$1,884.28

Material Cost- \$16,623.48

Project total- \$83,679.88

- Work @ regular hours
• Price does not include any unforeseen issues
• Furniture removed by other.
• Manufactory maintenance and Warranty will be provided for products used.
• Proper furniture and chair protection should be followed.

Should you have any questions please feel free to call.

Thank you,
Kristin Banks
973-784-2941



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Cory Homer

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: February 11, 2025

SUBJECT: MTECH Building B

Description: Architectural Service for Renovations at MTEC Building B

Vendor Name: HQW

Amount: Construction Documents - \$18,900.00
Bidding and Award - \$7,500.00
Construction Admin (Billed Hourly) Estimated - \$20,000.00
Reimbursable Expenses- Estimated \$500.00

Procurement Method: Bid Exemption – Professional Services

Funding: Reserves

Attachments: HQW Proposal



ARCHITECTURAL SERVICES PROPOSAL

February 10, 2025

Sussex County Community College
One College Hill Road
Newton, NJ 07860
Attn: Cory Homer, Interim President
chomer@sussex.edu

Project: MTEC Building B Renovations

Dear Dr. Homer,

HQW Architects (HQW), is pleased to present our proposal for Architectural Service for the Renovations to MTEC Building B in Newton, New Jersey.

We are excited to continue our collaboration with Sussex County Community College. This is an important project that deserves the best effort and attention from a talented architectural design team. The purpose of this proposal is to demonstrate our understanding of the project at this time, outline the scope of services we will provide, and enumerate the fees required to accomplish those services.

I hope this proposal meets your approval.

Project Understanding

Sussex County Community College intends to complete the renovation of the McGuire Technical Education Center (MTEC) Building B, a 7,500-square-foot facility currently divided into several spaces and partially in use by the college. HQW Architects has previously developed two design iterations for the building, with the most recent permit drawings outlining the minimum requirements for occupancy. The college now seeks to fully renovate the space to accommodate a Diesel Shop, HVAC Shop, Compressor Room, Classroom, Bathrooms, Office, and Electric/IT Room.

It is understood that the project will be publicly bid and not self-performed by the college.

Project Phasing

Phase 1 – Construction Documents & Specifications

- a. Based on the above scope of work and 2/4/2025 meeting, the drawings will be updated and work will begin on the Construction Documents
- b. HQW Design Team will complete the final Construction Documents
- c. HQW Design Team will complete the final Book Specifications
- d. Attend (1) meetings to review the progress of the construction documents

Phase 2 – Bidding & Award

- a. Review and Respond to contractor RFIs during the Bid Phase
- b. Attend (1) Pre-Bid Meeting
- c. Attend (1) Bid Opening Meeting
- d. Evaluate the contractor bid packages

Phase 3 – Construction Administration

- a. Attend (1) Pre-Construction Meeting
- b. Attend (8) bi-weekly project meetings
- c. Conduct (4) field reports to evaluate contractors work
- d. Review contractor shop drawings and submittals for conformance with design
- e. Review contractor payment application
- f. Review contractor RFIs during the Construction Phase
- g. Review contractor change orders
- h. Conduct (1) punch list surveys of the installed work and provide written report on the findings
- i. Review Close-out Documentation

Schedule

The preliminary schedule to complete this scope of work would generally be as follows:

Construction Documents	3-4 weeks
Bidding & Award	4-6 weeks
Construction Administration	3-4 months

Deliverables

HQW Architects will deliver all documents electronically in PDF format.

Owner Furnished Items

The following are to be provided by the owner for the completion of the project:

- a. Equipment Specifications

Excluded Items

The following services are not included as part of this proposal but can be provided as an additional service:

- Any scope not outlined in this document
- Construction Cost Estimates
- Geotechnical Report
- Environmental Analysis/Studies/Engineering
- Site/Civil Engineering
- Structural Engineering
- REScheck / COMcheck
- Acoustical Engineering Consultants
- Signage / Branding Consultants
- Furniture Selections
- Presentation Materials
- Planning Board Presentations
- Fees for permitting review and construction permits
- As-built Drawings

Basic Architectural Services Fees

Construction Documents	Lump Sum Fee of	\$18,900.00
Bidding & Award	Lump Sum Fee of	\$7,500.00
Construction Administration	Billed Hourly, Estimated Fee of	\$20,000.00
Reimbursable Expenses	Estimated	\$500.00

In conclusion

We are prepared to begin work immediately, thank you for the opportunity to present our proposal for this project. If you have any questions, please feel free to contact us at your earliest convenience.

We look forward to working with you on this project and should you find our proposal acceptable please sign this proposal and return it to our office.

Sincerely,



Christopher M. Wolverton AIA, LEED AP
Principal
HQW Architects LLC
14 North Village Boulevard, Suite C
Sparta, NJ 07871
P: 973.383.5550
chrisw@hqwllc.com

I have reviewed the above proposal and hereby authorize HQW Architects, LLC to proceed with the outlined services.

Signature Title Date

Billing Schedule

Billing will occur at the end of each month based on the percentage completion of each project phase. We will advise of the phase of work we are performing; when the work of that phase is completed, we will request your approval before proceeding to the next phase. Terms are net 30 days and 1.50% interest per month on 30-day overdue accounts. Plus, the cost of collection.

A Change in Services can be provided at the Client's request. Please contact HQW Architects should you require anything outside the scope of this contract and we will gladly provide a proposal for those services. Any Change in Services must be authorized in writing before any billable services can take place.

Hourly Rates and Reimbursables (updated January 1, 2025)

Billing rates are subject to review and adjustment every 12 months on January 1 of each year

Hourly Rates:

Administrative	\$65 per hour
Architectural Associate	\$90 per hour
Design Professional	\$125 per hour
Project Manager	\$150 per hour
Project Architect.....	\$175 per hour
Principal Architect	\$250 per hour

Reimbursable Expenses:

Signed/Sealed Plans.....	\$50 per set plus printing
24" x 36" Plotting/Scanning Cost	\$6 per sheet
30" x 42" Plotting/Scanning Cost	\$9 per sheet
Glossy Plot.....	\$15 per sheet
Foam Core Mounting.....	\$65 per sheet
8.5" X 11" Color Printing Cost	\$.10 per sheet
8.5" X 11" B/W Printing Cost	\$.05 per sheet
Other Reimbursable Costs.....	Cost plus 30% for Administrative Expense

Basic Architectural Fees includes all printing, plotting, or copying of drawings and details prepared by this office for in-house coordination, but do not include printing for issuance to bidders, estimators, building departments, etc.

Provisions

1. All work to be performed in conformance with AIA Document B-101, "Standard Form of Agreement Between Owner and Architect with standard form of Architects Services"
2. Fees indicated as 'Estimated' shall be invoiced on an hourly basis up to the contract fee. In the event that we exceed the estimated fee by 10%, we will contact you for authorization to proceed. If you elect not to proceed, we will invoice you for services completed to date.

3. Changes to the documents or additional work requested by the Client after preliminary construction document approval will be provided at our hourly rates, (see Fee Schedule attached). Additional services of the Architect's consultants shall be the amount invoiced to the Architect plus 1.3 times.
4. Bidding/Award Services will be limited in duration, not to exceed 6 weeks from advertisement of bids, extension of the Architect's services beyond that time will be provided at our hourly rates, (see Fee Schedule attached).
5. Re-bidding of the project will be provided at our hourly rates, (see Fee Schedule attached).
6. Construction Administration Services do not include services required or requested due to lack of performance of the contractor(s), unforeseen field issues that arise, additional inspections or job meetings. If our involvement is increasing beyond our agreed scope of work we will notify you in writing requesting approval for additional services. If our involvement is needed for additional meetings at the site or other issues, our fee can be adjusted accordingly, or will be provided on an hourly basis (see Fee Schedule attached).
7. If the Scope of Work for this project changes to the point that our fee structure cannot cover the additional work, we will provide written notice and request that our fee be re-negotiated.
8. Should the project fail to continue, or should the project be canceled at any time or reason through no fault of HQW, costs for services rendered to date will be due.
9. If the project does not proceed within 6 months of the date of this proposal, we reserve the right to re-evaluate our fee and adjust on current costs. If this project proceeds but is then placed on hold for more than 3 months, we reserve the right to apply a re-activation fee.



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Cory Homer

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: February 13, 2025

SUBJECT: PSTA Furniture

Description: Training Tables, Chairs

Vendor Name: KI

Amount: \$89,278.50

Procurement Method: Contract OT0012842B ESCNJ 22/23-08 \$10k-\$499999

Funding: Chapter 12

Attachments: KI Quote



QUOTATION: 25IJH-729889/C

Sussex County Community College: Tables and Chairs

Created: 2/11/2025 | Revised: 2/13/2025 | Valid Through: 4/12/2025





Sussex County Community College: Tables and Chairs

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: 25IJH-729889/C

CREATED 2/11/2025 | REVISED 2/13/2025 | Valid Through 4/12/2025

PRODUCT TOTALS	\$89,278.50
See Quote Detail Summary	\$0.00
GRAND TOTAL	\$89,278.50

Contract Information:

OT0012842C ESCNJ 22/23-08 \$50k-\$199999.

Requested Delivery Date: To be Determined

Sold To
To be Determined

End User
Sussex County Community College
1 COLLEGE HILL RD
Newton, NJ 7860
P. (973) 300-2100

Ship To
To be Determined

Installation
To be Determined

Client Notes:

Sales Team:

Bryan Effron
Sales Specialist
bryan.effron@ki.com
201-320-1137



QUOTATION

CREATED 2/11/2025
VALID THROUGH 4/12/2025
Prepared By Isaac Higgins
Quote Filename Sussex County Community College: Tables and Chairs - 25IJH-729889/C

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
1.1	PINR2460T-74P	Pirouette,Nesting Training,Rectangular,24x60",74P Edge	50	\$1,433.00	\$71,650.00	47.000	\$759.49	\$37,974.50	
		Edge Color		Black edge		/EBL			
		Grommet/Power Option		No grommets, power, wire management/No cutouts		/NNN			
		Leg Finish		Black		/BL			
		Casters/Glides		4 black casters w/silver hub (2 locking)		/4EC			
		Modesty Panel		No modesty panel		/NMP			
		Laminate		Laminate Grade 1		LAMG1			
		Laminate Finish		Grade 1 KI standard laminates		LAMGRD1STD			
		Grade 1 KI standard laminates		CLOUD ZEPHYR 4856-60		/LCL			
		Price Description: Delivered/Open Market							
		Lead Time: 3 - 5 Weeks; Ships from BONDUEL, WI							
		Please Note: Leadtime calculated on 2/13/2025 and is subject to change.							
1.2	TANNA	Torsion Air Nesting Armless Chair,Uph Seat/Mesh Back	100	\$968.00	\$96,800.00	47.000	\$513.04	\$51,304.00	
		Frame Color		Black		/BL			
		Base Option		Carpet casters (black only)		/C			
		Upholstery Grade/Color		Compliance to TB 117-2013		/NFR			
		Torsion Upholstery		Pallas Fabric Group P0		GRPP0			
		P0 Fabric		DEFLECTION		DEFLECTION			
		DEFLECTION		SLATE		/29.101.052.P			
		Torsion Back Mesh		Black		/BLMH			
		Price Description: Delivered/Open Market							
		Lead Time: 4 - 6 Weeks; Ships from GREEN BAY, WI							
		Please Note: Leadtime calculated on 2/13/2025 and is subject to change.							
WorkGroup Product Subtotal								\$89,278.50	

Quote Summary

Product SubTotal: \$89,278.50
This project is exempt from surcharges because of one or more applied contracts. \$0.00
Estimated Sales Tax: See Notes
Quote Total: \$89,278.50

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

PROJECT LEAD TIME SUMMARY:

- Manufacturing lead time begins once the order is complete and acknowledged. Delivery dates are determined per order based on the longest lead time per shipping location and are confirmed on the order acknowledgement.

Shipping Location	MFG Lead Time Range
BONDUEL, WI	3 - 5 Weeks
GREEN BAY, WI	4 - 6 Weeks
- Lead times are subject to change based on quantities, manufacturing capacity and surface material selections. Laminate and/or fabrics outside the standard KI ingrade program may have extended lead time.
- For more information or questions regarding delivery consolidation, contact KI Customer Service.



Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Isaac Higgins
Market Code: 1=1=Higher Education

Opportunity #: 729889

Quote Filename: Sussex County Community College:
Tables and Chairs - 251JH-729889

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
KI
1330 Bellevue Street
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.



QUOTATION: 25IJH-729889/C

Sussex County Community College: Tables and Chairs

Created: 2/11/2025 | Revised: 2/13/2025 | Valid Through: 4/12/2025





Sussex County Community College: Tables and Chairs

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- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: 25IJH-729889/C

CREATED 2/11/2025 / REVISED 2/13/2025 | **Valid Through 4/12/2025**

PRODUCT TOTALS	\$89,278.50
See Quote Detail Summary	\$0.00
GRAND TOTAL	\$89,278.50

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Requested Delivery Date: To be Determined

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Installation
To be Determined

Client Notes:

Sales Team:

Bryan Effron
Sales Specialist
bryan.effron@ki.com
201-320-1137



QUOTATION

CREATED 2/11/2025
VALID THROUGH 4/12/2025
Prepared By Isaac Higgins
Quote Filename Sussex County Community College: Tables and Chairs - 25IJH-729889/C

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		Grommet/Power Option		No grommets, power, wire management/No cutouts		/NNN			
		Leg Finish		Black		/BL			
		Casters/Glides		4 black casters w/silver hub (2 locking)		/4EC			
		Modesty Panel		No modesty panel		/NMP			
		Laminate		Laminate Grade 1		LAMG1			
		Laminate Finish		Grade 1 KI standard laminates		LAMGRD1STD			
		Grade 1 KI standard laminates		CLOUD ZEPHYR 4856-60		/LCL			
		Price Description: Delivered/Open Market							
		Lead Time: 3 - 5 Weeks; Ships from BONDUEL, WI							
		Please Note: Leadtime calculated on 2/13/2025 and is subject to change.							
1.2	TANNA	Torsion Air Nesting Armless Chair,Uph Seat/Mesh Back	100	\$968.00	\$96,800.00	47.000	\$513.04	\$51,304.00	
		Frame Color		Black		/BL			
		Base Option		Carpet casters (black only)		/C			
		Upholstery Grade/Color		Compliance to TB 117-2013		/NFR			
		Torsion Upholstery		Pallas Fabric Group P0		GRPP0			
		P0 Fabric		DEFLECTION		DEFLECTION			
		DEFLECTION		SLATE		/29.101.052.P			
		Torsion Back Mesh		Black		/BLMH			
		Price Description: Delivered/Open Market							
		Lead Time: 4 - 6 Weeks; Ships from GREEN BAY, WI							
		Please Note: Leadtime calculated on 2/13/2025 and is subject to change.							
WorkGroup Product Subtotal								\$89,278.50	

Quote Summary

Product SubTotal: \$89,278.50
This project is exempt from surcharges because of one or more applied contracts. \$0.00
Estimated Sales Tax: See Notes
Quote Total: \$89,278.50

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

PROJECT LEAD TIME SUMMARY:

- Manufacturing lead time begins once the order is complete and acknowledged. Delivery dates are determined per order based on the longest lead time per shipping location and are confirmed on the order acknowledgement.

Shipping Location	MFG Lead Time Range
BONDUEL, WI	3 - 5 Weeks
GREEN BAY, WI	4 - 6 Weeks
- Lead times are subject to change based on quantities, manufacturing capacity and surface material selections. Laminate and/or fabrics outside the standard KI ingrade program may have extended lead time.
- For more information or questions regarding delivery consolidation, contact KI Customer Service.



Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Isaac Higgins
Market Code: 1=1=Higher Education

Opportunity #: 729889

Quote Filename: Sussex County Community College:
Tables and Chairs - 251JH-729889

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
KI
1330 Bellevue Street
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Cory Homer

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: February 11, 2025

SUBJECT: PSTA Fiber Connection to College Main Campus

Description: PenTelData (supplied through Optimun) is due to expire. Present cable service is slow and has a history of outages and is inadequate support of classroom situation and interfaces for remote lecture attendance

Vendor Name: Planet Networks

Amount: \$1,199.95/ Month, 5 Year Agreement \$71,997.00

Procurement Method: Multiple Quotes

Funding: PSTA County Funded

Attachments: Planet Networks Quote, NJ Edge Quote and Correspondence



Sussex County Community College Public Safety Training Academy - ELAN Interconnect

Sussex County Community College

Newton, NJ 07860

United States

Judy Lovas

jlovas@sussex.edu

(973) 600-0040

Reference: 20240223-130000458

Quote created: February 23, 2024

Quote expires: April 30, 2025

Quote created by: Avelino Jacinto

"Sales Engineer"

avelino@planet.net

Comments from Avelino Jacinto

Products & Services

Item & Description	Quantity	Unit Price	Total
ELAN Interconnect 1 Gbps managed circuit from 114 Morris Turnpike, Newton, NJ to 1 College Hill Rd, Newton, NJ 07860	1	\$1,199.95 / month	\$1,199.95 / month for 5 years
Monthly subtotal			\$1,199.95
		Total	\$1,199.95

Fri 2/7/2025 2:39 PM

JL Judy Lovas

RE: PSTA fiber connection to College Main Campus

To: Matthew Stoppay

You replied to this message on 2/7/2025 3:37 PM.

Unfortunately NJEdge conversation with Bruce Tyrrell was mostly phone calls.

Bruce did send quote for projected Quarterly billing where he added PSTA connection to our existing 5 year contract with NJEdge for Main Campus and McGuire... So for PSTA \$3068 a month for \$9204 a quarter additional... We did not accept quote.



Quote To:

Sussex County Community College
One College Hill Road Newton, NJ 07860

Judy Lovas, IT Director: jlovas@sussex.edu

625 Broad Street, Suite 280
Newark, NJ 07102-4418
Phone: 856 832-EDGE (3343)

Service Quote Option 2	Circuit ID	Description	Monthly Rate	Quarterly Amount
60-Month Commitment	16NJE0101	NJEdge Zen-Fi 10Gb Ckt to Halsey Street	\$ 1,150	\$ 3,450
Term:	7/1/21 - 6/30/26	Internet Access 1000 Mb	\$ 2,400	\$ 7,200
		Backbone	\$ 241	\$ 723
		Services	\$ 113	\$ 339
		Port	\$ 200	\$ 600
		DDoS Support	\$ 120	\$ 360

60-Month Commitment	21NJE001	NJEdge Zen-Fi 1Gb Ethernet Private Line Included	Included	Included
Term:	7/1/21 - 6/30/26	One College Hill to 47 Main Street		

New 36 Month commitment TBD NJEdge Brightspeed 1Gb EPL to \$ 3,068 \$ 9,204
One College Hill to 114 Moms Turnpike

EdgeNet solutions encompass the following:

- Internet Network Connectivity Subtotal \$ 7,292 \$ 21,876
- Internet2
- Peering Quarterly Total \$ 21,876
- Transport
- Load Balancing
- WAN
- DDoS Mitigation Support Service
- DNS



Vendor Change Notification

TO: Sussex County Community College Board of Trustees,
Dr. Cory Homer

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: February 7, 2025

SUBJECT: Snow Services

Description: Due to poor performance we have removed Garne Energy Solutions as our vendor for Snow Services. We have reached out to the next lowest bidder who was J Kramer landscaping & Snowing plowing.

Vendor Name: J Kramer landscaping & Snow Plowing

Amount: Original blanket purchase order under Garne(PB 101716) was \$200,000.00, balance carried over from Garne blanket purchase order in the amount of \$115,000.00.

Procurement Method: Snow Services Bid # 23-08-0003

Funding: Operating

Attachments: J Kramer Landscaping & Snowing Plowing bid package

Sussex County COMMUNITY COLLEGE

One College Hill Road, Newton, New Jersey 07860

BID SPECIFICATIONS AND PROPOSAL FORMS

SNOW REMOVAL SERVICES

BID # 23-08-0003

Documents included herein:

Notice to Bidders
Instructions to Bidders
Specification
Bid Form
Ownership Disclosure Certification
Equal Employment Opportunity Statement
Corporate Resolution
Non-Collusion Affidavit
NJ Business Registration Certificate – Sample
Disclosure of Investment Activities in Iran
Certification of Non-Involvement in Prohibited Activities In Russia or Belarus
Affirmative Action Compliance – Sample
Certificate of Insurance - Sample Company Information Questionnaire List
of Available Personnel
W-9 Form

SUSSEX COUNTY COMMUNITY COLLEGE
INSTRUCTIONS TO BIDDERS

These Instructions to Bidders are in addition to any other specifications included in this bid packet and should be read in conjunction with the same. Unless specifically instructed otherwise in the General Terms and Conditions, General Specifications, Scope of Work, Technical Specifications, or Bid Proposal Form, the following terms and conditions will apply to all contracts or purchases made with the College.

SITE INSPECTION

Bidders should familiarize themselves with the job site before submitting their bid proposal. Bidders shall conduct their evaluation in a manner that is not disruptive to the function of the College. Bidders may schedule a site visit by contacting the Chief Operating Officer.

INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS-ADDENDA

Questions regarding interpretation, clarification, or changes in the bid specifications must be directed in writing to:

Purchasing
Sussex County Community College
One College Hill Road
Newton, New Jersey 07860
Fax: 973-300-2189
Email

Corrections to bid documents will be issued in the form of a written Addenda to the specifications as specified below.

Addenda are written or graphic instruments issued by the College before the bid opening which modify the bid with additions, deletions, or corrections. Notice of an addendum will be published in the New Jersey Herald, and addenda information will be provided to all bid package holders electronically. All addenda, so issued, shall become part of the contract documents.

Failure of any Bidder to receive an addendum because of not having provided the proper email address and the responsible person to whom the addendum should be transmitted shall not relieve the Bidder from any obligation required by the addendum.

BID FORM

All bids must be made on the Bid Proposal Form attached hereto and shall be properly filled out and duly executed. All bids must be submitted in an opaque sealed envelope bearing the name and address of the bidder, addressed to the Purchasing Department, Sussex County Community College, One College Hill, Newton, New Jersey 07860, and clearly marked with the caption "Sealed Bid" and the bid title and number. Number of copies of the bid: **One original, one copy, and one electronic copy (submitted on a disk or flash drive/jump drive) of the bid must be submitted in the sealed envelope.**

If the bid is to be hand-delivered on the day of the bid opening, the bid must be in the designated bid opening location by the designated time and date. The College will not assume responsibility for bids forwarded by mail or delivery service, and no bid will be accepted after the time specified.

Bids may be withdrawn by the bidder before but not after the time fixed for the bid opening.

SUSSEX COUNTY COMMUNITY COLLEGE
INSTRUCTIONS TO BIDDERS

SIGNATURE ON BID

To be considered, a bid must be signed in ink by the bidder. In the submission of a proposal by a corporation, the proposal must be made in the name of the corporation and signed by an executive officer and attested by a secretary of the corporation. If the corporation is the successful bidder, the contract involved must be signed in the name of the corporation, signed by an executive officer, and attested by a secretary of the corporation with the seal of the corporation affixed thereto.

BIDDER'S REPRESENTATIONS

By submitting a bid at the specified bid opening date and time, each bidder represents that the bidder has become familiar with the site and the conditions relating to the project and has prepared the bid based on the materials, equipment, and systems specified herein.

The failure or neglect of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation with respect to the submitted bid. The bidder shall examine the contents of the specifications and any drawings to be assured that all pages of the specifications, drawings, and other contract documents are included in the documents obtained for bidding purposes.

BID PRICES

All prices quoted shall remain firm and not subject to increases during the contract period. In case of an error in extension, the unit price will prevail.

The bidder shall determine that they can secure the necessary labor and equipment and that the materials they propose will comply with the requirements contained in the specifications and can be obtained by him in the quantities and at the time requested.

CONTRACT AMOUNT

Any estimated amount of contracted materials or services shall not be construed as either the maximum or minimum amount which the College shall be obliged to order as the result of this bid or any contract entered into as a result of this bid.

TRANSPORTATION

Prices bid shall include all transportation charges, fully prepaid and insured by the contractor F.O.B. Sussex County Community College, One College Hill, Newton, New Jersey 07860, inside delivery to the location on campus specified by the college unless otherwise noted within the bid specifications. C.O.D. terms are not acceptable as part of this bid proposal and will be cause for rejection of a bid.

The contractor shall assume all responsibility for delivering merchandise in good condition to the College's facility. Delivered equipment/products must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/ products shall be returned at no cost to the College. The College reserves the right to

SUSSEX COUNTY COMMUNITY COLLEGE
INSTRUCTIONS TO BIDDERS

inspect equipment/products at a reasonable time subsequent to the delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

Under normal conditions, the college accepts deliveries on normal business days, Monday through Friday, 8:00 am to 4:00 pm. During summer months and holiday periods, hours may vary. If deliveries are agreed to be made outside the above-noted times or days, the college requires advance notice of three business days so that appropriate arrangements can be made.

Vendors are authorized to ship only those items and quantities indicated by the College. Payment will not be issued for any items not ordered by the College.

TAXES

The College is established under the authority of the State of New Jersey and is entitled to exemption from State, Federal, and local taxes, including New Jersey Sales Tax.

PAYMENT

Invoices for goods and services purchased by the College will only be made upon satisfactory receipt of said goods or services. All invoices must be itemized and include an invoice number and a College purchase order number.

Invoices for snowplowing shall contain time sheet for equipment, trucks labor at an hourly rate and bagged material expenses per bag used. Invoices shall be submitted upon completion of each project to Accounts Payable. Payment will not be issued until the completion of each project. The College will issue payment within thirty (30) days of receipt of the invoice. No payments will be made for unauthorized services.

Bidders are encouraged to offer cash discounts based on expedited payment by the College. The College will try to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

BRAND NAMES

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

Any item may be quoted based on manufacturers specified or by other manufacturers where items are of equivalent or greater quality. Sussex County Community College will determine equivalent or greater quality. The decision of the College as to whether an alternate or substitute is, in fact, "equal" shall be final.

DOMESTIC PRODUCTS

American goods and products shall be used wherever available for the services or products required in this specification. However, the decision of the College, after consultation with the Vice President of Administration & Finance, shall be final where the price discrepancy favors foreign goods or products and said the decision does not conflict with the law.

SUSSEX COUNTY COMMUNITY COLLEGE
INSTRUCTIONS TO BIDDERS

RIGHT TO KNOW

All containers shipped or delivered to the College in connection with this bid shall bear a label indicating the chemical name(s) and chemical abstract service number(s) (CAS number(s)) of all hazardous substances in the container and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s), pursuant to N.J.A.C. 8:59-5.

“Container” means a receptacle to hold a liquid, solid, or gaseous substance such as bottles, bags, barrels, boxes, cans, cylinders, drums, and shipping cartons. (N.J.A.C. 8:59-1.3)

ASSIGNMENTS

The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their rights, title, or interest in, or to the same or any part thereof without consent in writing by the College. If the bidder, without previous written consent, assigns, transfers, conveys, sublets, or otherwise disposes of the contract, in whole or in part, or of title or interest therein, the contract may, at the option of the College, be canceled or terminated.

COMPLIANCE WITH LAWS

The successful bidder shall keep informed of and shall comply with all Federal, State, and local laws as may be applicable. Bidder acknowledges that this bid and the contract award are governed by the County College Contracts Law, N.J.S.A. 18A:64A-25 et seq.

ACCIDENTS, INJURIES, DAMAGES

If it becomes necessary for the vendor, either as principal or by agent or employee, to enter upon the premise or property of the College to construct, erect, inspect, make delivery, or remove property hereunder, the vendor hereby covenants and agrees to take use, provide and make all proper necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and hold harmless the College from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties, and loss incurred for or by reason of the violation of any City or Borough ordinance regulation, or the laws of the State or the United States, while the said work is in progress.

PROTECTION OF WORK AND PROPERTY

The successful bidder shall continuously maintain insurance or other security for adequate protection for all their work from damage and shall protect the owner's property from damage, injury, or loss arising in connection with the contract. They shall make good any such damage, injury, or loss. The successful bidder shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. They shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards and protection of the workers and the public. The contractor agrees to provide personnel that have training requirements as required by the state of New Jersey, OSHA, and other applicable laws and regulations.

SUSSEX COUNTY COMMUNITY COLLEGE
INSTRUCTIONS TO BIDDERS

WORK RESTRICTIONS

The contractor will limit the use of premises to work in areas indicated and will not disturb portions of the site beyond the areas in which the work is indicated. Contractor shall:

1. Allow for owner occupancy of the site.
2. Perform work so as not to interfere with College operations. The schedule for coordination shall be agreeable to the owner.
3. Maintain existing buildings and grounds in a safe and useable condition throughout the contract period, repair damage caused by contracted operations, and protect the building and its occupants during the contract period, including maintaining exits.
4. Keep driveways and entrances serving premises clear and available to College, College's employees, and emergency vehicles at all times, and will not use these areas for parking or storing materials.
5. Schedule deliveries to minimize the use of driveways and entrances.

INSURANCE

The Contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the College with current certificates of insurance for all coverages and renewals thereof, naming the College as an Additional Insured 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 Sussex County Community College, Purchasing Department, with the Bid reference number.

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

- a. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000.00 per occurrence as a combined single limit for bodily injury and property damage. The above-required Comprehensive General Liability Insurance policy or its equivalent shall name the College, its officers, and its employees as Additional Insureds. 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 \$1,000,000.00 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: \$1,000,000.00 bodily injury each occurrence, \$1,000,000.00 disease each employee, \$1,000,000.00 disease aggregate limit.

EQUAL EMPLOYMENT OPPORTUNITY AND LAW AGAINST DISCRIMINATION

Bidders must comply with the requirements of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discriminations, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. (equal employment opportunity) and shall provide the required documentation. (Mandatory Equal Employment Opportunity Language and Affirmative Action Statement is provided in the specification set.)

BUSINESS REGISTRATION CERTIFICATE

Bidder must submit, before the award, a valid copy of its New Jersey Business Registration Certificate.

SUSSEX COUNTY COMMUNITY COLLEGE
INSTRUCTIONS TO BIDDERS

“New Jersey Business Registration Requirements”

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

PUBLIC WORKS CERTIFICATE

Bidder shall submit with the bid a copy of the current public works certificate in bid package.

NEW JERSEY HOME IMPROVEMENT CONTRACTOR LICENCE

Bidder shall submit with the bid a copy of the current new jersey home improvement contractor license certificate in bid package.

NON-COLLUSION AFFIDAVIT

Bidder shall submit with the bid a properly executed non-collusion affidavit, notarized by a Notary Public. (Form is provided in the specification set.)

OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation, partnership, or limited liability company shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation, partnership, or limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein, or of all members in the limited liability company who own a ten percent or greater interest therein. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the ten percent ownership criteria established in said act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a ten percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchanges Commission or the foreign equivalent, and, if there is any person that holds a ten percent or greater beneficial interest, also shall submit links to the

SUSSEX COUNTY COMMUNITY COLLEGE
INSTRUCTIONS TO BIDDERS

foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a ten percent or greater beneficial interest. (Form is provided in the specification set.)

PROHIBITED INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-55 et seq., a person or entity listed on the Department of the Treasury's List

SUSSEX COUNTY COMMUNITY COLLEGE
INSTRUCTIONS TO BIDDERS

of Persons or Entities Engaging in Prohibited Investment Activities in Iran shall be ineligible to bid on, submit a proposal for, enter into or renew a contract with a State agency for goods or services.

Additionally, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract shall certify at the time the bid is submitted that the person or entity is not identified on the above-mentioned list as person or entity engaging in investment activities in Iran. (Disclosure of Investment in Iran form is included in the specification set.)

PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS In accordance with New Jersey P.L. 2022, c.3, persons or businesses that are engaged in prohibited activities in Russia or Belarus shall be ineligible enter into or renew a contract with a State agency “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. (Certification of Non-Involvement in Prohibited Activities in Russia or Belarus provided in this bid specification package).

CORPORATE RESOLUTION

In the submission of a proposal by a corporation, the proposal must be made in the name of the corporation and signed by an executive officer and attested by a secretary of the corporation, with the seal of the corporation affixed thereto, in which the secretary certified to the office held by the officer, signing the same, and that the seal was placed by such executive officer pursuant to the direction of the Board of Directors. (Form is provided in the specification set.)

W-9 FORM

Bidder must submit before award a copy of the Company’s current completed and signed W-9 form consistent with IRS standards.

REFERENCES/QUALIFICATIONS

Bidder shall submit with the bid at least three businesses and all applicable information as requested on the Contractor Qualifications Questionnaire when provided in the specification set. Business references provided must be current and active. Bidder’s references shall reflect similar services related to the Bid or similar services for an organization comparable to the College. (Form provided in the specification set.)

TRUCKS & EQUIPMENT LIST

The bidder must submit a list of equipment they will be supplying to site. 50% of equipment must be owned by the company and the rest may be rented at contractors expense if needed.

The contractor shall furnish vehicles and equipment in good working order with operators. All vehicles and equipment furnished and used by the contractor shall be subject to the inspection by Sussex County Community College.

The contractor shall furnish trucks and loaders capable of plowing snow, salting and equipped with the following minimum features

1. Snowplow trucks
 A power angle plow

SUSSEX COUNTY COMMUNITY COLLEGE
INSTRUCTIONS TO BIDDERS

- B. Minimum 8'6" plow width
- C. Truck to be F350, 3500, F450, 4500 or F550, 5500 or larger with dual rear wheels.
- 2. Wheel loaders
 - A. Snowplow
 - B. pusher box
 - C. Snow bucket
- 3. Parking lot & Roadway salt spreaders
 - A. V-box minimum 1.5 yard
 - B. Central hydraulic salter

ADDITIONAL INFORMATION

The College reserves the right to request all information which may assist in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the College reserves the right to request a bidder to explain, in detail, how the bid price was determined.

CONSIDERATION OF BIDS

At the bid opening date and time specified herein, all bids received will be publicly opened and read aloud.

SUSSEX COUNTY COMMUNITY COLLEGE
INSTRUCTIONS TO BIDDERS

The contract will be awarded to the responsive and responsible bidder whose bid shall comply with all material conditions, who can furnish the goods and services required herein. Determination of the apparent low bidder will be based on the base bid amount and the additions or deletions for those alternates, if any, selected by the College.

RIGHT TO REJECT

Sussex County Community College reserves the right to reject any or all bids, or to waive any minor irregularities or informalities in the bids if the best interest of the College will be served by such action. The College also reserves the right to reject the proposal of any bidder who fails to:

1. Return all pages of the specifications and proposal form on or before the time and location specified
2. Sign the proposal sheet
3. Complete all the enclosed forms as required in accordance with these instructions

TIME FOR CONTRACT AWARD

A decision on whether the contract will be awarded and to whom it will be awarded shall be made within sixty (30) days from the date the bids are opened. The contract, if awarded, shall be awarded to the lowest responsible bidder. Whenever two or more bids are equal, the Board has the absolute discretion to award the contract to the bidder whose bid is most advantageous to the College.

AVAILABILITY OF FUNDS

This contract is subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation. Therefore, this contract may be canceled at the end of the fiscal year if sufficient funds are not appropriated or available.

TERMINATION OF CONTRACT

Notwithstanding any provision or language in this contract to the contrary, the College may terminate at any time, in whole or in part, any contract entered into as a result of this bid for the convenience of the College upon no less than 30 days' written notice to the contractor.

DAMAGES FOR BREACH

In case of default in the performance of the Contract by the successful bidder, the College may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby. The College shall notify the contractor, in writing, of its breach before securing the substituted performance necessary to complete the same.

INDEMNIFICATION

The contract shall provide that the successful bidders shall indemnify and hold the College harmless from any and all claims against the College of whatsoever nature arising from the successful bidder's performance or failure to perform the contract awarded pursuant to these bids and shall further indemnify and hold the College harmless from any and all loss, damage, and expense which the College might incur as a result of said performance or failure to perform including but not limited to attorney's fees and associated costs. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

SNOW REMOVAL SERVICES SPECIFICATION
BID # 23-08-0003

Sussex County Community College hereby requests bids for snow removal contracting on a time and material basis non prevailing wage at the following campuses:

- Main Campus - One College Hill, Newton, New Jersey
- McGuire Campus – 41-47 Main Street, Newton, New Jersey

The awarded Contractor will provide snow removal services for Sussex County Community College. Contractors submitting a bid on this work are expected to have qualified personnel and suitable tools, equipment, and materials to perform the above work. All materials and equipment provided, and labor performed shall comply with all local, county, state, and federal codes having jurisdiction.

All Bidders must familiarize themselves with the campus and all grounds to be included in this contract. Any bidder unfamiliar with the campus may schedule a site visit with the Chief Operating Officer.

This bid will be an open-ended contract. There is no minimum expenditure guaranteed expressed or implied.

SCOPE OF WORK:

1. The Contractor shall be responsible to be on 24-hour call to remove snow and ice, and to plow, and salt at the prices stated in the submitted bid, and to be on-site within **one (1) hour** after Sussex County Department of Public Works announces a snow removal event, or being called by the College (whoever makes the announcement first), to commence snow removal operations.
2. The Contractor shall be responsible for snow and ice removal on all campus roadways, parking lots, steps, sidewalks, and crosswalks.
3. The Contractor shall clean all snow and ice from catch basins.
4. The Contractor shall clear snow from all safety devices, including fire hydrants and emergency communication phones.
5. The Contractor has the right to perform snowplowing or salting if the contractor feels the site is unsafe at any time. The Contractor shall maintain a force of qualified workers sufficient to perform the work specified herein.
6. The Contractor will have a detailed invoice emailed after every storm unless storms are back-to-back then at contractors' earliest convenience.
7. The Contractor can store any equipment or supplies on campus to properly handle the site. The College shall not be responsible for damage to Contractor's equipment and materials.
8. Damage from snow clearing operations shall be the Contractor's responsibility to repair.
9. The Contractor will be notified to commence snow and ice removal before roads and parking lots become unsafe due to inclement weather.
10. Sussex County Community College does not have the right to perform snowplowing activities in house and must call snow contractors for any snow or ice related issues.

SNOW REMOVAL SERVICES SPECIFICATION
BID # 23-08-0003

11. The Contractor will use Sussex County Road departments bulk materials in conjunction with this contract.
 - a. Salt purchased by the College, is to be picked up by the Contractor at an off-site Sussex County Roads and Bridges Department location and placed by the Contractor using Contractor's vehicles at the hourly rate stated in the awarded contract.
12. Bagged ice melter for walkways must include CMA or equivalent. Magnesium, calcium, or a blended ice melter with CMA is to be used on all walkways and bridges.
13. End-of-Season Clean-Up: Contractor is to make any repairs that may have happened during the winter including turf damage, removal of snow stakes and properly tarp all bagged salt stored on site for the following year.
14. Sussex County Community College supplies 8-10 proper outlets to plug machines and trucks into so the contractor can ensure the equipment will start during extremely cold weather. The college will have a designated area for contractors to stage all equipment and bagged materials.

CONTRACT TERM

Sussex County Community College, upon approval by the Board of Trustees, intends to award the contract for (1) year commencing from the date of award, renewable at the option of the College for two (2) additional one-year terms.

CONDITIONS

1. If any person employed on a project by the Contractor shall appear to the College to be incompetent or act in a disorderly manner, such person shall be removed immediately on the request of the College and shall not be re-employed on the College's premises except on written consent by the College.
2. Materials and equipment shall be ordered and received by the contractor unless otherwise directed by the College. The College assumes no responsibility for the purchase and receipt of materials the Contractor orders.
3. If Sussex County Department of Public Works is closed and the contractor needs bulk salt the contractor must have a bulk salt yard locally to the college to load up and efficiently salt the college. Contractors must have 40 tons of bulk salt available during winter months in case of a shortage of salt or if the Sussex County DPW is closed.
4. After the storm is complete contractor is to make sure you have proper site distance clearance from any exit and entrance on the campus due to snow piles blocking the view of pedestrians and vehicles at an hourly rate.
5. Upon award of the contract, the College will issue a Purchase Order for each fiscal year subject to the availability and annual appropriation of funds. The Contractor shall submit an invoice upon completion of each project. All invoices must be in reference to the current Purchase Order number.
6. Should additional work be required that falls under the subject of the awarded contract during

SNOW REMOVAL SERVICES SPECIFICATION
BID # 23-08-0003

the contract term, the College reserves the right to procure the individual requirements separately and subsequently request the contractor to submit a written proposal, and upon approval, a purchase order will be issued to authorize the work.

7. In the case of repeated default in the performance required by these bid specifications or material breach of the terms and conditions during the contract period by the Contractor, the College reserves the right to terminate the contract with 7-day written notice to the Contractor.

PLEASE REFER TO INSTRUCTIONS TO BIDDERS FOR ADDITIONAL REQUIREMENTS.

**SNOW REMOVAL BID 23-07-0001
 BID PROPOSAL SHEET
 (non-prevailing wage rates)**

Section A: Base Bid add numbers 1-4 will equal the base bid

Description	Number of Units Available	Hourly Rate per unit FY2023/2024	Hourly Rate per unit FY2024/2025	Hourly Rate per unit FY2025/2026
1. 4WD vehicle with 8'-8'6" snowplow	5	1. 125.00	125.00	125.00
2. Tandem dump truck (for trucking snow)	2	2. 5.00	5.00	5.00
3. Bucket loader with 1-2-yard bucket	1	3. 175.00	175.00	175.00
4. Salt/sanding vehicle (P/U)	3	4. 125.00	125.00	125.00
Add #'s 1-4 hourly rate per unit =base bid	XXXXXXXXXXXX	\$= 430.00	\$= 430.00	\$= 430.00

Section B Materials:

		Price per Bag	Price per Bag	Price per Bag
7. Ice Melt (Magnesium Chloride)	50lb bag	26.00	26.00	26.00
8. Ice Melt (Calcium Chloride)	50lb bag	26.00	26.00	26.00
9. Ice Melt (blended material with CMA)	50lb bag	17.00	17.00	17.00
10 Bulk Salt for roadway & parking lots	Per ton	98.00	98.00	98.00

Section C: Other Equipment

Description	Number of Units Available	Hourly Rate per unit FY2023/2024	Hourly Rate per unit FY2024/2025	Hourly Rate per unit FY2025/2026
1. Single Axle dump truck with 9-10' plow	1	195.00	195.00	195.00
2. Skid Steer w/bucket	2	165.00	165.00	165.00
3. Utility tractor with 8' plow	1	165.00	165.00	165.00
4. Salt/Sanding vehicle (Single Axle)	1	195.00	195.00	195.00
5. Salt/Sanding vehicle (Tandem Axle)	2	275.00	275.00	275.00
6. Labor for shoveling & salting walkway	15	65.00	65.00	65.00
7. Snow blowing or blowing of walkways	10	75.00	75.00	75.00
Please list any other available equipment you will use.	Number of units available	Hourly Rate per unit FY 2023/2024	Hourly Rate Per unit FY 2024/2025	Hourly Rate Per unit FY2025/2026
A. loader/backhoe with 10'-12' plow or pusher	6	275.00	275.00	275.00
B. Utility vehicle for sidewalks \$70, RTV, tractor	3	165.00	165.00	165.00
C. large loader with JRB bucket or clamshell bucket	4	275.00	275.00	275.00
D. _____				

Included with this Bid Proposal are the following documents as required and indicated with an X.

Required with Bid:

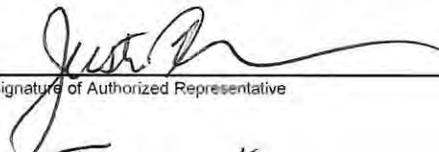
- Equal Employment Opportunity Statement
- Ownership Disclosure
- Disclosure of Investment Activities in Iran
- Corporate Resolution
- Non-Collusion Affidavit
- Company Information/Qualifications Questionnaire
- Certificate of Non-Involvement in Russia/Belarus

Required Prior to Award:

- New Jersey Business Registration Certificate
- W-9 Form
- Certificate of Insurance
- Affirmative Action Compliance Evidence
- Public works certificate
- NJ home improvement contractor license

J. Kramer Landscaping & Snowplowing LLC
 Company Name

Po box 54 / Newton, NJ 07860
 Address


 Signature of Authorized Representative
Justin Kramer
 Printed Name

Date

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: J. Kramer Landscaping & Snowplowing LLC

Organization Address: PO box 541 Newton, NJ 07860

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.**

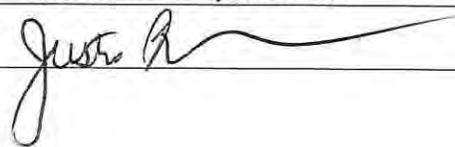
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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 the **<name of contracting unit>** 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 **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Justin Kramer	Title:	Owner
Signature:		Date:	1/15/2025

CORPORATE RESOLUTION

Be it resolved that the following named officers:

Justin Kramer Owner

be and are hereby authorized and empowered to sign and submit to Sussex County Community College the attached bid or proposal and further that said officers are authorized to execute the contract or any other agreement or bond or statement necessary for the fulfillment of obligations incurred by the acceptance of the bid or proposal by Sussex County Community College.

CERTIFICATION

I hereby certify that the above constitutes a true copy of a resolution passed and approved by the Board of Directors at a meeting held on _____.

Secretary

(Corporate Seal)

**RESOLUTION OF AUTHORIZATION MUST BE COMPLETED AND SUBMITTED WITH BID
IF BIDDER IS A CORPORATION**

**SUSSEX COUNTY COMMUNITY COLLEGE
NON-COLLUSION AFFIDAVIT
SNOW REMOVAL SERVICES SPECIFICATION BID # 23-08-0003**

STATE OF New Jersey
COUNTY OF Sussex

I, Justin Kramer of the City of Newton

in the County of Sussex and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am 100% owner of the firm J. Kramer Landscaping & Snowplowing LLC the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do: that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Sussex County Community College relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project or item.

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 employees or bona fide established commercial or selling agencies maintained by

Justin Kramer / J. Kramer Landscaping & Snowplowing LLC
Name of Contractor

Justin Kramer
Signature

Justin Kramer
Type or print name of affidavit under signature

Subscribed and Sworn to
before me this day:

January 15, 2025

(Seal)

Leah Myers
Notary Public of New Jersey

My Commission expires 8/29/28

LEAH MYERS
Notary Public of New Jersey
Commission ID# 2437891
Commission Expires 08/29/2028

THIS FORM MUST BE COMPLETED, NOTORIZED, AND SUBMITTED WITH THE BID PROPOSAL

**SUSSEX COUNTY COMMUNITY COLLEGE
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ON OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Department of Treasury's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Department of Treasury finds a person or entity to be in violation of this law, the Department of Treasury shall take action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed below nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below 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 bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Departments Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

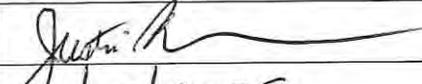
PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the information below.

Please provide thorough answers to each question. If you need to make additional entries, use additional pages.

Person/Entity Name:		Relationship to Bidder/Offeror:	
Description of Activities:			
Duration of Engagement:		Anticipated Cessation Date:	
Bidder/Offeror Contact Name:		Contact Phone Number:	

Certification: I being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that Sussex County Community 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 Sussex County Community College and that the College, at its option may, declare any contract(s) void and unenforceable.

Full Name (Print):	Justin Kramer	Signature:	
Title:	owner	Date:	2/15/2025

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

ON-CALL CARPENTRY CONTRACTING SERVICES BID # 22-02-0128

CHECK THE APPROPRIATE BOX



I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR



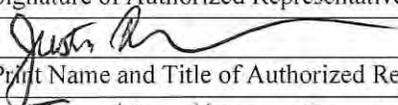
I, the undersigned am unable to certify above because the person or entity seeking to enter to or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative	Date <u>1/15/25</u>
	
Print Name and Title of Authorized Representative	
<u>Justin Kramer owner</u>	
Vendor Name <u>J. Kramer Landscaping & Snowplowing LLC</u>	

¹ 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.

SUSSEX COUNTY COMMUNITY COLLEGE
COMPANY INFORMATION AND QUALIFICATIONS QUESTIONNAIRE

COMPANY INFORMATION

Company Name: J. Kramer Landscaping & Snowplowing LLC

Company Address: PO box 541 Newton, NJ 07860

Remit to Address:

Phone: 973-945-4626

Fax:

Email: J.KramerLandscaping@gmail.com

Website:

List any parent, subsidiary, DBA or former company names:

Business Classification: (check all that apply)

Small Bus.:

Women Owned:

Minority Owned:

QUALIFICATIONS

What is your organization's primary business? landscaping & snowplowing

How long have you been in business under the present name? 18

Have you ever failed to complete any work awarded to you? NO

If so, give details:

Have any liens or lawsuits of any kind been filed against any of your contracts?

If so give details:

REFERENCES - list 3 projects of similar size and scope

1. Project Date & Description: 2009-2025

Owner Name: Kreighen & Smith

Owner Address: 64 Hillside Ter

Contact Person: Zack

Telephone Number: 973-383-7705

Email:

Total Contract Value: 85,000

2. Project Date & Description: 2009-2025

Owner Name: Keith Mitchell

Owner Address: 29 Trinity Street

Contact Person: Keith Mitchell

Telephone Number: 973-383-5800

Email:

Total Contract Value: 45,000

3. Project Date & Description: 2012-2025

Owner Name: Mark Deuzia

Owner Address: 194 Rt 94 Lafayette, NJ

Contact Person: Mark

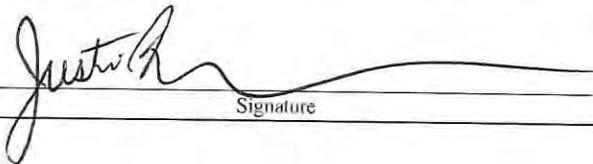
Telephone Number: 973-579-1540

Email:

Total Contract Value: 150,000

SIGNATURE

I HEREBY CERTIFY THIS COMPANY HAS THE FINANCIAL STRENGTH TO FULLY PERFORM, SERVICE, AND WARRANT THE WORK AND MATERIALS REQUIRED FOR THIS CONTRACT.


 Signature

Printed Name: Justin Kramer

Title: owner

Date: 1/15/25

SUSSEX COUNTY COMMUNITY COLLEGE

LIST OF AVAILABLE PERSONNEL

List availability of on-call personnel.

Company Name: J. Kramer Landscaping & Snowplowing LLC

Provide Main Office Telephone Number: 973-945-4626

Provide on call information:

Name: Justin Kramer
Position: owner/operator
Direct Contact Phone #: 973-945-4626

Name: Stephen Kyzer
Position: Driver/operator/mechanic
Direct Contact Phone #: 862-268-6246

Name: Frank Klemm
Position: Driver/operator
Direct Contact Phone #: 862-268-6623

Name: Rusty Bellis
Position: Driver/operator
Direct Contact Phone #: 973-343-9154

Name: Jason Mills
Position: Driver/operator
Direct Contact Phone #: 973-222-0831

TO BE SUBMITTED PRIOR TO AWARD OF CONTRACT

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
J. Kramer Landscaping & Snowplowing LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ *PO box 541*

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

Newton, NJ 07860

6 City, state, and ZIP code

See Specific Instructions on page 3.

Part I

7 List account number(s) here (optional)

Social security number

--	--	--	--

- -

or

Employer identification number

2	0	-	8	5	6	1	2	8	1
---	---	---	---	---	---	---	---	---	---

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *1/15/25*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> Corporation 	Corporation
<ul style="list-style-type: none"> Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> Partnership 	Partnership
<ul style="list-style-type: none"> Trust/estate 	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Land Improvement Contractors
of America



CERTIFICATE OF PARTICIPATION

NJLICA Apprenticeship Education and Training Fund
ERISA Participation

J. Kramer Landscaping & Snowplowing LLC



Buddy Freund
Executive Director
NJLICA

CONSTRUCTION CRAFT LABORER
HEAVY EQUIPMENT OPERATOR
TRUCK DRIVER HEAVY



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N. J. 08646-0252

TAXPAYER NAME:

J. KRAMER LANDSCAPING & SNOWPLOWING, L.L

TRADE NAME:

ADDRESS:

1028 FAIRVIEW LAKE ROAD
NEWTON NJ 07860

SEQUENCE NUMBER:

1307388

EFFECTIVE DATE:

02/27/07

ISSUANCE DATE:

03/06/07

James J. Jusisone

Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N. J. 08695

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

J. KRAMER LANDSCAPING & SNOWPL
1028 FAIRVIEW LAKE ROAD
NEWTON NJ 07860

Tax Registration No.: XXX-XXX-281/000

Tax Effective Date: 04-03-07

Document Locator No.: I0000314556

Date Issued: 03-06-07

Carol H. Carica

Acting Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs



THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

HAS REGISTERED

J. KRAMER LANDSCAPING & SNOWPLOWING LLC
Justin Kramer
22 Eagle Drive
Newton NJ 07860

FOR PRACTICE IN NEW JERSEY AS A(N): **Home Improvement Contractor**

New Jersey Office of the Attorney General
Division of Consumer Affairs

**THIS IS TO CERTIFY THAT THE
Home Improvement Contractors
HAS REGISTERED
J. KRAMER LANDSCAPING & SNOWPLOWING LLC
Home Improvement Contractor**

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
03/19/2024 TO 03/31/2025
VALID

SIGNATURE
Cari Zais
ACTING DIRECTOR

13VH03850400
License/Registration/Certificate #

03/19/2024 TO 03/31/2025
VALID

13VH03850400
LICENSE/REGISTRATION/CERTIFICATION #

Cari Zais
ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Home Improvement Contractors
P.O. Box 45016
Newark, NJ 07101



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure NJ Partners Insurance Services, LLC 100 Passaic Avenue Suite 120 Fairfield NJ 07004 License#: 1202869 J.KRLAN-01	CONTACT NAME: Michael Montague PHONE (A/C, No, Ext): 973-940-3604 FAX (A/C, No): 973-227-4026 E-MAIL ADDRESS: mmontague@acrisure.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Wilshire Insurance Company</td> <td>13234</td> </tr> <tr> <td>INSURER B : State National Insurance Company, Inc.</td> <td>12831</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Wilshire Insurance Company	13234	INSURER B : State National Insurance Company, Inc.	12831	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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COVERAGES **CERTIFICATE NUMBER:** 2119803824 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BND0018756 00	11/28/2024	11/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			72799B240ALI	11/28/2024	11/28/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Sussex County Community College 1 College Hill Rd Newton NJ 07860 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Results as of January 31, 2025

Financial Status Discussion

- Overall Financial Status Actual vs. Budget

- Revenue:

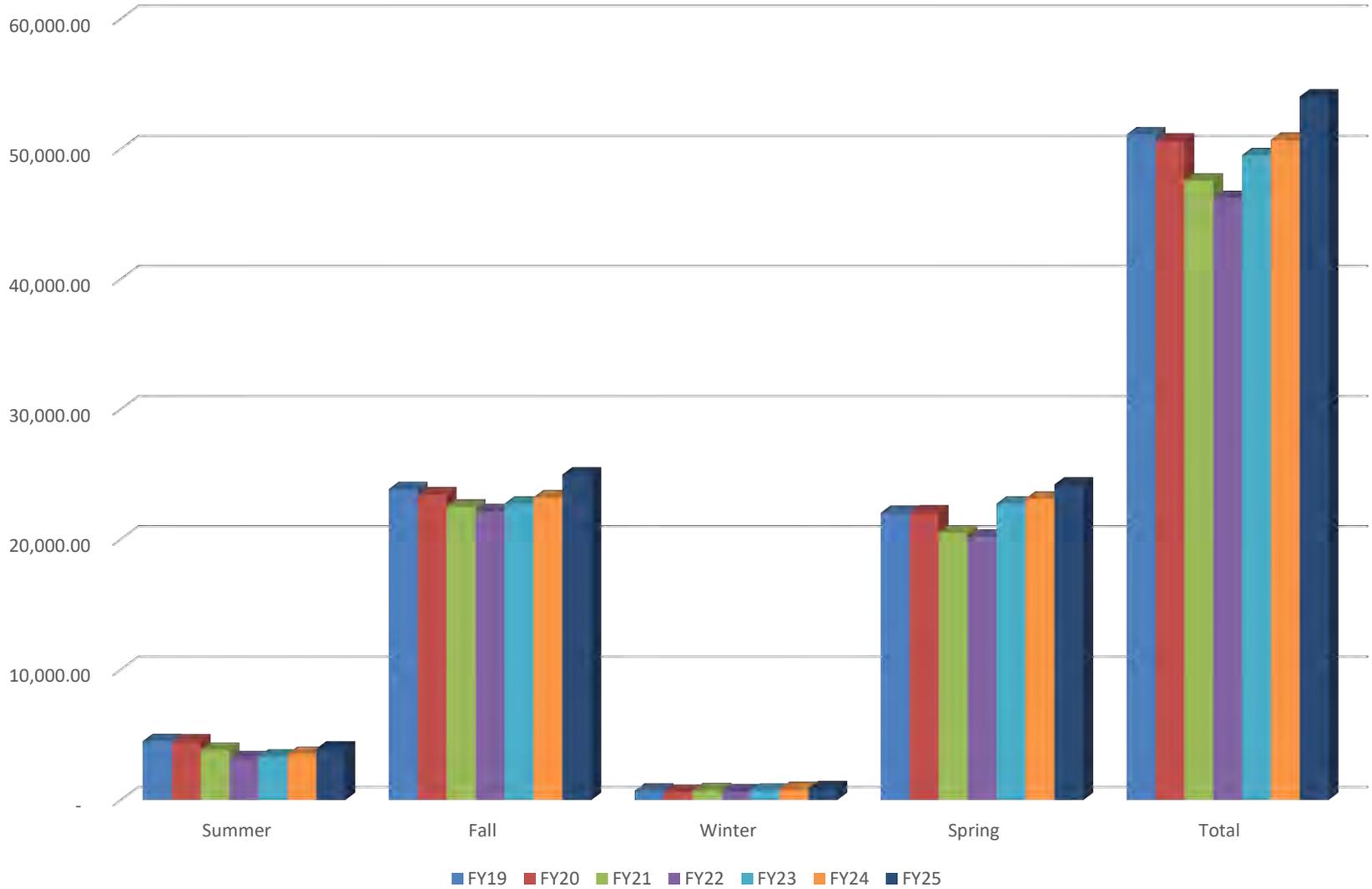
- Actual enrollment vs. budget up significantly over budget
 - Revenue up over budget from tuition & investment results but down YOY due to CARES support in 2024
 - Grants – timing of receipts and amounts in line with prior years with the exception of the CARES support in 2024 not received in 2025

- Expenses:

- Health benefits continues to be a pressure
 - Professional fees – legal & finance consultants

Credit Hours	FY25	FY25 Budget	FY25A vs FY25B	FY24 Actuals	FY25A vs FY24A
Summer II	929	436	113%	752	23.5%
Summer III	1,494	1,137	31%	1,433	4.3%
Fall	24,974	23,980	4%	25,592	-2.4%
<u>1st half of year</u>	27,397	25,553	7%	27,777	-1.4%
Winterim	900	665	35%	717	25.5%
Spring	24,209	19,617	23%	22,826	6.1%
<u>2nd half of year</u>	25,109	20,282	24%	23,543	6.7%
Summer I	1,735	1,707	2%	1,816	-4.5%
Summer IV				19	-100.0%
<u>2nd half of year</u>	26,844	21,989	22%	25,378	5.8%
<u>TOTAL Fiscal Year Credit Hrs</u>	54,241	47,542	14%	53,155	2.0%
<u>FTE Students (30 Credits)</u>	1,570	1,585	-1%	1,570	0.0%

Credit Hours



(\$thsd)	7 Mos. YTD 25	7 Mos.25 YTD Budget	Budget Var \$	7 Mos. 24 YTD	Prior Year Var \$
Total Student Revenues	7,488	7,090	398	7,339	148
Change in Student Revenue			5.6%		2.0%
Non-Student Revenues					
State Support	2,366	2,276	90	2,260	106
County Support	2,345	2,345	0	2,345	0
CARES Support	0	0	0	935	(935)
GEER Support	0	0	0	0	0
SIP Support	0	0	0	0	0
CRF	0	0	0	0	0
Other Revenues	514	320	195	287	228
Subtotal Non-Student Revenues	5,225	4,941	284	5,826	(601)
Subtotal all Revenues	12,713	12,031	682	13,166	(452)
Grant Revenue (Pass thru)	1,478	467	1,011	628	850
PSTA Revenue	239	198	40	225	14
Federal, State Financial Aid	3,687	2,281	1,406	4,372	(685)
Federal ,State Loans	1,123	1,721	(598)	983	140
Subtotal Grant Revenues(Pass thru)	6,527	4,668	1,859	6,207	319
Total Operating Revenues	19,239	16,699	2,541	19,373	(133)
<u>Expenses</u>					
Salaries/Benefits	8,028	7,919	109	7,284	744
Other Expenses	4,290	4,111	179	4,262	27
Subtotal Expenses	12,317	12,030	288	11,546	771
Grant Expense (Pass thru)	1,478	467	1,011	628	850
PSTA Expense	239	198	40	225	14
Federal, State Financial Aid	3,687	2,318	1,369	4,372	(685)
Federal ,State Loans	1,123	1,685	(562)	983	140
Subtotal Grant Expenses(Pass thru)	6,527	4,668	1,859	6,207	319
Total Operating Expenses	18,844	16,697	2,147	17,753	1,091
Contribution to Unrestricted Fund Balance	395	1	394	1,620	(1,225)

Revenue (Student/Support)



	FY23	FY24	FY25
Student Revenue	6,954,000.00	7,339,346.00	7,487,553.00
State Support	2,062,000.00	2,259,708.00	2,365,750.00
County Support	2,345,000.00	2,345,000.00	2,345,000.00
Other Revenue	432,000.00	286,537.00	514,304.00

(\$thsd)	7 Mos. Actual FY25 YTD	7 Mos. FY25 YTD Budget	Budget Var \$	Budget Var %	Prior Yr Actual FY24 7 Mos. YTD	Prior Year Var \$	Prior Year Var %
Expenses							
Salaries	6,010	5,950	60	1%	5,578	431	8%
Benefits	2,018	1,969	49	2%	1,705	313	18%
Contracts Sevices	202	178	24	14%	104	98	94%
Professional Fees	893	627	266	42%	1,000	(107)	-11%
Insurance	263	288	(25)	-9%	254	9	4%
Utilities	476	369	108	29%	254	222	88%
College Representation	296	195	101	52%	289	7	2%
Dues & Subscriptions	290	557	(267)	-48%	772	(482)	-62%
Repairs & Maintenance	523	482	40	8%	469	54	12%
Communications	98	73	26	35%	68	30	44%
Rental & Leasing	82	19	62	324%	67	15	22%
Operating Supplies	496	576	(80)	-14%	382	114	30%
Instructional Materials	299	508	(209)	-41%	318	(19)	-6%
Library Stack Expense	54	3	51	1750%	44	10	23%
Advertising	95	85	10	12%	123	(28)	-22%
Campus Publications	-	0	0	0%	0	0	0%
Postage & Mailing	27	25	2	7%	16	11	66%
Bad Debt	-	9	(9)	-100%	0	0	0%
Interest exp	6	0	6	0%	5	1	10%
Credit card exp	100	54	46	86%	54	46	85%
Security	5	0	5	0%	6	(0)	-8%
Other	85	64	22	34%	38	47	125%
Internal Projects	-	0			0	0	0%
Subtotal	12,317	12,030	288	2%	11,546	771	7%
Grant Expense	1,478	467	1,011	217%	628	850	135%
PSTA Expense	239	198	40	20%	225	14	6%
Federal, State Financial Aid	3,687	2,318	1,369	59%	4,372	(685)	-16%
Federal ,State Loans	1,123	1,685	(562)	-33%	983	140	14%
Subtotal Grant expenses(Pass thru)	6,527	4,668	1,859	3	6,207	319	1
Total Operating Expenses	18,844	16,697	2,147	13%	17,752	1,091	6%
Contribution to Unrestricted Fund Balance	395	1	394	32920%	1,620	(1,225)	-76%



Correspondence File – February 2025

1. Thank you email to Dr. Homer from Patti Nugent of the LACE Program.
2. Letter from student about his experience at the ATC.
3. Email to Dr. Gallo from adjunct faculty member Raymond Schnell commending our STEM program and management of the science labs.
4. Press release about SCCC Alumna, Sarah Ransom's success in the arts.

From: [Cory Homer](#)
To: [Wendy Fullem](#)
Subject: Fw: Thank you!
Date: Friday, January 24, 2025 10:28:01 AM
Attachments: [Outlook-33hqx4a.png](#)

Future board correspondence

Cory Homer, Ph.D.
Interim President
Sussex County Community College

From: lace <lace@sussex.edu>
Sent: Friday, January 24, 2025 9:48:06 AM
To: Cory Homer <chomer@sussex.edu>
Subject: Thank you!

Good morning, Cory-

I'd like to thank you for taking time out of your busy schedule to visit us on Wednesday! LACE is unique in that it is the only Continuing Education Program in NJ that provides a never-ending enrichment/education for this population. I am part of a group of NJ colleges, both four year and community colleges, that offer certificate programs that usually end at the age of 26. Vicky is the first supervisor this program has had in its 17.5 years that has a background in Special Education and understands the needs of this group. We are so fortunate to have her!

You have an open invitation to visit any time!

Thanks again-

Patti



Patti Nugent
LACE Program
Coordinator

lace@sussex.edu
One College Hill Rd.
Newton, NJ 07860

[Tour the Campus](#)

When I first came to the ATC (Adult Transition Program) I was nervous at first but then after a while I learned and got to understand the people and more about this program as time went by. I became more open, advocative for myself, and more communicative with people. The best thing was visiting and learning more about different jobs and work environments. I'd also like to say how truly grateful and glad I was to meet some truly wonderful people and friends and how much they have made life more outgoing for me and more joyful. By the time this program is over for me and I have moved forward in my life as an adult I'm always going to remember the funniest, and greatest moments with everyone in this program and how much it has benefited me for my future endeavors. To Jessica Pappa : Whenever you see/read this document I want to personally thank you for how much you have helped make a difference for me in life since coming to this program and I hope you Help

many others as you have helped me in this program.

From Winston Stewart-Woods

From: [Kathleen Okay](#)
To: [Wendy Fullem](#); [Cory Homer](#)
Subject: Fw: STEM DEPARTMENT UPDATES FOR SPRING 2025
Date: Thursday, January 23, 2025 11:35:26 AM

Correspondence file?

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From: Nancy Gallo <ngallo@sussex.edu>
Sent: Thursday, January 23, 2025 8:44 AM
To: Kathleen Okay <kokay@sussex.edu>; Cory Homer <chomer@sussex.edu>; Jason Fruge <jfruge@sussex.edu>; Stacie Caputo <scaputo@sussex.edu>; Dina Conde <dconde@sussex.edu>; Peter Schoch <pschoch@sussex.edu>; Jumana Hablawi <jhablawi@sussex.edu>; Jon Connolly <jconnolly@sussex.edu>; Christina Winters <cwinters@sussex.edu>; Jessica Winter <jwinter@sussex.edu>; Robert Reeber <rreeber@sussex.edu>; Leonard Sheehy <lsheehy@sussex.edu>
Cc: Mimely A. Little <mlittle@sussex.edu>; Alexis Van Duzer <avanduzer@sussex.edu>
Subject: FW: STEM DEPARTMENT UPDATES FOR SPRING 2025

Amidst the busyness of the start of the semester, I want to take a moment to share a wonderful email I received concerning Mimely and her Science Labs team. The email below is from Raymond Schnell, one of our adjunct faculty members, and he recounts his experiences working in our Science Labs and with the Science Labs Team.

Kudos to Mimely, Alexis and the part-time staff! Thank you for your dedication to our students and to our faculty!

Nancy

From: Nancy Gallo <ngallo@sussex.edu>
Sent: Tuesday, January 21, 2025 9:21 AM
To: Raymond Schnell <rschnell@sussex.edu>
Subject: Re: STEM DEPARTMENT UPDATES FOR SPRING 2025

Hi Raymond,

Thank you for sharing your experience here at SCCC. I am very proud of our Science program and agree that Mimely and her staff has taken SCCC to the next level by enabling our faculty to concentrate on their instruction and students.

All the best,
Nancy

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From: Raymond Schnell <rschnell@sussex.edu>
Sent: Tuesday, January 21, 2025 9:07:31 AM
To: Nancy Gallo <ngallo@sussex.edu>
Subject: Re: STEM DEPARTMENT UPDATES FOR SPRING 2025

Dr. Gallo,

This is Raymond Schnell, I am an adjunct professor in the Science Department. I want to communicate to you the outstanding job done by Mimely Little in managing the Science lab department. I have been at SCCC for three semesters, taught at 2 other community colleges, 17 years in High School Science and years in corporate training/education and I have never seen a lab department run as efficiently as the one at SCCC. The organization of the emails, syllabus, schedules, room assignments, lab procedures, safety procedures and training are well planned and extremely helpful in preparing for the upcoming semester's classes. The team of assistants, including Alexis Van Duzer, do a great job in preparing the lab rooms for instruction and answering any questions I may have. I appreciate their work and try to always maintain the high standard they have set for my classes and maintaining the facility. Their work allows me to focus on the students to provide high quality learning experience at SCCC.

Sincerely,

Raymond Schnell

FOR IMMEDIATE RELEASE---December 16, 2024

SCCC Alumna, Sarah Ransom, Excels in the Arts

(Newton) - Sussex County Community College (SCCC) is proud to celebrate the remarkable achievements of Sarah Ransom, a 2022 graduate of SCCC's Associate of Fine Arts (AFA) program. Sarah recently completed her Bachelor of Fine Arts (BFA) degree at William Paterson University, showcasing her extraordinary talent and dedication to the arts.

Sarah's work was featured last week at the William Paterson University BFA reception, where her stunning still-life paintings were on display. These pieces uniquely explore self-portraiture through the lens of still life, demonstrating her artistic vision. Equally impactful were her ceramic creations, including intricate wall vases holding dried flowers and bone arrangements, highlighting her ability to excel in diverse mediums.

One of Sarah's painting mentors, SCCC Adjunct Professor Janet Cunniffe-Chieffo, played a significant role in her artistic journey. Sarah credits SCCC with providing her with a solid foundation in the arts, which enabled her to achieve her academic and creative goals.

Prospective students interested in Fine Arts or any of the 100+ programs offered at SCCC can register for the spring semester at sussex.edu/spring. Classes begin on January 21.

Pictured: Sarah Ransom showcases her artistic talent at the William Paterson University Fine Arts Reception.