

REQUEST FOR BIDS:
BID NO. K26-10-14-3

FOR THE PROVISION OF ELECTRICITY SUPPLY SERVICE

ISSUED BY:
KEAN UNIVERSITY



DATE OF ISSUANCE: October 16, 2026

QUESTIONS DUE: October 26, 2026 by 5:00 p.m. EDT

QUALIFICATIONS DOCUMENTS DUE: October 26, 2026 by 5:00 p.m. EDT

BID SUBMISSIONS DUE:
Tuesday November 10, 2026 no later than 12:00 noon EDT

Energy Agent Administering RFB:
Points of Contact:

Gabel Associates, Inc.
Procurement@gabelassociates.com

KEAN UNIVERSITY REQUEST FOR BIDS FOR ELECTRICITY SUPPLY SERVICE

Bid No. K26-10-14-3

October 16, 2026

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A. INTRODUCTION

Kean University (the “University”), a public, New Jersey State university, has issued this Request for Bids (“RFB”) and is seeking bid proposals from Electric Suppliers for electric service for forty-six (46) electric accounts for its facilities located throughout its campuses which are situated in Union and Hillside, New Jersey (main address 1000 Morris Avenue, Union, NJ 07083) and within Jersey City, New Jersey (main address 2039 John F. Kennedy Blvd, Jersey City, NJ 07305). All campus electric locations are located within the PSE&G service territory. Total electric consumption for the accounts included in the bid at the two campuses is approximately 50 million KWH annually, with over 70% of the usage supplying four main LPLP accounts for the two campuses.

Gabel Associates, Inc. (“Energy Consultant” or “energy agent”), 417 Denison Street, Highland Park, NJ 08904, (732) 296-0770, an energy agent duly registered with the New Jersey Board of Public Utilities (“BPU”) since 1999, has been appointed as the University’s energy consultant and in that capacity, will be assisting in the implementation of this RFB process. Bids will be accepted electronically via the Energy Consultant’s electronic bidding platform, as set forth in Section D below.

The University is requesting proposals for electricity supply on a firm, full requirements service basis (“Full Requirements Service”) for its forty-six (46) electricity accounts, for a contract commencing with either:

- a) December 2026 meter read dates (“MRD”) for each account. The University is accepting bids for potential contract lengths of twelve (12), seventeen (17) and twenty-four (24) months, commencing with the December 2026 meter read for each account and expiring with either the December 2027 MRD (12-month contract) or May 2027 MRD (17-month contract) or December 2028 MRD (24-month contract) for each account, or
- b) March 2027 meter read dates (“MRD”) for each account. The University is accepting bids for potential contract lengths of fourteen (14), twenty-one (21) and twenty-four (24) months, commencing with the March 2027 meter read for each account and expiring with either the May 2028 MRD (14-month contract) or December 2028 MRD (21-month contract) or March 2029 MRD (24-month contract) for each account, or

This RFB is being conducted in accordance with the Electric Discount and Energy Competition Act, (“EDECA”), P.L. 1999, c. 23, and all applicable regulations and standards promulgated thereunder (hereafter referred to collectively as “the Applicable Law”).

The conditions and requirements of these specifications are intended to be open and nonrestrictive for the purpose of obtaining adequate participation of interested suppliers, ensure uniformity in the submission of proposals, and, result in the selection of the pricing offer(s) most favorable. By participating in this RFB, each supplier accepts the obligation to become familiar with the RFB documents and any applicable laws. Neither the University nor the Energy Consultant can provide legal advice to suppliers, nor are any of its officers or agents empowered to waive or modify any legal requirements either verbally or in writing. Suppliers are presumed to be familiar with the requirements of the applicable laws. In the event of a conflict between the terms of the governing Model Supply Contract and the terms of this RFB, the RFB shall control. In the event of a conflict between the terms of the Model Supply Contract or the RFB and applicable law, the applicable law shall control in all cases. Suppliers with questions regarding legal requirements are strongly advised to consult their own counsel.

Electronic versions of this bid package can be obtained by downloading documents from the University website at <https://www.kean.edu/offices/university-procurement-and-business-services/bid-opportunities>

B. DISTRIBUTION LIST

Only Electric Suppliers holding a valid electric supplier license issued by the New Jersey Board of Public Utilities (“NJBPU”), and which are authorized by PSE&G to provide third party electric supply through the respective utility’s system, are eligible and entitled to receive an award of the contract. Upon receipt of this RFB package, Bidders must complete and email a non-binding Notice of Intent (“NOI”) to Bid form (standard form provided in Appendix D Form 1) to the Energy Consultant, with a copy to the University, in order to be placed on the Bid Distribution List. The completed NOI form must contain supplier name and contact information (name, postal address, phone and fax number, and email address). Emails containing the completed NOI form are to be directed to Procurement@gabelassociates.com and to Procurementbids@kean.edu

C. ACCOUNT INFORMATION

Account lists have been obtained from Kean and the respective utilities and is included as Appendix E (Appendix E is an electronic file with historical electric usage information that will be provided by the energy agent to individual entities once they complete and submit a Notice of Intent to Bid form).

D. BID PROCESS

This bid is being conducted via a two-stage process. During Stage 1, prospective bidders are provided the opportunity to ask questions regarding these bid specifications and the form of supply contract, as set forth below, and are required to submit certain qualifications documents and legal forms as specified in Section E of this RFB. Stage 2 will consist of the submission of a price proposal.

STAGE 1 – QUALIFICATION STAGE, QUESTIONS AND ADDENDUM:

Stage 1a:

The University will accept written questions and comments concerning these specifications, including the Electricity Model Supply Contract. There will be an open period for questions, which will conclude at 5:00 p.m. on October 26, 2026. Written questions shall be submitted electronically to both the Energy Consultant and the University, as follows:

Energy Consultant:

Upload to Gabel Associates bid platform: <https://www.publicbiddingsystem.com/>; and/or

Email: Procurement@gabelassociates.com;

AND

University:

Email: Procurementbids@kean.edu

Questions will be answered, in writing, and all responses and other supplements or modifications to this RFB will be by consecutively numbered addendum, which will be distributed electronically by the University’s energy agent to all licensed suppliers that have requested a copy of the RFB. Addenda will be issued by no later than close of business on October 30, 2026.

Informal clarifications or interpretations will not be issued, nor will questions be answered verbally or individually. Each Bidder shall acknowledge receipt of all addenda in the Transmittal Letter (standard form in

Appendix A), and shall take all addenda into account in preparing its Bid.

Stage 1b:

Required documents and legal forms, otherwise referred to as Qualification Documents, are described in Section E of this RFB, and are provided in Appendix D of this RFB. All suppliers wishing to become qualified to submit price proposals must complete and submit all required documents and legal forms. The deadline for submission of these documents is 5:00 p.m. on October 26, 2026. Prospective bidders are encouraged to submit a completed (and non-binding) Notice of Intent to Bid (Appendix D Part 1) as soon as possible and prior to the October 26, 2026 deadline in order to be placed on the Bid Distribution List for subsequent official communications concerning the Bid. Electronic submission by the appointed deadline will be acceptable.

The University will review Qualification Document submissions and provide notification by October 29, 2026 of any deficiencies. Prospective bidders will be given the opportunity to cure any identified deficiencies. The final deadline for submission of cured documentation is 5:00 p.m. on November 4, 2026. All suppliers who have submitted compliant Stage 1 required Qualification Documents by this deadline will be deemed qualified, will be so notified, and will be eligible to submit Stage 2 price bids. Prospective bidders who fail to timely submit compliant Qualification Documents by the deadline will be deemed non-responsive and ineligible to participate in Stage 2 of the RFB process.

The Qualification Documents shall be submitted electronically to both the Energy Consultant and the University, as follows:

Energy Consultant:

Upload to Gabel Associates bid platform: <https://www.publicbiddingsystem.com/>; and/or

Email: Procurement@gabelassociates.com;

AND

University:

Email: Procurementbids@kean.edu

STAGE 2 - SUBMISSION OF BIDS

In Stage 2 the University will accept bids electronically via upload to the Gabel Associates bid platform at: <https://www.publicbiddingsystem.com/>. Copies of all bids must ALSO be emailed to: Procurementbids@kean.edu. Bids must be submitted on the Bid Proposal Form (see Appendix B of this RFB) and must be accompanied by a Bid Transmittal Letter (see standard form in Appendix A of this RFB). Prior to the Stage 2 bid deadline the Energy Consultant will distribute to all suppliers on the Bid Distribution List the electronic versions of the Bid Proposal Form and Bid Transmittal Letter. The Bid Proposal Form will be in Excel spreadsheet format and bid prices should be entered in the indicated cells. The Bid Transmittal Letter will be provided in Word format; the letter must be printed on supplier letterhead, signed by an authorized representative of the supplier, and scanned and submitted in PDF (.pdf) format.

The deadline for electricity bid submissions is 12:00 noon prevailing Eastern time on November 10, 2026. Bids received after the 12:00 noon deadline on the respective bid day will be deemed invalid.

Bid prices must also include State Sales and Use Tax at the rate of 6.625% that became effective on January 1, 2018 pursuant to P.L. 2016, c.57. Electricity bid prices for Fixed Adder shall include an energy agent fee of

\$0.0009/KWH.

Bid prices must be held firm until at least 3:00 p.m. prevailing Eastern Time of the day of bid submission. In the event, based upon the bids received, the University determines to make contract award(s), an authorized representative of the University will issue a Notice of Award Letter to winning bidder(s) via e-mail, by no later than 2:30 pm prevailing Eastern Time on bid day. A Notice of Award Letter issued by the University will be a binding commitment to execute the Form of Supply Contract with the selected supplier(s), and will also represent a binding commitment on the part of the selected supplier(s) to honor the bid price(s). If no award is made, the University will notify all qualified suppliers of the next date that it will be accepting bids. Unless indicated otherwise in such notification, the deadline for bid submission of refreshed bids will be 12:00 noon prevailing Eastern Time on the designated bid day(s).

Bidders must submit the completed Bid Price Form in an MS Excel document and the completed Transmittal Letter as a PDF (.pdf), to both Gabel Associates and the University.

The completed Bid Price Form and Transmittal Letter must be uploaded to the Gabel Associates bid platform at the following URL: <https://www.publicbiddingsystem.com/>. Specific instructions and credentials will be provided to Suppliers once all compliant qualifications documents have been submitted. Prospective Bidders with concerns about registration on the bidding platform and/or their ability to deliver their bid via the energy agent's bid platform should coordinate with Gabel Associates' Program Coordinator prior to the due date for price submissions. It is your responsibility to contact the energy agent with any questions or concerns. Questions or concerns related to the Energy Consultant's bidding platform should be directed to: procurement@gabelassociates.com.

Bidders must also submit their bids directly to the University at: Procurementbids@kean.edu

The costs and expenses associated with the preparation of a Bid will be at the sole cost and expense of the Bidder. In no event will a Bidder have a claim against the University or the Energy Consultant for reimbursement of any such costs or expenses.

E. REQUIRED DOCUMENTS

Stage 1:

The following Stage 1b documents are required to be included in the bid and submitted in accordance with the Stage 1b deadlines and procedures described in Section D of this RFB. Omission of any of the documents below will cause the bid to be rejected without further consideration.

- 1) Proof of NJBPU Licensing in good standing
- 2) Notice of Intent to Bid (**Appendix D Part 1**)

Appendix D Part 2 – Kean University Standard Bid Documents:

- 3) Kean University Document Checklist
- 4) Offer and Acceptance Page
- 5) Confidentiality and Commitment to Defend
- 6) Ownership Disclosure Form
- 7) Source Disclosure Form
- 8) Affirmative Action Questionnaire
- 9) Exhibit A - Mandatory Equal Opportunity Language
- 10) Non-Collusion Affidavit

- 11) Certification by the Vendor - Compliance with Business Ethics Guide
- 12) Acknowledge Receipt of Addendum
- 13) Disclosure of Investigations and Other Actions Involving Vendor
- 14) Disclosure of Investment Activities in Iran
- 15) Subcontractor Utilization Form
- 16) Form W-9, Request for Taxpayer Identification Number and Certification
- 17) MacBride Principles Certification
- 18) Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Stage 2:

The following Stage 2 documents are required to be included in the bid and submitted in accordance with the Stage 2 deadlines and procedures described in Section D of this RFB.

- 1) Bid Transmittal Letter (Appendix A)
- 2) Bid Proposal Form (Appendix B)

F. POST-BID SUBMITTAL

The successful Bidder shall submit to the University, within three (3) days after notification of award, its State of New Jersey Business Registration Certificate (“BRC”), as well as one of the following three documents as forms of evidence of compliance with affirmative action requirements:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) completed by the winning Supplier in accordance with N.J.A.C. 17:27-4.

G. MODEL SUPPLY CONTRACTS

The form of electricity supply service contract (“Electricity Model Supply Contract”) is set forth in Appendix C.

The Model Supply Contract sets forth the terms and conditions for the provision of electricity supply service by the winning bidder to the University. Supply contract(s) will be executed between the winning supplier(s) and the University using the form of contracts set forth in Appendix C (subject to any addenda thereto that may be issued by the University prior to the submission of bids).

As described more fully in Section D of this RFB, during Phase I the University will accept comments and questions concerning these specifications, including specifically the Electricity Model Supply Contract. If deemed necessary, the University will answer questions to clarify the intent of the Model Supply Contracts and, if it determines to make amendments to the Model Supply Contracts as a result of questions and comments received, it will issue an addendum to document such changes.

The final Model Supply Contracts (the form of contract in Appendix C and any amendments thereto issued via addendum) will be the form of contract executed between the University and the winning supplier.

Bids that include "material exceptions" to the terms of the RFB or to either Model Supply Contract will be deemed unresponsive. There shall be no negotiation of terms and conditions subsequent to or after the submission of bids. The University reserves the right to reject bids that are contingent upon modifications to the final Model Supply Contract(s).

H. BID PRICING PRODUCTS

The University is requesting bids for a twelve (12), seventeen (17) and twenty-four (24) month contract period, for electric supply service commencing with the December 2026 meter read dates. The University is also requesting bids for fourteen (14), twenty-one (21) and twenty-four (24) months, commencing with the March 2027 meter read dates.

The University's electricity accounts included in this Bid are aggregated into three Bid Groups: Bid Group 1 for all BGS-RSCP (GLP and LPLS) accounts within PSE&G electric service territory, Bid Group 2 for all BGS-CIEP (LPLP) accounts within PSE&G electric service territory, Bid Group 3 for Lighting accounts within PSE&G electric service territory.

Pricing Products:

Product #1: All-In Fixed Price Product. The All-In Fixed Price Product, applicable only to Bid Group 3, lighting accounts, is defined as a single price per kilowatt-hour for energy supply, capacity, transmission, grid ancillary services, Line Losses, Renewable Portfolio Standards ("RPS") compliance costs, NJSEM Administrative Fee, supplier margin, and any other applicable taxes (including currently effective 6.625% Sales and Use Tax (SUT) rate), which remains constant for the full term of the contract, except as may be adjusted in accordance with in Section 5 of the Model Supply Contract. The All-In Fixed Price Product must include all costs necessary to provide Full Requirements service to Participants' accounts on a per kilowatt-hour basis as applied to metered usage. For each Billing Period during the Contract Term, Supplier shall bill the Participant for all kilowatt-hours used by the Participant during the Billing Period at the Fixed Price.

Product # 2: Unbundled, Pass-Through Capacity and Transmission Price Product (applicable to accounts in Bid Groups 1 and 2) - The Unbundled, Pass-Through Capacity and Transmission¹ Price Product is structured as follows:

- a) capacity costs passed through for each account on a monthly basis based upon actual capacity obligations (kw) applied to actual capacity prices (\$/kw) assessed by the PJM regional transmission organization;
- b) transmission costs passed-through for each account on a monthly basis based upon actual transmission obligations (kw) applied to actual transmission prices (\$/kw) – including Network

¹ RMR costs known at the time of bid, if applicable, may be passed through along with Capacity and Transmission for Products 2 and 3.

Integrated Transmission Service (NITS) charges and Transmission Enhancement charges and credits assessed by the PJM regional transmission organization for the applicable EDC transmission zone; and

c) a bid Fixed Energy Charge (\$/kwh) applied to all metered energy usage for the billing period that must cover all other supplier costs not recovered via a) and b), including fully-hedged energy, Line Losses, ancillary services, deration credits, RPS compliance costs, cost of the Agent Administrative Fee, supplier margin, and any other applicable taxes including 6.625% State Sales and Use Tax.

Product #3: Unbundled, Pass-Through Capacity and Transmission Price with Load Following Percent of Actual Load Block and Index Product (applicable to accounts in Bid Group 2) - The Unbundled, Pass-Through Capacity and Transmission Price² with Load Following Percent of Actual Load Block and Index Product is structured as follows:

a) capacity costs passed through for each account on a monthly basis based upon actual capacity obligations (kw) applied to actual capacity prices (\$/kw) assessed by the PJM regional transmission organization; and

b) transmission costs passed through for each account on a monthly basis based upon actual transmission obligations (kw) applied to actual transmission prices (\$/kw) – including Network Integrated Transmission Service (NITS) charges and Transmission Enhancement charges and credits assessed by the PJM regional transmission organization for the applicable EDC transmission zone; and

c) a bid Fixed Adder (\$/kwh) applied to metered energy usage for the billing period that must cover all non-energy supplier costs not recovered via a) and b), including ancillary services, deration credits, RPS compliance costs, cost of the Agent Administrative Fee, supplier margin, and any other applicable taxes including 6.625% State Sales and Use Tax; and

d) a bid Load Following Percent of Actual Usage Block Charge (\$/kwh) that provides a fully hedged, fixed price for a fixed percentage of actual load. (block is a percent of actual load block, not a fixed kwh/hr size block). Supplier will be requested to provide the price of the Load Following Percent of Actual Usage Block, and this price will apply to all potential load following blocks for the accounts in a particular bid group, irrespective of size.

e) If a contract award is made, Kean will decide whether to make an award on bid day to hedge either 0%, 25%, 50%, 75% or 100% of their Load Following Percent of Actual Term Usage at the bid hedged energy price with the remaining un-hedged energy component of their costs to be priced at market as described in subsection e below); and

f) Index Energy Charge (\$/kwh) applied to all un-hedged energy³ settled in the hourly Pennsylvania-Maryland-New Jersey Interconnection ("PJM") spot market (Locational Marginal Price or 'LMP') for

² RMR costs known at the time of bid, if applicable, may be passed through along with Capacity and Transmission for Products 2 and 3.

³ Ex. If Participating Members in a bid group award a contract for the Load Following Percent of Actual usage Block Charge product and: a) elect to hedge 0% of load, then 100% of actual energy usage will be priced at the Index Energy Charge rate; b) elect to hedge 25% of load, then 25% of actual energy usage will be priced at the bid Block Price and 75% of actual energy usage will be priced at the Index Energy Charge rate; c) elect to hedge 50% of

the applicable EDC zone. Specifically, load will be scheduled in the day-ahead (“DA”) LMP energy market and settled in the day-ahead (“DA”) energy market. At no time shall the customer be exposed to real-time energy markets.

g) While bidders will not be expected to submit a price for energy line losses to the meter, Kean expects to see energy line losses to the meter listed as a separate line item on the monthly utility invoice for Product #2.

Under the Unbundled, Pass-Through Capacity and Transmission Price with Load Following Percent of Actual Load Block and Index Product, for each Billing Period during the Contract Term, Supplier shall bill the Participating Member for all kilowatt hours used by the Participating Member during the Billing Period as follows: (1) pass-through of capacity charges as set forth above; plus (2) pass-through of transmission charges as set forth above; plus (3) metered kilowatt hours multiplied by the Fixed Adder; plus (4) if any percent of energy has been hedged with a Load Following Percent of Actual Usage Block, the kwh within the Load Following Percent of Actual Usage Block times the bid fixed price per kwh of the hedge(s); plus (5) for any unhedged energy, for each hour, the unhedged volume of kwh times market energy price per kwh, and (6) for each hour, the hourly metered kilowatt hours multiplied by the corresponding hourly Index Energy Charge and multiplied by the applicable Line Loss factor and (7) sales tax gross-up.

Should energy within a particular bid group not be 100% hedged with Load Following Percent of Actual Load Blocks on the date of contract award, Kean shall have the option to implement additional hedges at a later date, subject to the mutual agreement of Kean and Supplier. Through its energy agent, Kean will from time-to-time request pricing to hedge unhedged portion of the load following actual usage for one or more bid groups, for one or more consecutive months within the remaining contract term. Any hedges made subsequent to a bid day would be in increments of either 25%, 50%, 75% or 100% of the actual load following volume within each bid group, for one or more consecutive months within the contract term. Should this product be selected at time of initial award, the signed award letter will include the appropriate language that pre-authorizes Gabel to confirm subsequent hedge purchases on bid group member(s) behalf with the appropriate supplier, including price, quantity and block term length, and to convey this information via email.

Bid Prices for Product #1 (specifically, the bid All-in Fixed Price) and for Product #2 (specifically, the bid Fixed Energy Charge shall be applicable to metered usage for billing purposes (and therefore the bid price shall include appropriate price adjustment for Line Losses) and shall also include 6.625% State Sales and Use Tax. For Product #2: a) the Fixed Adder shall be applicable to metered usage for billing purposes (and therefore the bid price shall include appropriate price adjustment for Line Losses), and shall also include 6.625% State Sales and Use Tax; and b) for the Block Energy Charge for billing purposes the metered kwh volumes shall be subject to gross-up for Line Losses, therefore, the bid Block Energy Charge

load, then 50% of actual energy usage will be priced at the bid Block Price and 50% of actual energy usage will be priced at the Index Energy Charge rate; d) elect to hedge 75% of load, then 75% of actual energy usage will be priced at the bid Block Price and 25% of actual energy usage will be priced at the Index Energy Charge rate; or e) elect to hedge 100% of load, then 100% of actual energy usage will be priced at the bid Block Price and 0% of actual energy usage will be priced at the Index Energy Charge rate.

shall not include a price adjustment for Line Losses (but shall include 6.625% State Sales and Use Tax). The pass-through Index Energy Charge (at Day-Ahead LMP) under Product #2 shall also be subject to a volume adjustment (i.e. gross-up of metered usage) for Line Losses for billing purposes. Suppliers shall bid accordingly.

Bid Prices shall be exclusive of distribution charges and other charges imposed by the Electric Distribution Company.

Suppliers who intend to bid on product #3 are requested to also submit a sample invoice that demonstrates how they will bill this product by October 26, 2026. The sample invoice should show how one or more blocks are billed along with Index Energy charge, losses and Fixed Adder charge.

Unbundled Pricing Back-up, Support and Verification: For pricing Products #1 and #2, Supplier shall be required to provide detailed monthly reports to the Energy Agent providing back-up and support, in a format acceptable to Kean and its Energy Agent, for the specific charges being passed-through to members, including specific references to authoritative PJM Regional Transmission Organization sources, to enable the Energy Agent to verify the accuracy and appropriateness of these charges.

Transmission Costs

Section 5.c. of the Electricity Model Supply Contract provides for the adjustment in the contract price in the event of a change in FERC-approved transmission NIT charges implemented after the Effective Date of the Agreement and, in such instance, Supplier may implement price adjustments pursuant to section 5.c. of the Model Supply Contract either via a one-time adjustment in the fixed (\$/kwh) Contract Price to reflect the resultant net change in average (\$/kwh) cost to provide Electric Generation Service to Customer over the remaining term of the contract directly caused by the change in FERC-approved transmission NIT charges, or via a separate line item to reflect a monthly incremental charge or credit for such changes in NIT and/or TEC charges. Note that this provision does not apply as Pricing Products #2 and #3 provide for pass-through of actual monthly transmission costs and lighting accounts, which are to be priced with Product 1, do not incorporate Transmission Costs into the price.

The Electric Bid Prices on the Pricing Forms included in Appendix B shall be inclusive of the 6.625% New Jersey Sales and Use Tax that became effective on 1/1/18 and an energy agent fee of \$0.0009/KWH for Electricity supply. The Bid Prices on the Pricing Forms included in Appendix B must be inclusive of the Energy Agent Fee payable to Gabel Associates. Specifically, for bids on the Unbundled, Pass-Through Capacity and Transmission Price Product, the Energy Agent Fee shall be included in the bid Fixed Energy Charge; and for the Unbundled, Pass-Through Capacity and Transmission Price with Load Following Percent of Actual Load Block and Index Product, the Energy Agent Fee shall be included in the bid Fixed Adder.

The University is specifying herein that the selected supplier shall render monthly invoices on a dual-billing basis (i.e. separate bills from supplier for supply). Supplier shall aggregate the monthly invoices for all of the

University's accounts being served into a single monthly bill package, with all applicable detail for each account, to be sent to the University at: Accounts Payable/Financial Services, Kean University, Administration Building, 2nd Floor, 1000 Morris Ave., Union, New Jersey, 07083.

The Model Supply Contract provides the opportunity for adjustments to the Contract Price for certain changes in law or regulation that have a direct impact on the cost of providing electricity supply service to retail customers in the applicable LDC territory subject to the right of the University to seek from Supplier verification of the change in law or regulation being claimed, and its impact on Supplier's net cost of providing Electricity Supply Service. Bid prices shall reflect those applicable laws and regulation in effect on the date of bid submission.

It is expected that suppliers will request historical usage information from the EDCs. It should be noted that such figures are historic load requirements at the facilities' meters and are based upon the best information provided by the LDCs. This historical usage information may not be the actual Full Requirements. Service to be used by the University's electricity accounts during the contract Term. Prospective bidders that submit a completed NOI form may seek historic usage information for the University's accounts directly from the electric utility. A Release Form can be furnished upon request by a prospective bidder.

It is also frequently noted within the data set of historical usage supplied by the utilities, certain accounts include less than 12 data points, i.e. missing one or more months of data. It is incumbent upon bidders to make normalized adjustments to the historical usage when preparing pricing and if awarded a contract, to forecasted usage. No consideration will be given for supplier material deviation charges due to historical usage anomalies such as but not limited to, missing months of historical usage; doubly billed months reflected in historical usage; or anomalies associated with utility billed usage corrections that are not updated in historical usage.

Since it is impossible to determine the precise quantities of Full Requirements Service that will be needed during the Term of the contract, the Supplier shall be obligated to furnish all of the University's requirements during the Term of the contract. The University shall purchase Full Requirements Service equal to its full requirements for its accounts under contract from the Supplier at the Contract Price.

Kean has retained Gabel Associates to assist it in procuring Full Requirements Service Kean Facilities. The Supplier must enter into a separate agreement with Gabel Associates under which the Supplier will pay Gabel Associates an energy agent. Gabel Associates shall be paid an energy agent fee of \$0.0009/KWH, paid by the winning supplier(s), payable on a monthly basis based upon the volume of electricity (KWH) invoiced by Supplier and paid for by the University in the prior month.

Appendix B contains the Bid Proposal Forms for Electricity⁴.

⁴ Bid Proposal Forms in electronic format, for purposes of bid submission, will be distributed to qualified Bidders prior to the date of bid submission.

I. SELECTION AND AWARD PROCESS

The award of a contract, if any, will be made by the University's Associate Vice President of University Procurement and Business Services, who has been authorized by the Kean University Board of Trustees to issue a contract award and execute an electricity supply contract. An award will be made, if at all, no later than 3:00 p.m. prevailing Eastern time on the same day(s) that Stage 2 bid proposals are received. The University's Associate Vice President of University Procurement and Business Services will issue (via email) a Notice of Award to the successful bidder by no later than 3:00 p.m. prevailing time on the same day that Stage 2 bid prices are received. The Notice of Award Letter issued by the University will be a binding commitment to execute the Form of Supply Contract with the selected supplier and will also represent a binding commitment on the part of the selected supplier to honor the bid price.

If awards are made, the University will select the contract term and pricing product that, in its sole judgment, is most advantageous to the University, and will award the contract to the lowest responsible and responsive bidder for that contract term and pricing product, which is that bidder whose bid materially conforms to all requirements of this RFB and offers the University the lowest cost of electric supply over the contract term. The University reserves the right to reject any and all bids to the maximum extent of its lawful discretion.

J. SIGNATURES

The University plans to use electronic signatures for award and will also accept electronic signatures for all bid submittals, provided that proof of signature authenticity (i.e. signature trail) is submitted along with the electronically signed forms.

K. ADDITIONAL ACCOUNTS

The University reserves the ability to add new electric accounts to the applicable contract that results from this RFB, at a later date, subject to the mutual written agreement between the selected supplier and the University as to price and start of service, consistent with applicable law.

APPENDIX A

BID TRANSMITTAL LETTER

(To be typed on Bidder's Letterhead)

DATE: _____, 2026

TO: KEAN UNIVERSITY

_____ (the "Bidder") hereby submits its bid (the "Bid") in response to the Request for Bids for the Provision of Electricity Supply Service ("RFB") issued by Kean University ("University") on October 16, 2026.

As a duly authorized representative of the Bidder, I hereby certify, represent and warrant as follows in connection with the Bid:

1. The Bidder acknowledges receipt of the RFB and the following addenda (if no addendum has been issued, state "None"):

Addendum No.: _____	Issuance Date: _____
Addendum No.: _____	Issuance Date: _____

2. The submittal of the Bid has been duly authorized by, and in all respects is binding upon, the Bidder.
3. If awarded the contract, the Bidder will execute the contract in the form included in Appendix C of this RFB (subject to any pre-bid addenda issued by the University) without exceptions.
4. Bidder agrees that it will provide evidence of compliance with affirmative action requirements to the University within three (3) business days of contract award.

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____

Date: _____

Appendix B

ELECTRICITY SUPPLY BID PROPOSAL FORM

[To be provided to Pre-Qualified Suppliers in Electronic Format Prior to the Bid Date]

Appendix B: Electric Pricing Form for RFB Issued 10/13/26
Contract Term: Dec 2026 MRD Start



SUPPLIER Please Enter Supplier Name Here

BID DATE 11/10/2026

Bid Group	Description	Price Description	Term Length, Starting Dec 2026		
Product #1: All-In Fixed Price			12 Month	17 Month	24 Month
Bid Group 3	PSE&G Lighting PSAL and BPL	All-In Fixed Price (\$/Kwh)	\$0.00000	\$0.00000	\$0.00000

Bid Group		Description	Term Length, Starting Dec 2026		
Product #2: Unbundled, Pass-Through Capacity and Transmission Price			12 Month	17 Month	24 Month
Bid Group 1	PSE&GBGS-RSCP GLP,LPLS	Fixed Energy Charge (\$/Kwh)	\$0.00000	\$0.00000	\$0.00000
Bid Group 2	PSE&GBGS-CIEP LPLP	Fixed Energy Charge (\$/Kwh)	\$0.00000	\$0.00000	\$0.00000

Bid Group		Description	Term Length, Starting Dec 2026		
Product #3: Unbundled, Pass-Through Capacity and Transmission Price w/ Load Following Percent of Actual Load Block and Index					
			12 Month	17 Month	24 Month
Bid Group 2	PSE&GBGS-CIEP LPLP	Fixed Adder (\$/Kwh)	\$0.00000	\$0.00000	\$0.00000
		LF% of Act Load Block Energy Charge (\$/Kwh)**	\$0.00000	\$0.00000	\$0.00000

Bid Group	Description	Price Description	Term Length, Starting Mar 2027		
Product #1: All-In Fixed Price			14 Month	21 Month	24 Month
Bid Group 3	PSE&G Lighting PSAL and BPL	All-In Fixed Price (\$/Kwh)	\$0.00000	\$0.00000	\$0.00000

Bid Group		Description	Term Length, Starting Mar 2027		
Product #2: Unbundled, Pass-Through Capacity and Transmission Price			14 Month	21 Month	24 Month
Bid Group 1	PSE&GBGS-RSCP GLP, LPLS	Fixed Energy Charge (\$/Kwh)	\$0.00000	\$0.00000	\$0.00000
Bid Group 2	PSE&GBGS-CIEP LPLP	Fixed Energy Charge (\$/Kwh)	\$0.00000	\$0.00000	\$0.00000

Bid Group		Description	Term Length, Starting Mar 2027		
Product #3: Unbundled, Pass-Through Capacity and Transmission Price w/ Load Following Percent of Actual Load Block and Index					
			14 Month	21 Month	24 Month
Bid Group 2	PSE&GBGS-CIEP LPLP	Fixed Adder (\$/Kwh)	\$0.00000	\$0.00000	\$0.00000
		LF% of Act Load Block Energy Charge (\$/Kwh)**	\$0.00000	\$0.00000	\$0.00000

Notes:
 Note 1: Bid Price(s) are for the Products as defined in the RFB and Model Supply Contract.
 Note 2: Please ensure that all prices are inclusive of NJ State SUT of 6.625%.
 Note 3: All prices submitted shall be inclusive of Energy Agent Fee of \$0.00085/kwh for remittance to energy agent.
 Note 4: If the County of Monmouth makes an award for Product #3 on bid day, they will choose to award a Load Following Block of either 0%, 25%, 50%, 75% or 100% of load.
 The same block price as presented herein, must apply to all Load Following Percent of Actual Load Block sizes under consideration.

APPENDIX C

FORM OF SUPPLY CONTRACT - ELECTRICITY

ELECTRIC GENERATION SERVICE AGREEMENT

BETWEEN

KEAN UNIVERSITY ("CUSTOMER")

AND

RETAIL ELECTRIC POWER SUPPLIER: _____

DATED NOVEMBER ____, 2026

This Electric Generation Service Agreement ("Contract") is entered into on November ____, 2026, by and between _____ ("Supplier") and the Kean University ("Kean" or "Customer") also referenced herein as "Party" or collectively as "Parties." This Contract incorporates the Electric Accounts from the Request for Bids for the Provision of Electricity Supply Service issued by Kean on October 16, 2026 ("RFB"), the Supplier's submittals in response to the RFB, and the Award Letter.

Definitions:

"Accounts" means the electric accounts (each given a unique number and point of delivery identification number by the EDC) of Customer that Customer elected to include in the RFB, and that are in the Bid Group(s) awarded to Supplier as a result of the Award Letter.

"Act" means the Electric Discount and Energy Competition Act, P.L. 1999, Chapter 23, approved February 9, 1999, Assembly, No. 16, as amended and supplemented.

"All-In Fixed Price" means an all-in fixed price per Kwh to cover all costs associated with providing Electric Generation Service, including energy, Line Losses, capacity, transmission, PJM ancillary services, RPS compliance costs, coordination costs, Supplier margin and collateral costs, all applicable taxes (including New Jersey State sales and use tax), duties and fees, and the Energy Agent Fee.

"Ancillary Services" means services provided by PJM, and charged by PJM to load, including but not limited to voltage regulation, to maintain the reliability of the high voltage transmission system under its control.

"Applicable Law" means any law, rule, code (including but not limited to, building codes), standard, regulation, requirement, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or legal entitlement issued or deemed to be issued by, any governmental body having jurisdiction, applicable from time to time to any obligations of the parties under this Contract.

"Award Letter" means the Award Letter issued by the authorized representative of the County, notifying Supplier of the bid award resulting from the RFB and memorializing the Contract Price, Bid Group(s), and contract term, attached hereto as Appendix A.

"Basic Generation Service" means Electric Generation Service that is provided pursuant to Section 9 of the Act to any customer that has not chosen an alternative electric power supplier, whether or not the customer has received offers as to competitive supply options, including, but not limited to, any customer that cannot obtain such service from an electric power supplier for any reason, including non-payment for services. Basic Generation Service is not a competitive service and is fully regulated by the NJBPU.

"Benchmark Quantity" or "BMQ" means Customer's expected Kwh electricity consumption for the Term, which will be determined by reference to Customer's 12 months of electricity consumption before the Effective Date as set

forth in Appendix A to the RFB or for new facilities, electricity consumption of comparable facilities during such 12-month period.

“Bid Group” means a grouping of Customer’s Accounts that have been aggregated into a single bid lot for bidding and contract award purposes, as set forth in the RFB.

“Billing Cycle” means, with respect to each Account, the monthly period between meter read dates during the Term of this Agreement.

“Consolidated Billing” means a single bill issued by the EDC for each account, which includes Supplier’s charges for Electric Generation Service in addition to EDC Distribution charges.

“Contract Price” means the Price(s) for Electric Generation Service set forth in the Award Letter.

“County’s Indemnified Persons” means the County and its directors, officers, elected and appointed officials, representatives, employees, principals, agents, consultants, successors and assigns.

“Day-Ahead Locational Marginal Price” means the hourly day-ahead spot energy market price applicable in the PJM transmission zone for the applicable EDC.

“Delivery Period” means the number of consecutive billing months in the contract identified in the Award Letter, commencing with the December 2026 meter read date for each Account.

“Delivery Point” means a point where the PJM transmission grid meets the EDC delivery system.

“Direct Damages” shall have the meaning set forth in Section 11 of this Agreement.

“Dual Billing” means a separate bill issued by Supplier which includes Supplier’s charges for Electric Generation Service. Under Dual Billing, the EDC renders a separate bill for EDC Distribution charges.

“EDC” means the electric distribution company, otherwise referred to as the electric utility, in whose service territory Customer’s accounts served under this Contract are located. Public Service Electric and Gas Company (“PSE&G”) is the EDC for Customer’s accounts.

“Electric Generation Service” means the provision of retail energy and capacity which is generated off site from the location at which the consumption of such electric energy and capacity is metered for retail billing purposes, including agreements and arrangements related thereto, which shall include NIT and Ancillary Services.

“Energy Agent” means Gabel Associates, Inc., a NJBPU-registered energy agent.

“Energy Agent Fee” shall mean the per kilowatt-hour fee as provided for in the RFB, which shall be included in the Contract Price, collected by Supplier and remitted by Supplier to the energy agent, Gabel Associates.

“FERC” means the Federal Energy Regulatory Commission.

“Force Majeure” shall have the meaning set forth in Section 10 of this Agreement.

“Kw” means a kilowatt.

“Kwh” means a kilowatt-hour, which is a standard measurement of electric energy consumption or production.

“Line Losses” means distribution system line loss factor for the applicable rate class and/or voltage level as defined

in the EDC tariff, adjusted to remove the mean hourly PJM marginal losses reflected in the applicable PJM Locational Marginal Price⁵.

“LMP” means the Locational Marginal Price which is the spot market energy price established by PJM for the applicable transmission zone.

“Loss” means any and all loss, liability, forfeiture, obligation, delay, fine, penalty, judgment, cost, expense, debt, demand, and damage of every kind whatsoever (including, without limitation, reasonable attorneys' fees, consultant fees, expert witness fees and court costs); provided, however, that "Loss" shall not include incidental, consequential or punitive damages.

“NIT” means Network Integration Transmission service tariffs approved by the FERC and implemented and assessed by PJM on load in the applicable EDC transmission zone, including any applicable surcharges such as RMR charges and transmission enhancement charges and credits.

“NJBPU” means the New Jersey Board of Public Utilities.

“PJM” means the PJM Interconnection, which is a regional transmission organization or “RTO” that coordinates the movement of electricity in all or parts of thirteen states in the Mid-Atlantic and surrounding regions and the District of Columbia.

“Renewable Portfolio Standards” or “RPS” means minimum percentages of various forms of renewable energy required to be included in each Electric Power Supplier’s energy portfolio pursuant to New Jersey State law and NJBPU regulations.

“Replacement Energy” means all Electric Generation Service provided by a third-party supplier or Basic Generation Service supplier through an Electric Distribution Company should Supplier not provide Full Requirements Service pursuant to this Contract for any reason whatsoever, other than Force Majeure, including, but not limited to, insufficient capacity, Supplier's default under this Agreement or the bankruptcy or insolvency of Supplier.

“Request for Bids” or “RFB” means the Request for Bids for Electric Supply Service issued by Customer on October 16, 2026.

“RPM” means the Reliability Pricing Model established and implemented by PJM to establish market prices for generation capacity.

“RMR” means Reliability Must Run charges assessed on suppliers by PJM.

“Term” has the meaning set forth in Paragraph 2.

“Termination Date” means the earliest of the following: (i) the last meter read date, as determined by the EDC, in the Delivery Period (ex. For a 24-month contract term/Delivery Period, the last December 2028 meter read date for any Account); or (ii) the date upon which this Agreement is terminated early pursuant to Section 11 of this Agreement.

1. **Nature of Transaction:** Customer and Supplier respectively agree to purchase and sell the full Electric Generation Service requirements for Customer’s accounts included in the RFB for the awarded Bid Group(s), set forth in the Award Letter. Supplier will serve as agent for Customer in accordance with the policies and procedures of Customer's electric distribution company ("EDC") in order to provide supply coordination functions, including, but not limited to, nominating, scheduling and balancing. Customer will utilize Supplier as its sole electricity

Supplier for all electrical requirements, net of any on-site, behind-the-meter renewable energy project generation, during the Term of this Contract for the Accounts listed on the Award Letter.

2. **Contract Term and Sales Period(s):** The initial Term of this Contract shall commence with the ___ December 2026 meter reading date or the ___ March 2027 meter reading date for each account covered by the Award Letter (the “Effective Date”), and shall continue until the ___ December 2027 (12-month Contract term), ___ May 2028 (17-month Contract term), or ___ December 2028 (24-month Contract term) meter reading date or May 2028 (14-Month Contract term), ___ December 2028 (21-Month Contract term), or March 2029 (24-month Contract term) (check one for selected term as indicated in the Award Letter, hereinafter referred to as the “Sales Period”). This Contract shall remain effective for the duration of any and all Sales Period(s) specified in the Award Letter(s). Moreover, the Term may be extended for a period of up to six (6) additional months, by the mutual, written consent of both parties, on the same terms and conditions as set forth herein. Any such extension shall be executed no less than 30 days before the termination date. If no such extension is executed, the Contract shall terminate at the end of its initial Term and Supplier shall initiate a drop of accounts to be effective at the end of the initial Term.

3. **Quantity:** Supplier shall tender for delivery to Customer, and Customer must accept for receipt from Supplier, the Customer's full Electric Generation Service requirements, as measured by the EDC meters, for Customer's Accounts.

4. **Contract Price:** For each kilowatt-hour (“Kwh”) and/or Kw of power, as applicable, delivered to and measured at the Customer's meter, Customer shall pay Supplier the Contract Price specified in Supplier's Bid submitted in response to the RFB and memorialized in the Award Letter attached hereto. The Contract Price includes all charges, fees and taxes that are imposed on the power prior to its delivery to Customer's EDC and shall also include the Energy Agent Fee. All taxes applicable to such power for which the taxable incident arises upon or after the Delivery Point, including but not limited to sales, use, transfer, gross receipts, or energy taxes will also be included in the Contract Price.

5. **Adjustments to Contract Price:** An adjustment to the Contract Price shall be permitted only under the following circumstances:

a) A legislated change in the current 6.625% State Sales and Use Tax (“SUT”), in which case the price adjustment shall reflect the difference between newly-enacted SUT rate and the 6.625% SUT rate in effect at the time Supplier submitted its Bid;

b) For an All-In Fixed Price product, in the event of a change of greater than 25% in the aggregate monthly Kwh usage of the Customer accounts receiving service under the Agreement and lasting more than two billing cycles (i.e. three billing cycles or more), and in the event the Supplier satisfies its burden of proof that a change of greater than 25% in the aggregate monthly Kwh usage of the Customer Accounts receiving service under the Contract has occurred relative to the BMQ, in which case the price may be adjusted to reflect the incremental cost of purchasing energy in excess of the 125% bandwidth at market, any incremental loss incurred by Supplier in re-selling unused energy below the 75% bandwidth at market. Suppliers will not be eligible to request a contract price change due to aggregate monthly Kwh usage changes resulting from the retirement of the existing solar system units; or

c) For an All-In Fixed Price product, a change in FERC-approved transmission NIT charges implemented after the Effective Date of the Contract. In the event of a price increase, Supplier may adjust the Contract Price upward, and in the event of a price decrease, Supplier must adjust the Contract Price downward, by an amount equal to the change in Supplier's direct total cost to provide Electric Generation Service to Customer directly caused by the change in FERC-approved transmission NIT charges, net of applicable

offsetting credits received by Supplier from PJM; or

d) A change in law, regulation or tariff implemented after the Effective Date that was unknown to Supplier on the date of the Award Letter and has a material impact on the cost to Electric Power Suppliers of providing Electric Generation Service to retail customers in the applicable EDC transmission zone(s) in which Customer's accounts are located. For this purpose, a material impact shall be a change in cost of no less than \$0.00005/Kwh. In the event of a price increase, Supplier may adjust the Contract Price upward, and in the event of a price decrease, Supplier must adjust the Contract Price downward, by an amount equal to the percentage change in Supplier's direct total cost to provide Electric Generation Service to Customer directly caused by the change in law. A change in law, regulation or tariff that was duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation to become effective without any further action by any governmental body at the time of, or prior to, the Bid is not eligible for such adjustment. In addition, if either Party or its activities related to this Contract are affected by any law effective after the Effective Date ("Change in Law") that makes performance of this Contract unenforceable or illegal, then either Party, without any payment obligation or other liability (other than payment for electricity received and performance of other transactions or other obligations incurred before termination), may terminate this Contract without the consent of, but with notice to, the other Party, upon 30 days prior written notice effective on the date of the Change in Law becomes effective.

e) Supplier shall provide a minimum of 30 days' written notice to Customer of an adjustment to the Contract Price under this Section. Supplier shall, upon request of Customer or its designated agent, provide reasonable documentation of the change in costs to provide Electric Generation Service asserted by Supplier pursuant to this Section and the related adjustments to the Contract Price implemented pursuant to this Section 5. Customer retains the right to review and dispute the validity of such adjustments, and to withhold payment of any disputed amounts during the pendency of any dispute in accordance with section 8 of this Contract.

f) Notwithstanding any use of the term 'Fixed Price,' "Fixed Energy Charge" or 'Fixed Adder' herein, Customer expressly acknowledges and agrees that this Contract constitutes "affirmative authorization" and "affirmative consent" as may be required by *N.J.A.C. 14:4-7.6(l)* and *14:4-7.12*, for price variability pursuant to this Section 5 of this Contract.

6. **Title, Possession and Control:** Supplier shall deliver Customer's electricity requirements to a "Delivery Point". The Delivery Point shall be on the EDC transmission system and will be determined at the time of scheduling. Title and risk of loss shall pass to Customer at the Delivery Point, and Customer shall be responsible for making arrangements to obtain delivery service to its facility from the Delivery Point under the applicable New Jersey Board of Public Utilities-regulated tariffs of Customer's EDC. Customer is responsible for all distribution and service charges imposed by Customer's EDC relative to the delivery of power to Customer's facility. Customer shall be responsible for and shall cooperate with Supplier in obtaining from its EDC metering and historical load information reasonably necessary to record values of consumed Kw and Kwh on a continuous basis necessary to allow for proper billing. Supplier shall not be responsible for any variation in the quality, including zero voltage, of the electric service provided by the EDC to Customer.

7. **Transportation Balancing and Overruns:** Supplier will be responsible for any and all charges or penalties imposed by Customer's EDC for failing to deliver Customer's power usage requirements to the Delivery Point on the EDC transmission system.

8. **Billing and Payment:** During the Term of this Contract, Supplier shall bill Customer on a monthly basis based on the prior month's delivery of electricity using a Dual Billing system, in accordance with the provisions of Section F of the RFB. The monthly billing periods shall correspond to the meter read dates of Customer's EDC. All

amounts due hereunder shall be paid within 60 days of the date of the invoice. . If an amount due is not received from Customer when due, Supplier may issue written notice to Customer, and Customer shall have a 30 business day cure period from date of receipt of such notice. Upon completion of the 30 business day cure period, if payment of overdue amounts is not made by Customer, Supplier may, subject to applicable New Jersey law and NJBPU regulations, suspend deliveries, terminate this Contract, and liquidate any power purchased for delivery to Customer during future periods. Notwithstanding the foregoing, deliveries shall not be curtailed, and interest shall not be accrued, and this Contract shall not be terminated, where Customer provides written evidence of a good faith billing dispute and pays the undisputed amount. Supplier shall not charge interest to the Customer on any disputed amount; provided however, that Supplier may, in its sole discretion, assess interest, calculated in accordance with the rate as set forth in this Section 8 above, on any unpaid disputed amount that is resolved in favor of Supplier, beginning on the original payment due date. In the event that disputed amounts are ultimately owed by Supplier to Customer, the Customer, at Customer's option, shall be repaid by Supplier with interest accrued, at the rate set forth in this Section 8 from the date of payment through the date repayment is received from Supplier, or shall receive a credit in the amount to be repaid with interest to be applied on future invoices. Any amounts determined owed, shall be paid within three business days of the date on which the dispute is resolved. In all cases, the parties shall use good faith efforts to resolve any dispute. In the event the parties are unable to resolve the dispute within ten days of the notice date, either party may begin legal proceedings to resolve the dispute, subject to Paragraph 14. In the event that a discrepancy or adjustment advised, specified or required by an EDC, or errors in arithmetic, computation, meter readings or other errors have occurred, Supplier shall have up to six months (twelve (12) months in the event of adjustment in meter readings by the EDC within that time period) from the termination date for each Account to submit to Customer a corrected or revised bill. No bills shall be submitted beyond six months (or twelve (12) months in the event of an adjustment in meter readings by the EDC) from the termination date.

9. **Credit:** If, at any time, Customer does not meet Supplier's commercially reasonable creditworthiness standards, Supplier may require Customer to provide credit assurance in a form and amount reasonably acceptable to Supplier, such as a letter of credit, third-party guarantee, deposit or prepayment, provided however, the form of credit assurance must be a form that can be provided by local government units under New Jersey law. The form of credit assurance shall be provided by Customer within 30 days of receipt of written notice from Supplier.

10. **Force Majeure:** Neither Party shall be liable for failure of performance due to causes beyond its reasonable control (force majeure), such as: failure of transmission grid or EDC distribution facilities; acts of God; fire; civil disturbances; terrorist acts or threats; labor dispute; labor or material shortage; sabotage; action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for such government action). A Party claiming inability to perform due to Force Majeure must provide the other Party with prompt notice (in no event more than 24hours later) stating the reason for its inability and must make reasonable efforts to promptly resolve such inability to perform. The Party must, within three business days, confirm such notice in writing, setting forth the full particulars in connection therewith, and shall subsequently give written notice of the cessation of the condition, at which time the parties will resume their obligations under this Contract.

Economic hardship, including, without limitation, Supplier's ability to sell power at a higher or more advantageous price than the Contract Price or Customer's ability to purchase Electric Generation Service at a lower or more advantageous price than the Contract Price, is not a force majeure event and shall not excuse a party's obligation to perform under this Contract. Failure of the Supplier to secure licenses, permits, approvals or similar authorizations necessary to perform its obligations under this Contract is not a force majeure event and shall not excuse the Supplier's performance under this Contract. A Force Majeure does not excuse obligations to pay for Electric Generation Service that has been delivered to and consumed by Customer.

11. **Failure to Perform - Exclusive Remedy:** If for an unexcused reason either Party fails to perform its obligations hereunder including, but not limited to, in the case of either party the filing of a voluntary bankruptcy petition, final adjudication of bankruptcy following the filing of an involuntary petition, non- compliance with

Applicable Law or, in the case of Supplier a failure to maintain its NJBPU-issued license or other pertinent State-issued licenses or certifications in good standing, the other Party may issue written notice to the non-performing party demanding performance. The non-performing party shall have 15 business days from the receipt of such written notice to cure the non-performance. In the event that the non-performing party does not cure the non-performance within this cure period, the other party may declare a default and terminate this Contract. In the event of termination for non-performance, the exclusive remedy of the party not in default in such event shall be: a) in the case of Supplier failure to perform, Direct Damages, if any, incurred by Customer defined as the positive difference, if any, between the price Customer, acting in a commercially reasonable manner, paid for Replacement Energy, and the Contract Price, multiplied by the quantity of power Supplier failed to deliver; or b) in the case of Customer's failure to perform, Direct Damages, if any, incurred by Supplier, defined as the positive difference, if any, between the Contract Price and the price Supplier, acting in a commercially reasonable manner, obtained from a replacement market, multiplied by the quantity of power not accepted by Customer. A Party shall act reasonably to minimize its damages, which shall include but not be limited to reasonable efforts to obtain Replacement Energy or a replacement market, where applicable. In calculating Direct Damages owed under this Section, Supplier shall net or aggregate, as appropriate: (i) any and all amounts owing between the parties under the Contract; (ii) any amount owed to Customer against any margin or other collateral provided by Customer and held by Supplier relating to the Contract; and (iii) any amount payable to Customer against any amount(s) payable by the Customer to Supplier under any other agreement or arrangement between the parties, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other.

No party shall be entitled to any damages or any remedy hereunder where performance of that party's obligations is excused by this Contract, or where performance of that party's obligations is either prohibited or excused by New Jersey or Federal law.

LIMITATION OF DAMAGES: IN NO INSTANCE AND FOR NO PURPOSE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER A CLAIM IS MADE OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE.

12. **Bankruptcy:** The Parties specifically agree that this Contract and all transactions pursuant hereto are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C., Section 101(25). If either Party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other Party shall be entitled to exercise its right to liquidate this Contract as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy Code.

13. **Notices:** Notice(s) required hereunder shall be in writing and shall be deemed properly made if telecopied, delivered personally or sent by regular, electronic, or certified mail to the following addresses:

Customer Representative:

Kean University

[Street Address]

[City, State Zip]

Phone: xxx-xxx-xxxx

E-Mail: [Rep email address]

Fax: xxx-xxx-xxxx

Supplier Representative:

[Rep Name]

[Rep Title]

[City, State Zip]

Phone: xxx-xxx-xxxx

E-Mail: [Rep email address]

Fax: xxx-xxx-xxxx

or to such other address or individual as any party may from time to time notify the other.

14. **Miscellaneous:** This Contract shall be construed in accordance with the laws of the State of New Jersey, without recourse to provisions governing choice of law. Any action brought in law or equity with respect to this

Contract shall only be filed in state or federal court in New Jersey. Venue shall be laid in the county of the Customer. Prior to the institution of such action, the parties shall agree to the Alternate Dispute Resolution procedure of mediation under the auspices of the American Arbitration Association, or such other agency upon which the parties may agree.

15. **Assignment:** No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld or delayed; provided, however, that Supplier may, without the consent of Customer, (i) transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Contract to an affiliate of the Supplier, or (iii) transfer or assign this Contract to any person or entity succeeding to all or a substantial portion of the assets of the Supplier. For any assignment or transfer to be valid pursuant to item (ii) or (iii) above, the assignee must (a) in the reasonable opinion of the County, be at least as creditworthy and have at least the same financial strength as the Supplier as of the date of such assignment, (b) assume in writing all of the obligations of the Supplier under this Agreement, and (c) be licensed to provide Full Requirements Service as required under this Contract in accordance with Applicable Law.

16. **Records Retention / Audit Rights:** Supplier shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment or for any period of time required by Applicable Law, whichever is longer. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. The County shall have the right, upon reasonable notice and at reasonable times, to examine the books and records of the Supplier and to make abstracts thereof to the extent reasonably necessary to verify the accuracy of any billing statement, payment demand, charge, payment or computation made under this Contract. Notwithstanding any other provision of this Agreement, the County's audit rights shall survive the expiration or earlier termination of this Contract by a period of one year.

17. **Counterparts:** This Contract may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

18. **Compliance:** Supplier agrees to comply with the Anti-Discrimination in Employment requirements of *N.J.S.A. 10:2-1*, set forth in Exhibit A attached hereto. Supplier also agrees to comply with the Equal Employment Opportunity requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27 et seq.*, set forth in Exhibit B attached hereto. Supplier also agrees to comply with the Americans with Disabilities Act requirements of 42 U.S.C. § 12101 *et seq.*, set forth in Exhibit C attached hereto. Supplier shall promptly and fully comply with all applicable statutes, ordinances, judgments, decrees, orders, rules and regulations of any legislature, court, agency or other governmental body having jurisdiction over the Supplier's activities, including, but not limited to, all billing, collection, environmental disclosure, "green power", and termination regulations of the BPU and PJM applicable to the services being provided by the Supplier hereunder. Whenever performance of an obligation of the Supplier requires the consent or approval of any governmental agency or body, the Supplier shall promptly obtain such consent or approval.

19. **Indemnification:** Supplier agrees to indemnify, defend and hold harmless each of the County's Indemnified Persons from and against any and all Losses related to this Contract, caused in whole or in part by the Supplier's action(s) or failure(s) to act, and any and all claims of title of any person in connection with the Electric Generation Service sold hereunder or any other charges thereon which attach before title passes to the County. The Supplier also agrees to indemnify and hold harmless each of the County's Indemnified Persons from and against all damages, claims, suits and costs, including counsel fees, to which they may be put by reason of (a) injury to persons or property due to the actual or alleged carelessness or negligence of the Supplier, its servants or agents, or (b) the

Supplier's actual or alleged failure to pay its workers, suppliers or subcontractors for labor or materials provided to the County. The County shall indemnify Supplier to the extent permitted by law for any and all Losses related to this Contract, to the extent such Loss is due to the County's negligence or breach of this Contract. These Indemnification provisions shall survive the expiration or earlier termination of this Contract.

20. **Waiver:** No waiver by any party hereto of any one or more defaults by any other party in the performance of any provision of this Contract shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any party hereto to complain of any action or non-action on the part of any other party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the party so failing. A waiver of any of the provisions of this Contract shall only be effective if made in writing and signed by the party who is making such a waiver.

21. **Annual Campaign Contribution Disclosure Requirements:** Pursuant to N.J.S.A. 19:44A- 20.27, Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

AGREED AND ACCEPTED:

AGREED AND ACCEPTED:

CUSTOMER: _____

SUPPLIER: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

APPENDIX D

PART 1

Form 1: Notice of Intent to Bid

(Note: submission of this form indicates a non-binding expression of interest in responding to the Kean University (the "University") Request for Bids for the Provision of Electric Supply dated October 16, 2026)

Supplier Contact Information:

Name of Supplier: _____

NJBPU Electricity Supplier License No.: _____

Supplier Representative/Contact for RFB:

Name/Title: _____

Address: _____

Phone: _____

FAX No.: _____

Email: _____

Signature: _____

Date: _____

Submission of this Notice of Intent to Bid ("NOI") will place the Supplier Representative indicated above on the Bid Distribution List for the RFB. Submission of this NOI indicates an expression of interest in responding to the RFB, but does not bind the Supplier to respond to the RFB. However, submission of this NOI, by no later than 5:00 p.m. on October 26, 2026 in accordance with Sections D and E of the RFB, is required in order for a Supplier to be eligible to submit Stage 2 bid pricing.

APPENDIX D

PART 2

KEAN UNIVERSITY
DOCUMENT CHECKLIST

- A. Failure to submit the following documents and sign this sheet may result in the Proposal being deemed non-responsive. Vendors are required to ensure that all compliance requirements have been met.

Required with submission of Proposal (Owner's "X")		Document	Vendor Shall Initial Each Item Submitted with Proposal
Form Provided By KU	Form Provided by Vendor		
X		Bid Proposal Form (Included in Appendix B)	
X		Offer and Acceptance Page	
X		Confidentiality and Commitment to Defend Form	
X		Ownership Disclosure Form	
X		Source Disclosure Form	
X		Affirmative Action Questionnaire	
X		Exhibit A – Mandatory Equal Employment Opportunity Language – Goods, General Services, and Professional Services Contracts	
X		Non-Collusion Affidavit/No Warranty of Solicitation (form must be Notarized)	
X		Business Ethics Guide Certification	
	X	NJ Business Registration Certificate for Contractor and Subcontractor (REQUIRED TO BE SUBMITTED PRIOR TO AWARD)	
X		Acknowledge Receipt of Addendum (Included In Appendix A)	
	X	Include Bid Security, if applicable	
	X	Vendor Financial Qualification Statement	
X		Disclosure of Investigations and Other Actions Involving Vendor Form	
X		Disclosure of Investment Activities in Iran Form	
X		Subcontractor Utilization Form	
X		Form W-9 – Request for Taxpayer Identification Number and Certification	
X		MacBride Principles Form	
X		Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	

- B. Signature: The undersigned hereby acknowledges and has submitted the above-listed requirements.

Name of Vendor: _____

Print Name & Title: _____

Authorized Representative Signature: _____

Date: _____



OFFER AND ACCEPTANCE PAGE

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

TO THE STATE OF NEW JERSEY:

Name of Bidder/Contractor _____
Address _____
City, State, Zip Code _____
Phone Number _____
Fax Number _____
Email Address _____
FEIN _____
Print Name & Title of Authorized Representative _____
Signature Authorized Representative _____

By submitting a Quote the Bidder certifies and confirms that:

1. It has read, understands, and agrees to all terms, conditions, and specifications set forth in the Bid Solicitation and the State of New Jersey Standard Terms and Conditions and agrees to furnish the goods, products, and/or services in compliance with those terms;
2. It has complied, and will continue to comply, with all applicable laws and regulations governing the provision of State goods and services, including the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28;
3. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Contractor/Bidder or any other party;
4. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the Quote submission;
5. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;
6. The Quote is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote;
7. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not, to Bidder's knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any Contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any Contract;
8. The Bidder's failure to meet any of the terms and conditions of the Contract shall constitute a breach and may result in suspension or debarment from further State bidding; and
9. A defaulting Contractor may also be liable, at the option of the State, for the difference between the Blanket P.O. price and the price bid by an alternate Vendor {Bidder} of the goods or services in addition to other remedies available.

ACCEPTANCE OF OFFER *(For State Use Only)*

The Offer above is hereby accepted and now constitutes a Contract with the State of New Jersey. The Contractor is now bound to sell the goods, products, or services in accordance with the terms of the Bid Solicitation and the State of New Jersey Standard Terms and Conditions. The Contractor shall not commence any work or provide any good, product, or service under this Contract until the Vendor Contractor complies with all requirements set forth in the Bid Solicitation and receives written notice to proceed.

Contract/Master Blanket Purchase Order Number _____

Award Date _____

Effective Date _____

State of New Jersey Authorized Signature _____

Print Name and Title _____



CONFIDENTIALITY AND COMMITMENT TO DEFEND

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # & TITLE:

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609 (1988), Company must also indicate the following with respect to the requested exemption:

- (1) the extent to which the information is known outside the owner's business;
- (2) the extent to which it is known by employees and others involved with your business;
- (3) the extent of the measures taken by your firm to guard the secrecy of the information;
- (4) the value of the information to your firm and your competitors;
- (5) the amount of effort or money expended by your firm in developing the information; and
- (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The State reserves the right to make the final determination as to what is and is not subject to public disclosure under OPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the State will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The State will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select **one** of the following:

☐ The Company's Quote **does not include** any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.

OR

☐ The Company's Quote **does include** confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and or line; and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the State of New Jersey arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the State of New Jersey, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the State against any judgments, costs, or attorneys' fees assessed against the State in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the State, which are the subject of a request for government records under OPRA.

The Company makes the forgoing agreement with the understanding that the State may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the State arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.

Company Name

Signature

Date

Print Name and Title



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | ☐ | ☐ |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | ☐ | ☐ |
| 3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | ☐ | ☐ |

If you answered **YES** to Question 3, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

- | | YES | NO |
|---|--------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | ☐ | ☐ |

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

5. As an alternative to completing this form, a Vendor 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 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary



SOURCE DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

☐

All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.

☐

Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the United States *	Reason Why the Service(s) Cannot be Performed in the United States *

***Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.**

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the Division of Purchase and Property. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

AFFIRMATIVE ACTION

QUESTIONNAIRE

THE _____ WILL SUPPLY THE NECESSARY FORMS
WHICH SHALL BE RETURNED BEFORE A CONTRACT CAN BE AWARDED.

1. Our Company has a federal Affirmative Action Plan approval.

_____ YES _____ NO

- A. IF YES, SUBMIT A PHOTOSTATIC COPY OF SAID PROPOSAL.

2. Our Company has a New Jersey State Certificate of Approval.

_____ YES _____ NO

- A. IF YES, SUBMIT A COPY OF THE NEW JERSEY STATE CERTIFICATE
(Certificate of Employee Information Report)

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

_____ Please send our Company an Affirmative Action form for our
completion. (AA302 – Affirmative Action Employee Information
Report.)

The Affirmative Action Affidavit for Suppliers having less than fifty employees is no longer acceptable, a New Jersey Certificate of Approval or AA302 is required.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (*Cont*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

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

Signature

Print Name & Title

Company

Date

NON-COLLUSION AFFIDAVIT/WARRANTY OF NO SOLICITATION

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)
the bidder making this Quotation for the bid entitled _____,
(title of bid)

and that I executed the said Quotation with full authority to do so 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 named project; and that all statements contained in said Quotation and in this affidavit are true and correct, and made with full knowledge that Kean University relies upon the truth of the statements contained in said Quotation and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such 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 _____.
(name of firm)

Subscribed and sworn to

before me this day

_____, 2 _____

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

CERTIFICATION BY THE VENDOR OF COMPLIANCE WITH
BUSINESS ETHICS GUIDE

I certify that as the vendor submitting this bid proposal and the vendor being awarded the contract that _____ (Name of Vendor) is in compliance with the Business Ethics Guide set forth on the Division of Purchase and Property website at <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf> and that _____ (Name of Vendor) shall comply with the Business Ethics Guide during the term of the contract. I certify that, to the best of my knowledge and belief, the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Authorized Representative of Vendor

Name of Vendor

Dated: _____

**NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
BUSINESS ETHICS GUIDE**

SECTION 1: INTRODUCTION

As the standard of procurement transactions is to ensure a level playing field for all parties, this Business Ethics Guide ("Guide") covers a wide range of practices and procedures to guide all employees, officers, and directors of companies transacting or seeking to transact business with the State of New Jersey. All company employees, officers, and directors must obey the laws, regulations, and policies of the agencies with which they seek to do business. All Bidders submitting proposals in response to a solicitation will be required to certify that they have complied, and will continue to comply, with all applicable laws and regulations governing the provision of State goods and services, including the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

Although the applicable provisions of the Conflicts of Interest Law are drafted in detail, here are the basic guiding principles:

- You may not profit from a State employee's conflict of interest.
- You may not "wine and dine" State employees.
- You may not pay or give a State employee anything for the performance of his or her official duties.
- You may not make political contributions that contravene State Pay-to-Play laws. A condition of contract award is Vendor compliance with the requirements of P.L.2005, c.51 (N.J.S.A. 19:44A-20.13-20.25).
- You may not profit, directly or indirectly, from the use of any secret or confidential knowledge or data of the State that a State employee has willfully disclosed.
- You should report any illegal or unethical behavior or any violation of the State's ethics and business codes to the State Ethics Commission ("Commission"), by calling the hotline at (888)223-1355 established for this purpose.

This Guide reflects current Conflicts of Interest Law. It will be supplemented appropriately to reflect subsequent legislative changes; however, you are responsible for knowing and understanding the current law.

SECTION 2: DEFINITIONS

The Division of Purchase and Property ("Division") transitioned to NJSTART, the State's new eProcurement solution during the Summer of 2016. As a result of that transition, some of the terminology used in NJSTART and the Division's RFP documents may change. In Section 2, please note that items in {brackets} refer to original terminology.

Bidder: An individual or business entity submitting a proposal in response to a RFP or other solicitation issued by the Division.

Bid or Bid Solicitation {RFP or Solicitation} – In NJSTART, the series of documents, which establish the bidding and Blanket P.O. {Contract} requirements and solicits quotes {proposals} to meet the needs of the Using Agencies as identified herein, and includes the Request for Proposal, State of New Jersey Standard Terms and Conditions (SSTC), price schedule, attachments, and bid amendments {addenda}.

Consultant: A State contractor engaged by a State agency to provide expert advice of a professional and technical nature in a subject area.

Contractor: A Bidder awarded a contract resulting from a Request for Proposal (RFP) or other solicitation. May also be referred to as Vendor.

Director: Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority, is the chief contracting officer for the State of New Jersey.

Division: The Division of Purchase and Property.

Evaluation Committee: A committee established to review and evaluate quotes {proposals} submitted in response to an RFP and to recommend a contract award to the Director or Deputy Director.

NJSTART: The State's new eProcurement solution, which allows Bidders to submit quotes {proposals} in response to a Bid Solicitation as well as securely store forms and certifications in its online profile.

Request for Proposal (RFP): The document which establishes the bidding and contract requirements and solicits proposals to meet the purchasing needs of the State using agencies.

Solicitation: The method by which the Division, or an entity with contracting authority, invites bidders to submit offers in response to a Using Agency's need for goods or services. These may include, but not be limited to, Requests for Proposal (RFP), Requests for Quotation (RFQ), and joining a cooperative procurement agreement.

State Agency: Any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department.

Subcontractor: An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O. {Contract}, while retaining full responsibility for the performance of all [the Vendor's {Contractor's}] obligations under the Blanket P.O. {Contract}, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

SECTION 3: OVERVIEW AND GENERAL CONDUCT

This Guide is designed to help Vendors, Bidders, Contractors, Consultants, and other entities familiarize themselves with some key parts of the New Jersey ethics standards as they apply to both themselves and to employees of the Executive Branch of State Government. If you do business with the Executive Branch, are regulated or licensed by, receive grants from, or lobby State agencies, or if you are considering hiring current and former State employees, this Guide is for you.

This Guide is not meant to serve as formal advice or as a substitute for your own legal counsel. Rather, it provides general information and does not have the force and effect of law. It does not replace any laws or rules or regulations, and it does not address every ethical restriction contained in the laws, rules and regulations it summarizes. Further, it does not cover the requirements contained in any particular agency's ethics code. Ethical issues may also be addressed in procurement, personnel, and travel rules, as well as in open meetings, open records, and criminal laws. In addition, members of particular professions (e.g., lawyers and accountants) are subject to their own codes of professional responsibility.

In this Guide, we use the term "State employee" to refer to State officers and employees and special State officers and employees who are subject to the ethics laws and rules discussed in this Guide. As a practical matter, virtually all employees and appointees in the Executive Branch of New Jersey State Government are "State employees."

SECTION 4: GENERAL STANDARDS

As a private sector entity dealing with State agencies, you must not:

- induce or attempt to induce any State employee to violate the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28, or any code of ethics promulgated thereunder;
- influence, or attempt to influence or cause to be influenced, any State employee in his or her official capacity in any manner which might tend to impair his or her objectivity or independence of judgment;
- cause or influence, or attempt to cause or influence, any State employee to use, or to attempt to use, his or her official position to secure unwarranted privileges or advantages for you or any other person or entity; or
- undertake, directly or indirectly, any private business, commercial or entrepreneurial relationship with, or sell any interest in your business to:
 - a State employee who has any duties or responsibilities in connection with the purchase, acquisition, or sale

of any property, good or service by or to any State agency; or

- any person, firm, or entity with which that State employee is employed or associated, or in which he or she has an interest.

A State employee may apply to the Commission for a waiver of this particular restriction, and the Commission may grant the waiver if it finds that the business relationship does not present a potential, actual, or appearance of a conflict of interest. If you enter into a business relationship that contravenes this rule, you must promptly report it in writing to the Commission. Contact information for the Commission may be found at <http://www.state.nj.us/ethics/about/contact/>.

SECTION 5: CONSULTANTS

Consultants may be used in a variety of ways. Consultants may take on an advisory role and assist State agencies in the development of a scope of work that may form the basis of a Bid Solicitation/RFP. Consultants may also be asked to serve as non-voting technical advisors on an Evaluation Committee once an RFP has been completed and proposals have been received from interested Bidders. While Consultants provide valuable expertise, certain steps must be taken in each of these scenarios to avoid the appearance of impropriety and to protect the integrity of the procurement process.

SECTION 5.1: Consultants and RFP Development

Consultants can provide State agencies with expert assistance in the development of complex technical scopes of work to be used as the basis of an RFP or other solicitation. However, State agencies must be mindful that while consultants may assist in scope of work development, it is ultimately the responsibility of the State agency to develop and deliver the scope of work to the Division. Further, any materials developed by a Consultant during the course of its work remain the property of the State and cannot be distributed to any outside party. Consultants engaged by State agencies for purposes of assisting in RFP development may be required to execute a confidentiality agreement prior to the commencement of work. In addition, Consultants and any parent, subsidiary, or affiliate companies, cannot submit a response to an RFP that the Consultant was hired to help develop.

SECTION 5.2: Consultants and Evaluation Committees

Consultants may assist State agencies in the evaluation of proposals received in response to complex and technical RFPs. In order for a Consultant to be approved to participate in the evaluation process, both the firm as a whole and the individual intending to take part in the evaluation process must complete the *Consultant Personal and Business Relationships Disclosure Form*. These forms, along with the resume of the individual(s) intending to take part in the evaluation process, must be forwarded to the Division's Business Ethics Officer for review and approval. Once approved, Consultants can take part in the evaluation process as a non-voting technical advisor only. Further, any materials developed by a Consultant during the course of its work remain the property of the State and cannot be distributed to any outside party. Consultants engaged by State agencies for purposes of assisting in RFP development may be required to execute a confidentiality agreement prior to the commencement of work.

SECTION 6: GIFTS, FAVORS, SERVICES, AND OTHER THINGS OF VALUE

Do not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, honorarium or other thing of value of any kind to:

- any State employee or any member of his or her immediate family (i.e., a spouse, child, parent, or sibling residing in the same household as the employee); or
- any partnership, firm, or corporation with which the State employee is employed or associated, or in which he or she has an interest. Some things of value are clear, such as money, stock, debt forgiveness, real estate, or automobiles; but other things of value may be less obvious, including offers of employment, loans, labor, rebates, price discounts, entertainment, or meals.

The effect of this principle is that you must not send holiday gifts, office-warming gifts, tokens of appreciation, or other things of value to State employees or State agencies. In addition, it is improper to invite State employees to meals, parties, sporting events, theatrical performances, and similar social functions.

A State employee can accept items of nominal value from you or contract with you under the same terms and conditions that you offer or make available to members of the general public, provided that the item or contract does not violate any other Commission guideline or a particular agency's ethics code. For example, State employees can take advantage of cell phone rate packages offered to "all public employees" and government rates offered by hotel chains. State employees can also accept nonalcoholic beverages and snack items (e.g., coffee, doughnuts, and cookies) at meetings or site visits, but they cannot accept meals.

If any State employee solicits you for a fee, commission, compensation, gift, gratuity, favor, or other thing of value, you are required to report the occurrence promptly, in writing, to the Attorney General at <https://www.njoag.gov/about/divisions-and-offices/division-of-criminal-justice-home/report-crime/> and to the Commission at ethics@ethics.nj.gov.

State employees may accept payment or reimbursement for travel expenses from a private sector entity under very limited circumstances. In each case, the employee must secure prior approval from his or her agency. The rules governing travel expenses, N.J.A.C. 19:61-6.1 et seq., are available at <http://www.state.nj.us/ethics/statutes/rules/>.

SECTION 7: OFFERS OF EMPLOYMENT

SECTION 7.1: Current State Employees

If you offer a job to a State employee, be aware that job negotiations create a financial interest for that employee. To that end, the employee will no longer be able to act in the State's interest concerning your company. Please also note that State employees must secure prior approval through their management and Ethics Officer for secondary employment. Depending on your relationship with the employee's agency, your employment offer may be disapproved, and the State employee could be screened from taking any official action with respect to your contracts, applications, or matters in the future.

SECTION 7.2: Former State Employees

After leaving State service, State employees are under a lifetime ban against the use or provision of information acquired during their State employment that is not generally available to the public. Further, former State employees are prohibited from representing or assisting a person concerning a particular matter if they were substantially and directly involved in that particular matter while in State employment. There is also a one-year ban prohibiting certain high ranking officials from involvement with any matter involving the former State agency in which he/she served.

SECTION 7.3: Casino-Related Restrictions

The Casino Control Act and the Conflicts of Interest Law place restrictions on the employment of current State employees, their immediate family members, and former State employees and their immediate family members, by holders of and applicants for casino licenses. However, there are statutory provisions that permit waivers of some of these restrictions by the Commission. In addition, there are restrictions on benefits that can be passed to State employees by holders of and applicants for casino licenses. Questions about these restrictions should be addressed to the Commission, at P.O. Box 082, Trenton, New Jersey, 08625-0082, or at ethics@ethics.nj.gov.

SECTION 8: PENALTIES

The Commission has the authority to impose penalties on private sector entities and individuals, and it can refer such cases to appropriate agencies when a violation is punishable by law. Violations of some of the above-described standards can result in the violator's criminal prosecution, and/or suspension, disqualification or debarment from doing business with any State agency.

Last Updated: Friday, January 12, 2024



DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

**Attach Additional Sheets If Necessary.*

PART 2

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?
5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3

DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME	_____
CONTACT NAME	PHONE NUMBER
CASE CAPTION	_____
INCEPTION OF THE INVESTIGATION	CURRENT STATUS
SUMMARY OF INVESTIGATION	_____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



SUBCONTRACTOR UTILIZATION FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME:	_____	
ADDRESS:	_____ _____	
PHONE NUMBER:	_____	FEIN: _____
EMAIL:	_____	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	_____	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	_____ _____	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?		
IF YES, SMALL BUSINESS CATEGORY: _____		
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?		

SUBCONTRACTOR'S NAME:	_____	
ADDRESS:	_____ _____	
PHONE NUMBER:	_____	FEIN: _____
EMAIL:	_____	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	_____	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	_____ _____	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?		
IF YES, SMALL BUSINESS CATEGORY: _____		
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?		

SUBCONTRACTOR'S NAME:	_____	
ADDRESS:	_____ _____	
PHONE NUMBER:	_____	FEIN: _____
EMAIL:	_____	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	_____	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	_____ _____	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?		
IF YES, SMALL BUSINESS CATEGORY: _____		
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?		

**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.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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	Date
------------------	--------------------------	------

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under “*By signing the filled-out form*” 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



MACBRIDE PRINCIPLES FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

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

APPENDIX E

ACCOUNT LIST

(To be provided in electronic file to NJBPU-licensed electric suppliers that submit a completed Notice of Intent to Bid)

FOR INFORMATIONAL PURPOSES ONLY