



KEAN

**BID FOR PROFESSIONAL SERVICES
CONSTRUCTION MANAGEMENT**

Bid No. K26-10-12-1

Event	Date	Time
Deadline for Questions and Inquiries	10/22/2026	12:00 p.m.
Bid Submission/Bid Opening Date	11/05/2026	2:00 p.m.

Dates are subject to change. All changes will be reflected in Addenda to the Bid.

Small Business Set-Aside	Status	Category
	X Not Applicable ☐ Entire Contract ☐ Partial Contract ☐ Subcontracting Only	☐ I ☐ II ☐ III

Bid Issued By:

University Procurement and Business Services
1000 Morris Avenue
Union, NJ 07083
Tel. No. (908) 737-5050

Date: October 15, 2026

KEAN UNIVERSITY
CONSTRUCTION MANAGEMENT
Bid No. K26-10-12-1

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1.0 **PURPOSE AND INTENT**

The purpose of this Bid is to solicit Bids from qualified Bidders, experienced in construction management. The contract resulting from this Bid will provide that the successful Bidder shall have the right to provide, as an independent contractor, Kean University (“the University”) with construction management services.

2.0 **KEY DATES**

- 2.1 Pre-Bid Conference: The purpose of the Pre-Bid Conference is to provide a general overview of the Bid and to address questions concerning the scope of services. The Pre-Bid Conference will be:

Date: October 19, 2026

Time: 10:00 a.m.

LINK: <https://kean-edu.zoom.us/j/96169307937>

DIAL-IN: +1 312-626-6799

Meeting ID: 961 6930 7937#

A Pre-Bid walkthrough will be held on October 20, 2026, at 9:00 a.m. at Kean Jersey City, Vodra Hall, Room 211, 2039 John F. Kennedy Boulevard, Jersey City, New Jersey 07305. Attendance at the walkthrough is recommended but not mandatory. Bidders are encouraged to attend to familiarize themselves with the project sites.

2.2 **Questions and Inquiries:**

It is the policy of Kean University to accept questions and inquiries in writing from any and all potential Bidders. All written questions must be submitted via email to University Procurement and Business Services at procurementbids@kean.edu by **12:00 p.m. on October 22, 2026**. The subject line of your email must read **“BID QUESTIONS – Bid No. K26-10-12-1.”** No written questions will be accepted after this time.

2.2.1 Questions will be answered, in writing, by an addendum, which will be made available to all potential Bidders on our website at <https://www.kean.edu/offices/university-procurement-and-business-services/Bid-opportunities> and advertised in accordance with applicable law.

2.2.2 Telephone inquiries will not be accepted.

2.3 Submission of Bid:

In order to be considered for award your Bid must be submitted **via email to procurementbids@kean.edu** as an attachment in PDF format and must be received by University Procurement and Business Services by the required time. **This Bid submission is due by 2:00 p.m. on November 5, 2026.**

Bids will be publicly opened via teleconference. Any person(s) wishing to participate in the public Bid opening process may do so by using the following dial-in information on the date and time specified above

LINK: <https://kean-edu.zoom.us/j/93220032308>

DIAL-IN: +1 646-931-3860

MEETING ID: 932 2003 2308#

3.0 **CONTRACT AND BID INFORMATION**

3.1 Issuing Office

This Bid is issued by University Procurement and Business Services of Kean University. That issuing office is the sole point of contact for purposes of this Bid.

3.2 Bid Preparation

Bids shall be submitted **via email to procurementbids@kean.edu** as an attachment in PDF format. The subject line of your email must read “**BID SUBMISSION – Bid No. K26-10-12-1.**”

The Bidder must include in the submission all items required by the specifications and Document Checklist.

Except in case of emergency, Bidders have the right to challenge award of Contract to the awarded Bidder on specific and valid grounds. See Section 4.7.

Bids shall remain open for acceptance and may not be withdrawn for a period of sixty (60) days after Bid Opening Date.

Bids not submitted and filed in accordance with instructions contained herein and, in the Advertisement, will be considered informal and rejected as non-responsive in accordance with applicable law.

3.3 Rejection of Bids

Kean University reserves the right to reject any or all Bids, waive any minor technicalities, or award a contract in whole or in part, if deemed most advantageous to the University, price and other factors considered.

3.4 Cost Liability

Kean University assumes no responsibility and no liability for costs incurred by Bidders prior to issuance of an agreement, contract, or purchase order. The Bidders will be responsible for all costs associated with the preparation and submission of the Bids.

3.5 Addendum/Revisions for Bid

There are no designated dates for release of an addendum. In the event it becomes necessary to revise any part of this Bid, such revisions will be provided as an addendum to all Bidders who received the initial Bid, which will be advertised in accordance with N.J.S.A. 18A:64-65(b).

It is the sole responsibility of the Bidder to be knowledgeable of any addenda issued related to the Bid.

3.6 Response Date

In order to be considered for selection, Bid submissions must arrive at the issuing office in accordance with the instructions set forth in this Bid on or before the date and time specified.

3.7 Bid Submission

Withdrawal. A Bidder may request to withdraw its Bid prior to opening. Such request must be made in writing to the Associate Vice President of University Procurement and Business Services. If the request is granted, the Bidder may submit a revised Bid as long as the revised Bid is received prior to the announced date, time, and place specified for the opening of Bids, as detailed above in Section 2.3.

3.8 Acceptance of Bid Content

The contents of the Bid of the successful Bidder will become a part of any contract awarded pursuant to these specifications unless the University takes specific exception. Any specific exception taken by the University shall be noted and incorporated into the formal contract resulting from this Bid. In the event of an inconsistency between the terms of this Bid and a Bidder's response, the terms of this Bid shall govern.

3.9 Contents of Bid

Subsequent to Bid opening, all information submitted by a Bidder in the Bid submission is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A 47:1A-1 et seq., and common law.

A Bidder may designate specific information in its submission as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the Bidder accordingly. The location in the submission of any such designation should be clearly stated in a cover letter. The University will not honor any attempt by a Bidder, either to designate its entire submission as proprietary, and/or to claim copyright protection for its entire submission.

By signing the signature page of the submission, the Bidder waives any claims of copyright protection set forth within the manufacturer price list and/or catalog, if applicable.

3.10 Economy of Preparation

Bid submissions should be clear and to the point, providing a straightforward, concise description of Bidder's capabilities to satisfy the requirements of the Bid. Emphasis should be on completeness and clarity of content.

3.11 Oral Presentation

Bidders who submit Bids in response to this Bid may be required to give an oral presentation of the submission. This will provide an opportunity for the Bidder to clarify or elaborate on its Bid submission but will not in any way change the Bidder's original submission. The issuing office will schedule the time and location of any oral presentations, if applicable. This presentation may also include an inspection of Bidder's facilities or similar operations if deemed to be necessary. The University shall have sole discretion in determining if oral presentations are required for this Bid.

3.12 Prime Bidder's Responsibilities

The successful Bidder will be required to assume sole responsibility for the complete effort as required by this Bid. The University will consider the selected Bidder to be the sole point of contact regarding contractual matters.

3.13 Subcontracting

The successful Bidder who is awarded a contract under this Bid shall not subcontract the contract, in whole or in part, without the prior written consent of the University. Such consent, if granted, shall not relieve the Bidder of any of its responsibilities under the contract.

3.14 Assignment

The successful Bidder is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of an awarded contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the previous written consent and approval of the University. Money due or to become due to the successful Bidder hereunder shall not be assigned for any purposes whatsoever.

3.15 Price Changes

All pricing charged to the University shall be firm and not change without the University's written approval. This provision is applicable to any contract extensions granted to the successful Bidder.

3.16 Accounting Records

3.16.1 The successful Bidder is required to maintain accounting records and other evidence pertaining to costs incurred on the contract and to make the records available to the University at all reasonable times during the contract period and for five (5) years from the date of the final payment.

3.16.2 The successful Bidder shall maintain all documentation related to products, transactions, or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

3.16.3 The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of the successful Bidder's records during the contract period and for five (5) years from the time of the final contract payment.

3.17 Ownership of Materials

Ownership of all data, materials and documentation originated and prepared for the University pursuant to this contract shall belong exclusively to the University.

3.18 Award of Contract and Contract Period

- 3.18.1 In executing a contract, the successful Bidder agrees to perform the work to the satisfaction of Kean University and to complete the work in a timely manner as required by the University.
- 3.18.2 The contract will be for a two-year term commencing with the formal date of award. This contract may be extended for up to one (1) year as deemed permissible under the standing operating rules and procedures adopted by the Kean University Board of Trustees, and upon the written agreement of both parties. The approximate starting date of this contract shall be December 7, 2026. The work shall be 100% completed and billed by December 2, 2028. Should the University decide to renew this contract, notice will be given to the Bidder no later than ninety (90) days prior to the termination of the current term. The Bidder shall indicate acceptance in writing within thirty (30) days after the notice of the proposed renewal. In the event the contract term is renewed, all the original terms shall remain in effect for the new term.
- 3.18.3 The successful Bidder shall enter into a written contract with the University. The University will provide the contract in accordance with the laws of the State of New Jersey.
- 3.18.4 The successful Bidder shall comply with all federal, state and local laws and/or regulations. In addition, the successful Bidder shall be required to comply with all University policies and procedures.
- 3.18.5 Cancellation of Award: The University reserves the right to cancel the award of any contract before execution by the University, even if the successful Bidder has executed it, if the University determines such cancellation to be in its best interests. In no event will the University have any liability for the cancellation of such award. The successful Bidder assumes sole risk and responsibility for expenses prior to execution of the contract by the University.

3.19 Contract Initiation

There may be a meeting or meetings with the successful Bidder and the University prior to the start of contract. At this time, the Bidder may be asked to submit, in accordance with the terms of its Bid, a final plan of operation to the University.

3.20 Compliance of Laws

The Bidder shall comply with all federal, state, or local laws, now in effect or hereafter promulgated, in the performance of its services under this Bid and the contract.

3.21 Bidder Contract Obligations

By submitting a Bid, each Bidder agrees it has been satisfied from its own investigation of the conditions to be met and fully understands and agrees to the conditions, obligations, and requirements that must be met in the Bid. No Bidder will make any claim for cancellation or relief of the contract without penalty because of any misunderstanding or lack of information presented in the Bid.

3.22 Method of Inspection of Work and Liquidated Damages for Non-Performance

3.22.1 In the event the successful Bidder shall fail to comply with any of the conditions herein provided and as covered by the contract, the University shall notify the Bidder of such failure or default and demand that the same be remedied within ten (10) business days. In the event the Bidder fails to remedy the same within said cure period, the University may take steps to terminate the contract. In this event, the University will authorize the service to be performed by any available means, the difference between the actual cost paid and the Bid of the defaulting Bidder to be deducted from the Liquidated damages in effect. It shall also be incumbent upon the Bidder to continue operations until relieved by a newly selected Bidder. In the event of the failure of the successful bidder to complete required work within the time(s) required, the bidder may be liable to the University in the sum of One Thousand Dollars (\$1,000.00) per day, for each and every calendar day that the work shall be and remains uncompleted. This sum may be treated as liquidated damages and not a penalty for the loss to the University of the use of premises in a completed state of construction, alteration or repair, and for added administrative and inspection costs to the University on account of the delay. The liquidated damages provided for herein shall be in addition to other consequential losses or damage

That the University may incur by reason of such delay, such as but not limited to added costs of the work and costs of furnishing temporary services, if any. Any such damages for which the Bidder is liable may be deducted by the University from any monies due or to become due to the Bidder.

3.22.2 If circumstances beyond the control of the Bidder result in non-performance, it is the responsibility and obligation of the Bidder to make the details known immediately to the University, Kean University, 1000 Morris Avenue, Union, New Jersey 07083.

3.22.3 The University reserves the right to terminate any contract awarded as a result of this Bid for a non-performance of the Terms and Conditions of the Bid by written notice. Liquidated damages, if such action is taken, will be in accordance with Section 3.22.1 above.

3.22.4 Should the result of any investigation or inspection made by the University indicate the services supplied are not satisfactory; the Bidder shall immediately rectify the situation, at no additional cost to the University, to meet the requirements of the University.

3.23 Procedural Requirements and Amendments to the Contract

3.23.1 Bidder shall comply with all procedural instructions that may be issued from time to time by University Procurement and Business Services.

3.23.2 During the period of the contract, no changes are permitted in any of its conditions, specifications, or pricing unless the Bidder receives written approval from the University or designee.

3.23.3 Modifications in the contract specifications can only be authorized by Kean University, University Procurement, and Business Services.

3.23.4 During the period of the contract or any extension thereof, the University reserves the right to add or delete specific services and/or locations at the prevailing contract prices. Bidder will be given ten (10) days' notice to effect the requested change(s).

3.23.5 The Bidder, or authorized representatives, may be required to meet periodically with Facilities and Campus Operations and University Procurement and Business Services to discuss all services.

4.0 UNIVERSITY REQUIREMENTS

4.1 Termination of Contract

In addition to the University's rights to terminate any contract entered into as a result of this Bid for mandatory or discretionary events of default, the University may, in whole or in part, terminate the Bidder's performance whenever the University determines that such termination is in the best interest of the University. Any such termination shall be effected upon sixty (60) days prior written notice delivered to the Bidder specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

4.2 Transitional Period

In the event the services are terminated by contract expiration or by voluntary termination by Kean University, it shall be incumbent upon the Bidder to continue the service until new services can be completely operational. At no time shall this service be extended more than ninety (90) days beyond the expiration date of the existing contract. The Bidder will be reimbursed for this service during any transitional period at terms consistent with the current contract.

4.3 Contract Changes

During the contract term, no change is permitted to any of its terms and conditions unless the Bidder receives prior written consent from the University or their designee. In addition, the successful Bidder cannot modify any provisions of its Bid, including but not limited to the terms of the Fee Bid Form.

The Bidder agrees the prices set forth in its Bid are firm for the duration of the contract and thereafter may be changed only with the prior written approval of the University or their designee.

4.4 Bidder Insurance Requirements

4.4.1 The successful Bidder shall, at its own expense, secure and maintain in force for the term of the contract, including contract renewal terms and transition periods, insurance coverage provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintain an A.M. Best rating of A- (VII) or better. All insurance required herein, except Worker's

Compensation and Owners and Contractors Protective, shall name Kean University, the State of New Jersey, the New Jersey Economic Development Authority, and the New Jersey Educational Facilities Authority as additional insureds. The Bidder expressly agrees that any insurance protection required by this contract shall in no way limit the Bidder's obligations under this contract and shall not be construed to relieve the Bidder from liability in excess of such coverage, nor shall it preclude the University from taking such actions as are available to it under any other provisions of this contract or law.

- 4.4.2 Commercial General Liability Insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of the Bidder and Subcontractors shall also be included. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG 00 01 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. A "per project endorsement" shall be included, so that the general aggregate limit applies separately to the Project that is the subject of this Contract.
- 4.4.3 General Automobile Liability Insurance covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.
- 4.4.4 Workers' Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdictions required to protect the employees of the Bidder and any Subcontractor who will be engaged in the performance of this Contract. The certificate must indicate that no proprietor, partner, executive officer, or member is excluded.
- 4.4.5 Employers' Liability Insurance with a limit of liability not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee for injury by disease, and one million dollars (\$1,000,000) injury by disease.
- 4.4.6 Excess Liability insurance, umbrella insurance form, applying excess of primary to the commercial general liability, general automobile liability and employer's liability insurance shall be provided with minimum limits of five million dollars (\$5,000,000) per occurrence,

five million dollars (\$5,000,000) general aggregate, and five million dollars (\$5,000,000) products/completed operations.

- 4.4.7 Property Insurance shall be maintained by the Bidder to keep its property insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance. The coverage shall also insure against business interruption and extra expense losses. The Bidder agrees to waive its rights and the rights of its subsidiaries and affiliates, to recover from Kean University, the State of New Jersey and/or the New Jersey Education Facilities Authority for damages intended to be covered by a standard broad form property insurance policy including business interruption and extra expense coverage.
- 4.4.8 All required insurance coverage must be in effect no later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. The Bidder shall require all Subcontractors to comply with all of the insurance requirements described above. The Bidder is responsible for determining the amount of excess liability it will require its Subcontractors to carry. The Bidder shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each Subcontractor prior to the Subcontractor's beginning work on the Project. The Bidder shall provide copies of all Subcontractor certificates of insurance to the University upon request.
- 4.4.9 The Bidder shall provide the University with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days' written notice to the University. All insurance required herein shall contain a waiver of subrogation in favor of the University.
- 4.4.10 All insurance coverage must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.
- 4.4.11 Bidder should list name of insurance company from which Bidder intends to purchase the above insurance and a person to contact at this firm. This information should be listed in Section 9.0 of the attached Bidder Data Sheets.
- 4.4.12 The Bidder may include, with the Bid, the applicable certificate of insurance. This will expedite the contract award process for the successful Bidder.

4.4.13 The certificate of insurance should include the Bid No. and Name. Certificates should be forwarded to University Procurement and Business Services, Kean University, 1000 Morris Avenue, Union, New Jersey 07083.

4.4.14 Each policy of insurance should contain an endorsement as follows:

“It is understood and agreed _____
Insurance Company shall notify in writing, University Procurement and Business Services, Kean University, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.”

4.5 Indemnification and Hold Harmless

The successful Bidder shall assume all risk and responsibility for, and agrees to indemnify, defend, and save harmless Kean University, the State of New Jersey, the New Jersey Economic Development Authority, the New Jersey Educational Facilities Authority, and their trustees, directors, officers, agents, servants, and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, illness, injury, damage to or loss of property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from: (1) the work, service or materials provided by the Bidder to operate and/or manage the contract; or (2) any failure to perform the Bidder's obligations under the contract. The Bidder's obligations under this indemnification clause or any improper or deficient performance of the Bidder's obligations are not limited by, but are in addition to, the insurance obligations contained in the contract. Further, the provisions of this indemnification shall in no way limit the obligations assumed by the Bidder under the contract, nor shall they be construed to neither relieve the Bidder from any liability nor preclude the University from taking any other actions available to it under any other provisions of the contract or at law. The indemnification obligations hereunder shall survive the completion or termination of the contract between the successful Bidder and Kean University.

4.6 Availability of Funds

Any contract award of this Bid will be subject to the availability of sufficient funds.

4.7 Bid Protest

A Bidder who submits a responsive submission to an advertised Bid and is not ultimately awarded a contract relating to the advertised Bid may submit a written protest setting forth in detail the specific grounds for challenging the award. Written protests shall be sent to the Associate Vice President,

University Procurement and Business Services, Maintenance Building, Room 134, 1000 Morris Avenue, Union, NJ 07083, or via email to procurementbids@kean.edu. The protest shall be filed within ten (10) business days following the Bidder's receipt of written notification of the decision to award the contract. Any protest filed after the 10-day period may be disregarded. If the contract award is protested, the University may proceed to award the contract if the failure to award will result in substantial cost to the University or if public exigency so requires. The Office of University Counsel and/or its designee will render the final decision on all matters that address disqualification of any Bidder.

4.8 Internship Program

Kean University sometimes partners with awarded Bidders to provide opportunities to our students that will allow them to participate in meaningful, work-based experiences that are paid, available for credit, and connect them to a company to enhance their skill set and increase their competitiveness. In your submission, please state whether you provide internships for our students. Please identify the types of internships you offer, the steps involved, and the criteria used in the application process. In addition, please describe your experience and success in this area along with any other pertinent information relative to this initiative.

5.0 **LEGAL PROVISIONS**

5.1 EEO/Affirmative Action

Bidder agrees it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey, and it does not discriminate against any person or persons on the bases of race, creed, age, color, sex, national origin or handicap.

In addition, Bidder agrees to complete and be bound by a Mandatory Language for Goods, Services and Professional Service Contracts form, and a State of New Jersey Affirmative Action Employee Information Report (AA-302 form). However, if Bidder maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report approval as issued by the New Jersey Department of Treasury, it may be submitted in lieu of the AA-302 form indicated above.

5.2 Open Public Records Act

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., if the University receives a request for documents relating to this Bid, the University is obligated to provide responsive documents,

which may include Bidder's submission in response to this Bid. Any portion of the Bidder's Bid submission that is exempt from disclosure must be identified to the University at the time of Bid submission. In requesting such an exemption, Bidder must state the specific statutory or legal justification justifying the exemption from disclosure.

5.3 New Jersey Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, the University is prohibited from entering into a contract with the successful Bidder unless the successful Bidder has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.

Prior to contract award or authorization, the successful Bidder shall provide the University with its proof of business registration. If, at the time of the opening of the Bids, the Bidder is a corporation not organized under the laws of the State of New Jersey or is not authorized to do business in this State, the Award of the Contract cannot be made until such time as the Bidder provides proof of business registration. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided. For purchases of an emergent nature, the Bidder shall provide its business registration within two (2) weeks from the date of execution of the Contract or prior to payment for goods or services, whichever is earlier.

Any questions in this regard can be directed to the Division of Revenue and Enterprise Services at (609) 292-9292. Form NJ-REG. can be filed online at <https://www.njportal.com/DOR/BusinessRegistration/>.

5.4 Performance of Contract Services/Buy American

Each Bidder agrees to comply with the provisions of (i) N.J.S.A 52:34-13.2, which requires that all services under the contract or any subcontract awarded thereto be performed within the United States of America and (ii) N.J.S.A. 52:32-1, which requires that manufactured items or farm products provided under this contract to be used in a public work shall be manufactured or produced in the United States.

5.5 Ownership Disclosure

Any contract for work, goods or services cannot be awarded by the University to any corporation, limited liability company or partnership unless prior to or at the time of Bid submission, the Bidder has disclosed the names and addresses of all owners holding ten percent (10%) or more of the

corporation, limited liability company or partnership's stock or interest. N.J.S.A. 52:25-24.2.

5.6 Standards Prohibiting Conflicts of Interest

The successful Bidder shall comply with the provisions of the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28 and all other ethics laws, regulations, and Executive Orders, including but not limited to N.J.S.A. 18A:64-6.1 and Executive Order #189 (<https://nj.gov/infobank/circular/eok189.htm>). In addition, each Bidder agrees to be bound by the provisions of the Bidder's Code of Ethics and Business Ethics Guide and execute a Certification evidencing compliance with same. Copies of these documents are collectively attached in the Document Checklist and Forms section of the BID as Attachment D hereto.

- 5.6.1 No Bidder shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such Bidder transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- 5.6.2 The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State Bidder shall be reported in writing forthwith by the Bidder to the Attorney General and the Executive Commission on Ethical Standards.
- 5.6.3 No Bidder may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Bidder to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed

relationship does not present the potential, actuality or appearance of a conflict of interest.

5.6.4 No Bidder shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

5.6.5 No Bidder shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Bidder or any other person.

5.6.6 The provisions cited above in paragraph 5.6.1 through 5.6.5 shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Bidder under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 5.6.

5.7 Americans with Disabilities Act

The Bidder must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

5.8 Compliance

The Bidder must comply with all local, State and federal laws, rules and regulations applicable to the contract and to the goods delivered and/or services performed under the contract.

5.9 Non-Collusion Statement

Kean University requires as a condition precedent to acceptance of a Bid that the Bidders certify that it has not, either 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 such contract. The form for this sworn statement is included in Attachment D hereto and must be properly executed to have the Bid considered.

5.10 Warranty of No Solicitation on Commission or Contingent Fee Basis

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the 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 the Bidder for the purpose of securing business. If a breach or violation of this section occurs, Kean University shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee. The Bidder's Warranty of No Solicitation is included in Attachment D hereto and must be properly executed to have the Bid considered.

5.11 Prevailing Wage and Benefits

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made a part of every contract entered into by the University, except those contracts which are not within the scope of the Act. The Bidder's acceptance of the award of the contract is a guarantee that neither Bidder nor any Subcontractor employed to perform the work has been suspended or debarred by the Commissioner of the Department of Labor & Workforce Development for violation of the Prevailing Wage Act.

5.12 Small Business Set Aside Program

In accordance with the revised regulations for the State's statutorily-mandated small business set-aside contracting program (N.J.S.A. 52:32-17 et seq.) and Executive Order 71, Kean University will make a good faith effort to award a total of 25% of the dollar value of State contracts for goods and services to eligible small businesses. To be eligible for the program, small businesses must have no more than 100 permanent employees, have their principal place of business in New Jersey and register on or before the Bid opening date with the Division of Revenue, Small Business Enterprise Unit. These goals will be reached through the use of set-aside and/or subcontracting contracts. Additional information may be obtained at: <https://www.nj.gov/treasury/purchase/smallbusiness.shtml>.

5.13 Compliance with MacBride Principles and Northern Ireland Act of 1989

Each Bidder shall certify, in accordance with N.J.S.A. 52:34-12.2, that it has no business operations in Northern Ireland or it 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 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 their compliance with those principles.

5.14 Disclosure of Investment Activities in Iran

Each Bidder shall certify, in accordance with N.J.S.A. 52:32-57 and The Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, that it is not identified on the list created by the Department of the Treasury pursuant to N.J.S.A. 52:32-57(b) as a person or entity that has been determined to engage investment activities in Iran, as described in N.J.S.A. 52:32-56(f). If a Bidder fails to certify or is listed on such list, such Bidder shall be ineligible to Bid on, submit a Bid for, or enter into a contract with Kean University for goods or services. If a Bidder is unable to make such certification because it or one of its parents, subsidiaries or affiliates has engaged in one or more of the activities specified in the Act, such Bidder shall provide to Kean University prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. Any such certifications or disclosures shall be disclosed to the public in accordance with the requirements of N.J.S.A. 52:32-58(d).

5.15 Non-Involvement in Prohibited Activities in Russia or Belarus

Each Bidder shall certify, in accordance with N.J.S.A. 52:32-60.1 et seq., that it is not 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 Bidder fails to certify or is listed on such list, the Bidder shall be ineligible to enter into a contract with Kean University for goods or services. If the Bidder is unable to make such certification because it is currently engaged in activity related to Russia and/or Belarus, but is doing so consistent with federal law, regulation, license or exemption, the Bidder shall provide to Kean University prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. Any such certifications or disclosures shall be disclosed to the public in accordance with the requirements of N.J.S.A. 52:32-60.1(c). If a Bidder makes a certification in violation of N.J.S.A. 52:32-60.1 et seq., the Department of Treasury 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.

5.16 Diane B. Allen Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14(b), any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any qualifying services or public work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant

to P.L.1963, c.150 (N.J.S.A. 34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The employer shall provide the Commissioner, throughout the duration of the Contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (N.J.S.A. 34:11-56.25 et seq.).

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website at:
<https://www.nj.gov/labor/wageandhour/tools-resources/equal-pay/>.

LWD forms may be obtained from the online website at:
https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf.

5.17 Set-Off for State Tax Notice

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act. The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

5.18 Independent Contractor

Neither party shall be considered nor hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. Consultant shall perform the services hereunder in the capacity of an independent contractor. It is further acknowledged that Consultant shall not have a claim under this Agreement or otherwise against Kean for salary, other compensation, health benefits, vacation pay, sick leave, workers compensation, retirement benefits or employee benefits of any other kind.

6.0 BID EVALUATION

Bids will be evaluated for conformance with the requirements of this Bid by a committee comprised of employees of Kean University. Please see Attachment B for evaluation criteria and scoring metrics.

To be considered for award, the Bidder must meet the following:

- The qualifications and experience of corporate level and unit management personnel to be assigned as shown on the required Bidder Data Sheets.
- Bidder's past performance of similar scope and size (references) as provided on Bidder Data Sheets.
- Cost-savings suggestions and operational plan.
- Financial Statement: The University reserves the right to evaluate the financial capability of any or all Bidders to satisfactorily complete the requirements of this document.
- Each Bidder submitting a Bid shall provide Kean University with a copy of its financial statements ending December 31, 2025, or its most recent annual statement. The submission of this information is for the purpose of determining whether the company is financially capable of performing the services required by Kean University.

Bids shall be judged on the following criteria:

1. Pricing, fee structure and payment terms: Kean will evaluate the submittals based on price and other factors considered, including discounts offered and cost-savings suggestions to the University.
2. Qualification and Experience: The experience and qualifications of the Bidder in providing construction management services based on the information submitted in their bid submission, including key personnel on projects of a similar nature. Kean will specifically review submittals for similar experience on past projects involving CIF/HEFT and public grant compliance.
3. Prior History and References: The Bidder's prior history regarding these services will be considered in determining whether the Bidder is responsible and whether the award of the contract to that Bidder is in the best interest of the University.
4. Key Personnel and Staffing Plan: Kean will evaluate the submittals to ensure that the contract is awarded to a bidder whose staff meets Kean's needs and is sufficiently qualified to fulfill the requirements of the Contract.

5. Responsiveness and Compliance: Submissions will be evaluated to determine if the Bidder has responded to all requirements in sufficient detail for the evaluator(s) to analyze the Bid.
6. Financial Stability and Bonding Capacity: Kean will evaluate the financial stability and strength of the Bidder as evidenced by the financial statements, longevity of current ownership, and insurances held.
7. Program management approach and methodology.
8. Oral Presentation. Oral presentations are strictly for clarification and elaboration of the submitted bid. Bidders cannot change, correct, supplement, or lower their pricing or modify the original bid during or after the presentation. Presentations will be private. Bidders are not permitted to attend or watch presentations of competitors. Each Bidder will be permitted the opportunity to provide an oral presentation.

Awards will be made to the Bidder providing the Bid most advantageous to the University, including price and other factors considered in accordance with N.J.S.A. 18A:64O-1, et seq.

6.1 Qualification of Bidders

Bidders shall be of known reputation and shall have sufficient qualified personnel and equipment to perform adequately the prescribed services as per specifications. Bidders must have a minimum of ten (10) years experience in the area identified in this bid. Bidders shall submit evidence of qualifications as required by the Associate Vice President of University Procurement and Business Services, including the Bidder Data Sheet(s) in Section 9.0 hereof.

As evidence of Bidder's qualification, the Bidder should submit the following information with their Bid:

- 6.1.1. The number of years the firm has been in the business of construction management.
- 6.1.2. Location of the Bidder's office that will be responsible for managing this contract, which will include identification of a contact person and their phone number and email address.
- 6.1.3. Name(s), email(s), and phone number(s) of management personnel to be contacted if problems or emergencies occur.
- 6.1.4. Name, email, and phone number of individual that can be contacted at all times if the University requests service or information, if different than the contact person(s) identified in Sections 6.1.2 and 6.1.3.

- 6.1.5. A list of New Jersey State Agencies, U.S. Governmental Agencies, public and private colleges and universities now under contract with the Bidding Bidder.
- 6.1.6. A list of contracts the Bidder has lost during the last three (3) years with the reason the contract was terminated for each job.
- 6.1.7. Name of insurance firm from which Bidder intends to purchase insurance and name, phone number, and email address of a contact at this firm.
- 6.1.8. The Bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.
- 6.1.9. Bidders shall be licensed to do business in the State of New Jersey.
- 6.1.10. Bidder should produce copies of all applicable certifications, licenses and/or permits with its Bid package.
- 6.1.11. Bidder must produce "Financial Statements" as described in Section 6.0.

7.0 SCOPE OF SERVICES

7.1 General Description of Kean University

Kean University is a public, State-supported coeducational institution of higher education and is an urban public research university. The main campus, located in Union Township and Hillside Township (the "Main Campus"), is situated on a 121-acre tract, which includes a six-acre woodland preserve. The Main Campus is minutes from the Garden State Parkway and the New Jersey Turnpike, and is easily accessible via public transportation. The University traces its history to 1855, when it was founded by the Newark Board of Education and was located in the City of Newark. In 1913, the University became a State institution, and in 1958 moved to the Main Campus on property which had been part of the Kean family estate. In November 1981, the University acquired the 28-acre Pingry School campus (the "East Campus") located in Hillside Township and within

walking distance of the Main Campus. In 2006, Kean University developed a partnership with Ocean County College to establish Kean Ocean in Toms River Township. Kean Ocean provides students with an affordable, local pathway to obtain an affordable education in South Jersey. Kean Ocean offers academic programs identical to those at Kean's Main Campus. In March 2007, the University acquired the 26-acre Liberty Hall campus, located in Union Township (the "Liberty Hall Campus"), which includes several historical buildings. It connects the Main Campus and East Campus and includes fourteen (14) acres of developable land. Kean University also purchased nine (9) acres adjacent to the Liberty Hall Campus from Schering-Plough Corporation upon which the New Jersey Center for Science, Technology and Mathematics Education building is currently situated. Kean College of New Jersey officially became Kean University in 1997. In 2014, Kean University leased approximately forty-one (41) acres of property in the New Jersey Highlands from the New Jersey Department of Environmental Protection for the creation of a new learning center to support science and sustainability initiatives for its graduate students ("Kean Skylands"). Kean Skylands is located in Jefferson Township, Morris County and Sparta Township, Sussex County. Existing structures on the property include a dormitory with 35 private and semi-private sleeping rooms, a garage, storage barn and a manager's residence. Wenzhou-Kean University was established in 2014, as a Sino-American joint venture in Wenzhou, China. Wenzhou-Kean University offers an immersive Chinese cultural experience with American academic programs that mirror those that Kean offers in New Jersey. In 2016, Kean University purchased The Warehouse, the former home of architect Michael Graves, as well as two properties that he owned located at 40, 44 and 48 Patton Avenue, Princeton, New Jersey for the development of an education research center for architecture and design students (the "Princeton Campus"). In 2021, Kean University was designated New Jersey's first urban public research university. In July 2026, Kean University completed a historic merger with New Jersey City University, establishing Kean Jersey City as Kean's newest campus. Located in one of the most diverse cities in the nation and minutes from New York City, Kean Jersey City expands access to a world-class Kean education.

Bidders may visit the Campuses, including Kean Jersey City, to inspect the job site prior to submitting a Bid. All site visits must be scheduled in advance before October 20, 2026, by contacting Luis Ribeiro at luis.ribeiro@kean.edu.

7.2 Scope of Construction Management Services

Kean University, hereinafter referred to as the “University” or “Owner,” is seeking Bids from qualified Construction Management firms to provide comprehensive Construction Management services for the University’s Higher Education Capital Improvement Fund (“CIF”) and Higher Education Facilities Trust Fund (“HEFT”) capital improvement program (“Program”).

The CIF Program is established under N.J.S.A. 18A:72A-72 to -80 and N.J.A.C. 9A:12-1.1 to -1.8. The HEFT Program is established under N.J.S.A. 18A:72A-49 to -58 and N.J.A.C. 9A:15-1.1 to -1.7. Both Programs are administered by the Office of the Secretary of Higher Education (“OSHE”) in collaboration with the New Jersey Educational Facilities Authority (“NJEFA”). Grant funding is derived from the proceeds of tax-exempt bonds issued by NJEFA and is governed by grant agreements executed between the University and NJEFA (each, a “Grant Agreement”).

The selected Construction Management firm, hereinafter referred to as the “CM,” shall provide comprehensive program management, preconstruction, design management, estimating, scheduling, construction management, project controls, regulatory coordination, grant administration support, commissioning, project closeout, and warranty administration necessary for successful delivery of the complete program. The selected CM will also assist in the public procurement process, as discussed further in Section 7.16.2.

The approved projects, including project descriptions, buildings, campuses, project types, and approved grant allocations, are identified in Attachment C: CIF and HEFT Approved Project List and Project Objectives. The Program encompasses approximately 44 approved projects across all Kean University campuses with a total approved grant value of approximately \$50,000,000.00.

The University intends to award one master agreement encompassing all CIF and HEFT projects assigned by the University. Each individual State funded project shall remain separately identifiable and shall maintain its own authorized scope, grant allocation, budget, schedule, Guaranteed Maximum Price (“GMP”), cost records, reimbursement records, and closeout documentation.

The University may combine related projects into common design, procurement, or construction packages when doing so provides an operational, schedule, or financial benefit. Combining projects shall not

eliminate the requirement for separate financial and grant accounting for each State funded project. The CM will be fully responsible for the financial and grant accounting of each individual project.

The University reserves the right to modify, combine, separate, defer, accelerate, reprioritize, or remove projects during the program.

Funding contingency. Grant funding is contingent upon the issuance of bonds by NJEFA, upon execution of the applicable Grant Agreement. All University obligations under any agreement resulting from this bid are subject to the availability and continued availability of those funds. The University shall not be liable for costs incurred in anticipation of funding that was not received at the time that the cost was incurred. The University reserves the right to terminate its agreement with the CM if grant funding is terminated by the NJEFA.

7.3 Delivery Method, Contract Documents, and Order of Precedence

7.3.1 Delivery Method

The CM shall provide preconstruction services during design and shall thereafter construct the Projects under a GMP for each State funded project.

7.3.2 Form of Agreement

The University intends to use its standard contract template for the services awarded by this bid. A sample agreement will be provided to potential bidders. Any agreements signed pertaining to a single project will become incorporated into the agreement between the CM and the University.

7.3.3 Grant Requirements Control

Where any requirement of the CIF Program, the HEFT Program, a Grant Agreement, OSHE, or NJEFA is more restrictive than a provision of the Agreement, University supplemental conditions, or of any AIA standard form, the more restrictive requirement shall govern.

7.4 Definitions

- “Cost of the Work” means the costs necessarily incurred by the CM in the proper performance of the Work as defined in Section 7.17.2, exclusive of the CM Fee
- “CM Fee” means the CM’s compensation for services, calculated in accordance with Section 7.17.1

- “Architect of Record” means the New Jersey licensed architect or professional engineer who prepares and seals the construction documents for a Project
- “GMP” means the Guaranteed Maximum Price established for a State funded project or approved package and accepted by the University through execution of a GMP Amendment
- “Grant Agreement” means the agreement between the University and NJEFA setting forth the terms and conditions of a CIF or HEFT grant
- “State Funded Project” or “Project” means an individual project approved for CIF or HEFT grant funding and identified in Attachment C
- “Substantial Completion” means the stage at which the Work is sufficiently complete that the University can occupy and use the facility or system for its intended purpose, all life safety systems are operational and accepted by the Authority Having Jurisdiction, and the applicable Certificate of Occupancy or Certificate of Approval has been issued
- “Final Completion” includes, but not limited to, the stage at which all punch list items are corrected and accepted by the University, all commissioning is complete, all closeout documentation required by Section 7.28 has been delivered and accepted, and final accounting and grant documentation have been submitted
- “Authority Having Jurisdiction” or “AHJ” means the New Jersey Department of Community Affairs or the applicable municipal enforcing agency, as determined for each Project
- “Agreement” refers to the agreement between the CM and University that incorporates the services set forth in this bid, the requirements set forth in this bid and CM’s response to this bid
- “Program” refers to the collection of Projects approved for CIF or HEFT funding that are identified in Attachment C
- “Work” refers to the services provided by CM pursuant to the Agreement

7.5 CM as Agent - Extension of University Staff

The selected CM shall provide the professional project management structure and technical resources necessary to function as an extension of the University’s Campus Operations leadership.

The CM shall proactively manage the program and protect the University’s interests with respect to scope, cost, schedule, quality, regulatory compliance, operational continuity, documentation, grant compliance, and long-term maintainability.

The CM shall not function solely as an administrator of consultants and contractors. The CM shall actively evaluate the information,

recommendations, costs, schedules, designs, requests, and proposed changes presented by parties under its management and shall provide the

University with an independent professional recommendation before significant decisions are made.

The CM shall, at a minimum:

- Represent the University's project delivery objectives through planning, design, procurement, construction, commissioning, closeout, and warranty administration
- Provide the University with timely and complete information necessary to make informed decisions
- Identify and communicate foreseeable risks before those risks materially affect cost, schedule, operations, grant eligibility, or project quality
- Review and challenge unsupported costs, unnecessary scope, excessive change requests, unsupported schedule extensions, incomplete design, and contractor claims
- Verify that all design professionals, consultants, contractors, subcontractors, testing agencies, and commissioning providers are meeting their contractual obligations
- Protect University operations throughout construction and coordinate all activities with academic, residential, administrative, athletics, student services, technology, public safety, and other affected University operations
- Coordinate decisions requiring University action sufficiently in advance to avoid unnecessary schedule impacts
- Maintain accurate, current, and accessible records allowing the University to understand the status of each project at any time.
- Advise the University regarding cost effectiveness, constructability, system selection, lifecycle considerations, maintainability, operational impacts, and long-term institutional value
- Perform its responsibilities as an independent contractor. The CM shall have no authority to financially obligate or otherwise bind the University unless expressly authorized in writing

The CM shall manage all expenditures consistent with the University's interests, shall not incur costs that are not reasonably necessary for the proper performance of the Work, and shall promptly disclose to the University any circumstance in which the CM's financial interest may diverge from the University's.

7.6 Master Agreement and Individual Project Authorization

The University intends to enter into one master agreement ("Agreement") with the selected CM for the complete CIF and HEFT program.

The scheduling of all services required under the Agreement shall be approved by Kean University Vice President of Campus Operations, and/or the University, in their sole discretion, through the issuance of task orders for individual projects. Task orders will be defined, negotiated, and ordered pursuant to individual project scope documents issued by the University. The CM shall propose a price for each task order using the rates and percentages identified in its Response to this bid. After the CM has accepted the task order's scope of work, price, and time of performance, the task order shall be signed by both parties. When accepting a task order, the CM shall warrant that performance will be successfully completed within the time frame and prices stated in the task order. Performance of the work shall be governed by the provisions of the Agreement. In the event of a conflict between the terms of the Agreement and the terms of a specific task order, the terms of the Agreement will govern. In the event of an emergency, the issuance of a task order may be dispensed by the University, in its sole discretion.

Prior to commencing significant design or construction activity for an individual project, the CM shall confirm with the University:

- Approved project scope
- State grant allocation and funding program (CIF, HEFT, or both)
- Available University funding, if applicable
- Project objectives
- Required completion milestones, including any Grant Agreement deadline applicable to that Project
- Design requirements
- Regulatory requirements
- Anticipated procurement strategy
- Campus operational constraints
- Required project staffing
- Known project risks
- Required project deliverables

The University's authorization to proceed with one phase shall not automatically constitute authorization to proceed with a subsequent phase.

7.7 Program Staffing and Organization

All Bidders must submit a proposed program staffing plan and organizational chart in response to this bid. After the bid has been awarded, the CM will submit a proposed program staffing plan and organizational

chart for University review and approval within fifteen (15) calendar days following Notice to Proceed for each project. The CM will provide personnel appropriate to the volume, complexity, location, and phase of each active Project. The staffing plan shall identify, as applicable:

- Program Manager
- Project Manager(s)
- Superintendent(s)
- Design Manager
- Construction Administration Lead
- Scheduler
- Estimator or Cost Manager
- Grant Compliance Coordinator
- Safety Personnel
- Mechanical, electrical, plumbing, roofing, structural, civil, and other technical resources as required
- Administrative and document control support

Any changes to these positions will be communicated by the CM to the University in a timely fashion.

The Design Manager is the CM's own liaison to the University's separately contracted Architect. The CM does not retain, employ, or hold a contract with the Architect.

Consistent with the University's established practice, the CM shall assign a dedicated Construction Administration Lead to direct all construction administration activities, including meetings, field observation reporting, Requests for Information ("RFI") and submittal administration, and requisition review.

The CM shall identify key personnel assigned to the program. Replacement of key personnel shall require prior University approval, and any proposed replacement shall be of equal or greater qualification.

The Program Manager will be the primary point of contact for the University. The University does require that the Program Manager be assigned exclusively to Kean University. The CM shall state in its response to this bid:

- The named individual proposed as Program Manager
- Qualifications and background of the proposed Program Manager;
- The minimum committed availability of that individual to this program, expressed as a percentage of working time
- The minimum number of days per week the Program Manager will be physically present on a Kean campus during periods of active

design or construction

- The named individual who will act in the Program Manager's absence

The Program Manager will be working with the University from the onset of the Program until its completion. It is essential that the same individual serve as Program Manager for the entirety of the contract to ensure continuity with all projects.

These commitments shall become contractual obligations. The University reserves the right to require increased staffing at no additional cost where the CM's committed staffing proves insufficient to meet program requirements. The University will provide reasonable notice to the CM if such an increase is required.

The University reserves the right, in its sole discretion, to require removal of any CM personnel determined to be unqualified or otherwise unable to perform.

7.8 Program Management Plan

Within thirty (30) calendar days following Notice to Proceed for each individual project, the CM shall submit a comprehensive Program Management Plan for University review and approval.

The Program Management Plan ("Plan") shall establish the procedures used to manage the complete program and shall address, at a minimum:

- Program organization and authority
- Design management
- Existing condition investigations
- Cost estimating
- Schedule management
- Procurement
- GMP development
- Change management
- Quality management
- Safety management
- Risk management
- NJDCA and other regulatory coordination
- Grant compliance, cost segregation, and reimbursement support
- Public works statutory compliance, including certified payroll and affirmative action administration
- Project accounting
- Document control
- Communication
- Campus shutdowns

- Construction phasing
- Testing and commissioning
- Project closeout
- Warranty administration
- University reporting requirements

The Plan shall be considered a living program document and shall be updated when project conditions or program requirements change.

7.9 Master Program Schedule

Within thirty (30) calendar days following Notice to Proceed, the CM shall prepare and submit a comprehensive Master Program Schedule covering all active CIF and HEFT projects.

The Master Program Schedule shall be maintained independently from the individual contractor construction schedules and shall serve as the University's principal program level schedule.

Each project schedule shall include, as applicable:

- Existing conditions investigations
- Scope confirmation
- Design consultant procurement
- Basis of Design
- Design development
- University design reviews, with the University review durations established under Section 7.12.1
- Cost estimates
- Constructability reviews
- NJDCA plan review
- Other regulatory approvals
- Competitive trade procurement
- GMP development
- University GMP approval
- Long lead procurement
- Construction activities
- Utility shutdowns
- Temporary services
- Testing
- Commissioning
- Punch list
- Substantial Completion
- Final Completion
- Financial reconciliation
- Grant reimbursement documentation
- Final grant closeout

The schedule shall clearly identify critical path activities, float, University decisions, State approvals, long lead materials, procurement milestones, planned campus interruptions, applicable Grant Agreement deadlines, and contractual milestone dates.

The Master Program Schedule shall be updated and submitted monthly, with a narrative identifying changes from the prior update, critical path movement, and any activity trending toward a missed milestone. The Master Program Schedule will identify the projected timelines of each individual Project, including projected completion dates.

7.10 Program Completion Requirements and Controlling Milestones

The CM shall plan and manage the entire Program to meet all requirements and deadlines contained within the applicable CIF and HEFT Grant Agreements.

7.10.1 Program Duration

The University intends for all projects, including construction, financial reconciliation, required reimbursement documentation, and grant closeout, to be completed within two (2) years of the University established program commencement date in 2026. The specific commencement date shall be identified by the University following confirmation of the applicable Grant Agreement requirements.

7.10.2 Contract Execution Deadline: Grant Condition

The CIF and HEFT Programs require that the University enter into a contract or contracts to construct each funded Project within one (1) year of the date on which grant funds are made available and require continued compliance with the applicable Grant Agreement as a condition of continued funding.

This is a condition of funding, not a performance target. The CM shall:

1. Sequence design, and regulatory review so that executed construction contracts are in place for every approved Project not later than sixty (60) days in advance of the applicable Grant Agreement deadline;
2. Work closely with University Procurement to ensure that the public Bidding process aligns with established Project timelines;
3. Report status against this milestone in every monthly executive report from Notice to Proceed forward;
4. Immediately notify the University in writing of any condition that could jeopardize State funding.

Bidders are advised that this deadline governs program sequencing and that the full design, regulatory review, and procurement cycle for each Project must fit within it.

At least 75% of the “available construction proceeds” (as such term is defined in Code Section 148(f)(4)) of the HEFT Grant will be used for capital expenditures that are allocable to the cost of real property (including the cost of improvements to real property) (but other than expenditures for the acquisition of interests in land or in other existing real property) owned or which will be owned by the University, and all of the “available construction proceeds” of the HEFT Grant will be expended in accordance with the following schedule, measured from the date hereof:

1. at least 10% within 6 months;
2. at least 45% within 12 months;
3. at least 75% within 18 months; and
4. 100% within 24 months.

The work shall be 100% completed and billed by December 2, 2028.

7.10.3 Milestone Framework

The CM shall meet or exceed the following Program milestones. Calendar dates shall be inserted prior to issuance.

#	Milestone	Deadline
1	Program staffing plan and organizational chart	NTP + 15 days
2	Program Management Plan	NTP + 30 days
3	Master Program Schedule	NTP + 30 days
4	Program baseline budget and cost report format	NTP + 30 days
5	Grant Compliance and Reporting Plan (Section 7.24.1)	NTP + 45 days
6	Existing conditions investigations complete; scope and budget validation report for all Projects	NTP + 45 days
7	Long lead procurement assessment and early release strategy approved	NTP + 30 days
8	Design consultants procured and under contract, all Projects	NTP + 30 days
9	Issued for Competitive Bid (first package)	To be determined
10	All GMPs executed and all trade contracts executed by the CM	To be determined
11	Substantial Completion (all projects)	To be determined
12	Final Completion, financial reconciliation, and grant closeout	December 2, 2028

7.11 Existing Conditions and Due Diligence

The CM shall be responsible for coordinating and managing investigations necessary to understand existing conditions before advancement of final design. The University may provide drawings, studies, reports, equipment information, or other available records. Such information is reference information only. The University makes no representation as to its accuracy or completeness, and its availability shall not relieve the CM or its design consultants of responsibility for appropriate field verification.

Investigations shall include, where applicable:

- Field surveys
- Verification of existing drawings
- Existing equipment assessments
- Utility locating
- Structural investigation
- Hazardous materials testing, including asbestos, lead, and PCB, in roofing, piping insulation, mechanical spaces, and other locations reasonably expected to contain regulated materials given the age of the building stock
- Environmental investigation
- Building envelope investigation
- Electrical capacity studies
- Mechanical system assessments
- Plumbing system assessments
- Fire protection and life safety evaluations
- Code review
- Accessibility review
- Equipment testing
- Other investigations necessary to establish a reliable design basis.
- Unknown conditions that reasonably could have been identified through appropriate investigation shall not constitute justification for additional CM compensation, additional time, or an increase to an approved GMP.

7.12 Design Phase Services and Coordination with the University's Architect

The University shall retain a New Jersey licensed architect, and its engineering consultants, under a direct agreement separate from this Agreement (the "Architect"), to provide design services for each Project. The CM shall not retain, hold a contract with, or bear contractual responsibility for the Architect. Selection of the Architect, and of any subsequent design consultant, is the University's decision.

The CM's role during design is to act as the University's program and cost

adviser: coordinating the design process from a schedule and budget standpoint, reviewing the Architect's deliverables for constructability, cost, code, and grant-eligibility implications, and identifying omissions, conflicts, incomplete scope, and coordination issues across the multiple Projects in this program before procurement and construction, including in particular the interdependencies between concurrent Projects in the same building (for example, chiller replacement with terminal unit replacement, BMS migration with all mechanical work, and generator installation with electrical distribution and life-safety systems).

7.12.1 Design Phases, Deliverables, and Review Milestones

Each project shall follow the University's established design phase structure. Unless otherwise approved by the University, the Architect shall deliver, and the CM shall independently review and validate against schedule, budget, and grant eligibility, the following phases and deliverables:

A. Concept Design Phase

Baseline code analysis for existing conditions and current configuration.

- A minimum of two (2) concepts for University evaluation, each including proposed plans and, where the project involves occupied or public-facing space, renderings capturing finish level and appearance
- Confirmation of space utilization and proposed occupancy load, where applicable
- Feasibility study and code analysis for each concept, including preliminary evaluation of restroom capacity, stairwell and egress capacity, available services and infrastructure, ADA access, and area of refuge, as applicable to the project type
- Estimated cost for implementation of each concept, inclusive of any compliance or infrastructure work required to correct deficiencies identified in the code analysis, and review for all applicable regulatory agencies and public utilities

B. Design Development and Code Analysis Phase

- Detailed code analysis for the approved design, confirming that all planned use and occupancy are accommodated, and comprehensive enough that all objectives are permissible and procurable upon entering the Construction Document Phase
- Refined cost estimate for the approved concept

C. Construction Document Phase

- 50% Construction Documents
- 90% Construction Documents, with construction cost estimate.

- 100% Construction Documents
 - Complete technical and material specifications identifying finish level and specialized equipment
 - Permittable MEP and construction code analysis.
- D. Plan Review and Permitting Phase (see Section 7.15). The Architect leads regulatory submissions as design professional of record; the CM tracks, expedites, and coordinates
- E. Bidding and Construction Award Phase (see Section 7.16)
- F. Issued for Construction. The CM shall coordinate with the Architect to establish and maintain the “Issued for Construction” document status for each project. This status establishes the contractual document set without implying that construction documents will never require clarification or modification.
- G. CM deliverables to the University at each phase. At each applicable milestone the CM shall independently provide the University with:
- Updated project schedule
 - Updated independent construction cost estimate, reconciled against the Architect’s estimate and against the applicable grant allocation, in advance of GMP establishment under Section 7.17
 - Constructability assessment
 - Value engineering recommendations
 - Regulatory status
 - Long lead procurement assessment
 - Campus impact assessment
 - Risk assessment

Grant eligibility review, identifying any scope that may fall outside the eligible categories of the applicable Program.

University review period. Consistent with the University’s established design schedule standard, the University shall complete its review and approval within fifteen (15) calendar days of receipt of a complete milestone submission from the CM. The CM shall build this duration into the Master Program Schedule and shall track the Architect’s performance against it, escalating to the University in writing if the Architect’s deliverables are late or incomplete. The University’s separate agreement with the Architect should incorporate design-phase durations and submission-completeness standards consistent with this Master Program Schedule.

Design presentations. The CM shall coordinate oral design presentations, delivered by the Architect, at Concept Phase completion and at Final Design Phase completion for each project or package involving occupied, public-facing, or programmatically complex space, with plans, elevations, and

renderings as appropriate. Design meeting minutes shall be distributed within two (2) business days.

No Project shall proceed to competitive Bid without the University's written approval of the 90% or 100% Construction Document submission, as designated by the University.

The University's review, comment, or approval of any design deliverable, and the CM's review or cost validation of any design deliverable, is for general conformance with University requirements and program budget only. Neither shall relieve the Architect of responsibility for the adequacy, completeness, coordination, or code compliance of the design; that responsibility rests with the Architect under its separate agreement with the University and is outside the CM's scope of services.

7.12.2 University Design Standards and Specification Format

All drawings shall conform to Kean's AutoCAD format and drawing standards.

All project specifications shall be formatted in CSI format. The CM shall verify that specifications prepared by the Architect are complete, that inapplicable sections have been removed, and that remaining sections are consistent and specific to the project scope, and shall report any deficiency to the University.

Wherever a specification calls for a product or manufacturer, the specification shall include a minimum of two choices and a final choice stating "or approved equal." Sole source specifications are not permitted.

Designs shall conform to University standards including the Automated Logic (ALC) building management system, the CBORD card access system, and the Kean Master Key System. All doors and door hardware shall be designed to accept card access and to coordinate with the Kean Master Key System.

Standardization and sole source, required approach. Several projects in this program depend on integration with existing proprietary University systems, most notably the campus-wide BMS migration to ALC and the campus-wide access control work. The University's prohibition on sole source specifications and its requirement to standardize on existing platforms are reconciled as follows:

Where integration with an existing proprietary University system is required, the Architect shall specify by performance and interoperability criteria, identifying the required protocol, front-end

integration, graphics, and point mapping, and shall permit any product meeting those criteria.

Where no product other than the University's existing platform can satisfy the operational requirement, the CM shall coordinate submission of a written standardization justification to University Procurement and Business Services for approval before the specification is issued for Bid. The justification shall identify the operational basis, the alternatives considered, and the lifecycle and maintainability rationale.

The CM shall flag, in writing, to the University any specification that appears to effectively limit competition to a single supplier without the prior written approval described above.

The University's separate agreement with the Architect should include provisions consistent with this Section, and should assign the Architect responsibility for the adequacy, completeness, coordination, and code compliance of the design, professional liability insurance, and ownership and licensing of the design documents. Those provisions govern the Architect's own agreement and are outside this CM Scope of Services; they are noted here only so procurement is coordinated.

7.12.3 University Project BIM Naming Convention:

All Project and Building Information Modeling (BIM) deliverables produced under this program - models, drawing sheets, schedules, specifications, reports, and related data - shall conform to the University's Project BIM Naming Convention ("the Naming Convention"), summarized in this Section. Files that do not conform are not accepted into the project record and do not satisfy submission requirements.

The Naming Convention applies to the Architect and its consultants, to every trade Contractor, and to the CM itself. The CM shall verify compliance at each submission, shall return nonconforming files to the submitting party uncorrected; a returned file does not count as a valid deliverable and does not toll any submission deadline, and shall confirm any new site or campus code with the University's Facilities BIM Lead before that code's first use.

Part 1: Project Identity. Every Project has one identity, expressed at three levels of detail. Each fuller form adds context without ever changing the core Project Number.

Layer	Identifier	Adds
Project Number	000014	Unique key
Project ID	STEM-2026-000014-KU	+ Year, Campus, and Site
Project Name	STEM-2026-000014-KU-Heat Pump Replacement	+ Short Description

Project-level field definitions:

Field	Format	Description	Example
Project Number	6 digit	Last 6 digits of the Asset Essentials Project #	104827
Campus	2–3 char	Primary campus code (see Part 2 register)	KU
Site	3–4 char	Primary building code, if CAMP = campus-wide and Lot or Street Name if Road Work	STEM
Title	text	Concise plain-language scope, Title Case	Heat Pump Replacement

Project Title rules: plain language describing the actual scope in Title Case (e.g., “Heat Pump Replacement,” not “Project 14”); 50 characters maximum; no / \ : * ? " < > | or emojis. The Title is not part of any BIM file name — it is display-only, used in folder names, reports, and Asset Essentials — because it is free text with spaces that would break the file-naming rules below.

Location codes: Campus and Site shall reflect the Project’s primary location. Use CAMP for a campus-wide Project and MULT for a multi-building Project, listing the affected buildings in the Title. All codes are per the registers below; the CM shall confirm any code not already published with the Facilities BIM Lead before first use.

Part 2: BIM File Naming Structure.

Every BIM file name is built from eight fields, separated by hyphens, in CAPITALS only, with no spaces, underscores, or other special characters:

**SITE-YEAR-PROJECTNO-CAMPUS-SHORTDESC-DISCIPLINE-TYPE-
NUMBER** Example: **STEM-2026-104827-KU-FLOORPLAN-A-M3-0001**

The first four fields (Site-Year-Project No-Campus) are the Project ID from Part 1 above and are fixed the moment the Project is created; naming the Project therefore names its files. The remaining four fields identify the individual file, the Short Desc. field is the file’s own short label (e.g., FLOORPLAN), distinct from the Project Title.

BIM file-level field definitions:

Field	Format	Description	Example
Year	4 digit	Calendar year the project opened	2026
Project No.	6 digit	Last six (6) digits from Asset Essentials Project	000013
Campus	2–3 char	Campus code (register below)	KU
Site	3–4 char	Kean Campus assigned site code	STEM
Short Desc.	≤20 char	Concise, readable file descriptor (rules below)	FLOORPLAN
Discipline	1–2 char	Discipline code (register below)	A
Type	2 char	Content / form of the file	M3
Number	3 digit	Sequential file number	001

Code registers (the University issues and maintains all values below; the CM shall apply the published values exactly):

Campus Codes	
Format	CAPITALS, no spaces or hyphens
Length	16 characters maximum
Purpose	Concise readable file descriptor
Examples	SITEPLAN · FLRPLAN · ROOFTDL

Discipline Codes	
A	Architectural
S	Structural
M	Mechanical / HVAC
E	Electrical
P	Plumbing
FP	Fire Protection
C	Civil
L	Landscape
T	Telecom / Technology
XX	Multi-discipline

Type Codes	
M3	3D model
M2	2D model
DR	Drawing sheet
SH	Schedule
SP	Specification
RP	Report
CO	Coordination / federated

Campus Codes	
KU	Union
KJC	Jersey City

Short Description rules: CAPITALS, no spaces or hyphens; concise and readable (e.g., SITEPLAN, FLRPLAN, ROOFTDL).

Governance and compliance:

- Code authority. The University issues and controls all project, campus, and building codes and the discipline and type registers. The Architect, the CM, and every Contractor shall apply the published values exactly and shall confirm any new site or campus code with the University's Facilities BIM Lead before first use
- Locked at kickoff. The naming scheme and applicable codes for each Project are fixed at project kickoff and shall be documented in the Project's records
- Enforcement. Nonconforming files are returned to the submitting party uncorrected and do not count as a valid deliverable or satisfy any submission requirement
- Scope boundary. This Naming Convention governs file names only

The CM shall incorporate this Naming Convention, by reference, into its agreement with each trade Contractor and shall confirm that the University's separate agreement with the Architect contains an equivalent requirement. Compliance shall be verified as part of the CM's document control responsibilities under Section 7.27 and confirmed again at closeout under Section 7.28.

7.13 Cost Estimating and Budget Control

The CM shall maintain continuous cost control from project initiation through final closeout.

Each State funded project shall maintain a separate cost report comparing the approved grant allocation against current and projected total project cost.

The CM shall prepare updated estimates at each design milestone identified in Section 7.12.1 and shall immediately notify the University if projected costs are approaching or exceeding the available project budget.

Cost reports shall clearly distinguish:

- Original approved budget
- Current approved budget
- Funding source by project: CIF, HEFT, institutional, or blended
- Design costs
- Construction costs
- Testing and inspection
- Commissioning
- Permits and regulatory fees

- Insurance and bonds
- CM costs
- Allowances
- Contingency
- Approved changes
- Pending changes
- Committed costs
- Paid costs
- Forecasted remaining costs
- Projected final cost
- Grant eligible costs
- Potentially ineligible costs
- Remaining available funding

The CM shall additionally provide monthly cash flow projections by project, by funding program, and by calendar year for the full program duration, in a format supporting the University's reporting obligations under Section 7.24. The CM is in charge of reviewing costs, but under no circumstances does the CM have the authority to incur costs on behalf of the University.

7.14 Value Engineering and Constructability

The CM shall continuously evaluate the design for constructability, cost effectiveness, procurement risk, schedule impact, maintainability, system reliability, and lifecycle value.

Value engineering shall not consist solely of reducing initial construction cost.

Recommendations shall consider:

- System reliability
- Useful life
- Maintenance requirements
- Availability of replacement parts
- Energy performance
- University operating costs
- Standardization with existing University systems, including the University's Automated Logic building management system standard and campus keying and access control standards
- Grant eligibility, and whether the recommendation alters the scope as approved by OSHE
- Regulatory requirements
- Construction schedule
- Student and campus impacts

The CM shall clearly identify any recommendation that reduces the originally intended scope, quality, performance, useful life, or redundancy.

No value engineering recommendation that would materially alter the funded scope of a State Funded Project shall be implemented without prior written University approval, because such a change may require notice to or approval from OSHE or NJEFA.

7.15 Regulatory and NJDCA Coordination

The Architect, as design professional of record, is responsible for preparing and submitting construction documents for regulatory plan review and for responding to reviewer comments. The CM shall manage the regulatory approval process at the program level — tracking, expediting, and coordinating each project from initial code analysis through final approvals — and shall not rely solely upon the Architect to advance regulatory review.

The CM shall determine the applicable enforcing agency for each project and shall coordinate with the New Jersey Department of Community Affairs, applicable municipal enforcing agencies, and all other Authorities Having Jurisdiction.

The CM shall track and coordinate:

- Plan review submissions
- Electronic submissions
- Required applications
- Review comments
- Design team responses
- Resubmissions
- Plan releases
- Permit applications
- Required inspections
- Temporary approvals
- Certificates of Occupancy
- Certificates of Approval
- Final regulatory closeout

The CM shall incorporate published regulatory review durations into the Master Program Schedule and shall maintain a regulatory log for each project.

The CM shall assist Contractors in completing and applying for NJDCA construction permits once contracts are awarded, shall coordinate the Architect's response to reviewer comments, and shall track all Authorities Having Jurisdiction approvals throughout the life of each project from plan review through issuance of Certificates of Occupancy or Approval and beyond.

Environmental and other regulatory approvals. The CM shall coordinate

preparation and submission by the Architect or the CM, as appropriate to each approval; of all documentation required by other regulatory agencies, including as applicable:

NJDEP Air Pollution Control and Title V permitting; anticipated for the boiler and generator projects.

NJDEP Treatment Works Approval; anticipated where sanitary or process waste connections are altered.

Soil Conservation District certification; anticipated for underground steam and condensate line replacement and site work.

NJDEP wetlands permitting, as needed.

State Historic Preservation Office (SHPO) submissions, as needed. The CM shall determine early in each project whether SHPO review is triggered, with particular attention to work affecting historic structures and building exteriors, including Hepburn Hall.

All utility company coordination, service applications, and shutdown approvals.

7.16 Competitive Procurement of Trade Contracts

The CM shall be responsible for the execution and completion of all trade and prime construction contracts directly with each Contractor for any projects related to CIF and HEFT funding.

7.16.1 Statutory and Contractual Framework

Once this bid is awarded and a CM is assigned, the University, in conjunction with the CM, will begin the public bidding process for the projects set forth in Attachment C. The CM will take an advisory role to assist the University in the development of a scope of work that may form the basis of a Bid solicitation. The CM may be asked to execute a confidentiality agreement prior to the commencement of work. The CM and any parent, subsidiary, or affiliate companies are not permitted to submit a response to a Bid that the CM was involved in developing. The CM may be asked to serve as a non-voting technical advisor on an Evaluation Committee once Bids have been received. This form, as well as the resume of the individual(s) intending to take part in the evaluation process, must be forwarded to the University's Business Ethics Officer for review and approval. Once approved, the CM can take place in the evaluation process as a non-voting technical advisor.

Any materials developed by the CM during the course of its work remain the property of the University and cannot be distributed to any outside party.

Once a bid is awarded for a particular Project, the University will

execute an agreement with the awarded Bidder for each Project. The CM will not be a party to that agreement, but the University will designate the CM as its designee to ensure execution and completion of the Project, subject to the regular updates and communications set forth in this Bid and the Agreement between the University and the CM.

7.16.2 Procurement Process — University Co-Administration

For each Project, the CM shall:

- Assist the University with a recommended Bid packaging strategy
- Assist the University in completing the bid documents in advance of publication, which will include but not be limited to review of scope of services, drawing, specifications, instructions to Bidders
- Attend and site walkthroughs, with a University representative
- Assist the University with drafting responses to Bidder questions
- Attend public Bid openings and pre-Bid meetings
- May be asked to serve as a non-voting member of the University's evaluation committee to evaluate Bid responses

7.17 Guaranteed Maximum Price

A separate GMP shall be established for each individual CIF or HEFT funded project unless otherwise approved by the University. Related projects may be combined for procurement or construction efficiency; however, individual State award accounting shall remain separate, and any combined GMP shall allocate all costs to the applicable State Funded Project.

Each GMP shall be fully transparent and records relating to each GMP will be kept by the CM for the period set forth in Section 7.24.5.

To assist with the calculation of the GMP, the CM shall provide complete supporting documentation identifying:

- Trade contractor costs, supported by all Bids received and Bid tabulations
- Permitting costs
- Testing and inspection
- Commissioning
- Insurance
- Bonds
- CM costs
- Temporary construction
- Allowances
- Contingency
- Equipment

- Technology
- Furniture where applicable
- Other hard costs
- Other soft costs
- CM Fee
- Alternates
- Unit prices
- Assumptions
- Clarifications
- Exclusions
- Construction schedule
- Date of Substantial Completion
- The list of drawings, specifications, and addenda upon which the GMP is based, with written confirmation from the Architect that those documents are complete and coordinated for construction
- Any other information necessary for the University to fully understand the proposed GMP

The University may accept, reject, or negotiate a proposed GMP.

The CM shall be responsible for all costs in excess of an approved GMP except to the extent such costs arise from University-directed scope changes approved in writing, from differing site conditions properly documented and accepted by the University subject to Section 7.11, from design errors or omissions by the Architect, or from excusable delay as defined in the Agreement.

Design errors or omissions. Because the Architect is retained directly by the University and not by the CM, the CM bears no responsibility for the cost impact of the Architect's design errors or omissions, and the GMP shall be equitably adjusted for that impact. The CM remains responsible for identifying such errors through its constructability review under Section 7.12 and for promptly notifying the University in writing when one is found; a failure to identify an error that a competent constructability review should have caught is a CM responsibility, not an Architect one, for purposes of this adjustment.

7.17.1 CM Fee

The Bidder should propose its CM Fee as a percentage for projects completed. The Bidder should propose one percentage for the entire program.

Conversion at GMP. Upon University execution of each GMP Amendment, the CM Fee for that GMP shall be converted to a fixed dollar amount calculated by applying the proposed percentage to the Cost of the Work included in that GMP. Thereafter the CM Fee shall be adjusted only for University-directed changes in the Work approved in writing, at the same proposed percentage.

No Fee shall be earned on, and no markup shall be applied to:

- Contingency draws and unused allowances
- Change orders arising from design errors or omissions by the Architect
- Change orders arising from the CM's own errors, omissions, or failure to coordinate
- Costs of correcting defective or non-conforming work
- Liquidated damages, fines, penalties, or interest
- Insurance proceeds or recoveries
- Grant funds disallowed, de-obligated, or repaid
- General conditions and the CM's routine project management expenses shall be included within the proposed CM Fee unless expressly identified and approved otherwise by the University. Bidders are advised that this allocation is a deliberate modification of the standard cost allocation used in AIA A133–2019 and shall price accordingly.

Travel, software, printing, document management, ordinary administrative costs, and other costs necessary to provide the required CM services shall not become additional reimbursable expenses unless expressly identified in the Fee Bid Form and accepted by the University.

Rates proposed for additional services shall be firm for the term of the Agreement and inclusive of all expenses.

The Architect's fee is established under the University's separate agreement with the Architect and is not part of the CM's Fee Bid Form.

7.17.2 Cost of the Work — Included and Excluded

Included: trade contractor and supplier costs under competitively procured contracts; direct labor of CM personnel located at the site to the extent expressly approved in the Fee Bid Form; materials and equipment incorporated into the Work; rental costs of construction equipment; permit and regulatory fees; testing and inspection; commissioning; temporary facilities and utilities; project-specific bonds and insurance; and other costs expressly approved in writing by the University.

Excluded and not reimbursable: CM home office and corporate overhead; salaries of CM personnel not expressly approved; profit; costs arising from the CM's negligence, errors, omissions, or failure to fulfill a specific responsibility; costs to correct defective or non-conforming work; the Architect's fee; fines and penalties; interest and financing costs; costs exceeding an approved GMP; costs incurred without required University authorization; entertainment; charitable and political contributions; and any cost determined ineligible under

the applicable Grant Agreement as a result of the CM's act or omission.

Audit. The University, its auditors, OSHE, NJEFA, and the State of New Jersey shall have the right to audit all records supporting the Cost of the Work, the CM Fee, contingency use, trade procurement, and change orders, at any time during the Agreement and throughout the retention period established in Section 7.24.5. Amounts determined by audit to have been improperly charged shall be promptly refunded to the University.

7.18 Contingency and Shared Savings

Each Project's GMP may include one identified contingency appropriate to the project risks. Contingency is held within the GMP; the CM shall disburse it only with prior written University approval for each use.

Use of contingency shall require prior written University approval.

The CM shall maintain a contingency log identifying:

- Original contingency
- Each proposed use
- Justification
- Grant eligibility of the proposed use
- University approval
- Amount utilized
- Remaining balance
- Unused contingency shall revert to the University unless the final agreement establishes an approved shared savings incentive
- Any shared savings provision shall be separately defined in the final agreement and shall not permit the CM to receive savings resulting from
 - Scope deletion
 - Deferred work
 - Reduced quality
 - Unused allowances
 - Design omissions
 - Unperformed work
 - Outstanding claims
 - Incomplete closeout
 - Grant ineligible expenditures

Interaction with State funding. Because all funds are State bond proceeds, any shared savings provision must be reviewed against the applicable Grant Agreement before adoption.

7.19 Change Management

No change shall be implemented without appropriate written authorization from the University.

The CM shall evaluate each proposed change for:

- Contractual entitlement
- Scope
- Cost
- Schedule impact
- Grant eligibility, and whether the change alters the funded scope as approved by OSHE
- Campus impact
- Impact on other contracts or projects
- Available contingency
- Alternative methods of accomplishing the work

The CM shall acknowledge a Contractor's Change Order Request within one (1) business day and shall provide its written recommendation to the University as promptly as practical based upon the complexity of the request. No change shall be executed without the University's prior written approval; upon approval, the CM shall execute the change directly with the applicable Contractor, consistent with the CM's contractual privity under Section 7.16.

The CM shall maintain a complete change log identifying proposed, pending, approved, rejected, and executed changes, with the applicable State Funded Project and funding program identified for each.

7.20 Construction Phase Services

The CM shall manage all construction activity and shall be responsible for overall coordination of parties under its control.

Construction phase responsibilities shall include:

- Construction supervision
- Contractor coordination
- Schedule management
- Cost management
- Quality control
- Safety management
- Daily field reporting
- RFI administration
- Submittal administration
- Change management
- Testing coordination
- Inspection coordination

- Commissioning coordination
- Contractor payment review
- Certified payroll collection, review, and maintenance
- Campus access coordination
- Shutdown management
- Punch list management
- Regulatory closeout
- Project closeout
- Warranty coordination

Payment mechanics. The CM shall review and certify each Contractor's payment application.

The CM shall provide sufficient supervision based upon the volume and complexity of active work and shall provide full-time on-site superintendence during periods of active construction.

7.21 Request For Information, Submittal, and Payment Controls

The below controls follow standards established by the University. It is the University's expectation that they will apply across the CIF and HEFT program. Unless otherwise established for an individual project:

- The CM shall reply to the Owner in writing within twenty-four (24) hours of receiving any Change Order Request.
- RFIs shall be responded to within two (2) business days. The CM shall keep current and distribute the Project RFI Log. The Architect is under separate direct contract to the University, not to the CM; the CM shall log, route, and press RFIs toward this duration and shall escalate to the University in writing where the Architect is not meeting expectations. The University's agreement with the Architect should incorporate a matching RFI turnaround commitment.
- The CM shall create, maintain, and distribute a Master Submittal Log inclusive of all project submittals.

Submittal review shall be the second item discussed in weekly meetings, after safety.

Shop drawings and other submittals shall be processed and reviewed within five (5) business days. Critical and long lead submittals shall receive priority review.

The CM shall submit daily and weekly field observation reports in digital format.

Contractor payment applications shall be reviewed for accuracy, percentage complete, stored materials, approved changes, required documentation, certified payroll submission, lien waivers, and grant allocation. Applications lacking required grant or statutory documentation shall not be recommended for payment.

Contractor payment requisitions shall be reviewed and approved or disapproved within ten (10) business days.

Meeting minutes shall be prepared and distributed within two (2) business days.

All CM invoices shall be itemized and shall be approved in writing by an authorized representative of the requesting department and/or the Vice President for Campus Operations before payment is processed.

7.22 Campus Shutdowns and Operational Continuity

Protection of University operations shall be a critical CM responsibility.

The CM shall provide a minimum of thirty calendar days advance notice for planned service interruptions unless a different period is approved by the University.

No planned interruption shall proceed without University authorization.

For significant shutdowns, the CM shall prepare a detailed Method of Procedure addressing:

- Scope
- Buildings and systems affected
- Date
- Duration
- Sequence
- Responsible parties
- Safety requirements
- Temporary services
- Required staffing
- Emergency procedures
- Contingency procedures
- Restoration sequence
- Testing
- Required University communication
- Required University approval

The University may require disruptive work to occur during evenings, weekends, academic breaks, summer periods, or other periods necessary to protect University operations.

Life safety impairments. Any impairment of fire alarm, sprinkler, standpipe, or emergency power systems shall require an approved impairment plan, fire watch where required, and notification to University Public Safety and the local fire official. Accessible egress shall be maintained at all times.

Seasonal constraints. No work shall leave an occupied building without heat during the heating season or without cooling where required for occupancy, research, or technology spaces during the cooling season. Temporary

services required to satisfy this requirement shall be planned, priced, and included in the applicable GMP.

Emergency response. The CM shall provide twenty-four hour emergency contact coverage for construction-related emergencies and shall coordinate with the University's Manager on Duty structure for all after-hours activity. The Manager on Duty Schedule for all University campuses will be provided to the CM in advance of the CM beginning work.

7.23 Meetings and Program Reporting

During periods of active design or construction, the CM shall conduct an in-person program meeting with the University no less than once per week. The University may reduce the frequency to every other week when project activity warrants. The CM shall provide the meeting agenda in advance and shall distribute meeting minutes and action items within two business days following the meeting. Required CM attendees shall include the Program Manager, appropriate Project Manager, and Superintendent for active construction, together with other technical personnel as required.

Meeting minutes shall clearly identify:

- Decisions made
- Action required
- Responsible party
- Required completion date
- Outstanding action items from prior meetings

The CM shall additionally convene a quarterly grant compliance review with University Facilities, Finance, and Procurement addressing expenditure pacing, cost eligibility, reimbursement status, documentation completeness, and audit readiness.

The CM shall attend and support any meeting, site visit, audit, or presentation required by OSHE, NJEFA, the State Treasurer, the University's auditors, or the University's Board of Trustees, at no additional cost.

7.23.1 Monthly Executive Report

The CM shall submit a consolidated monthly executive report for the entire CIF and HEFT program. The report shall include:

- Executive summary
- Overall program status
- Individual project status
- Current milestone performance, including status against the contract execution deadline in Section 7.10.2
- Critical path issues
- Budget and forecast
- Committed costs

- Cash flow projection by project, by funding program, and by calendar year
- Grant reimbursement status
- Change activity
- Procurement status
- Regulatory status
- Safety performance
- Significant project risks
- Required corrective actions
- Construction photographs
- Upcoming shutdowns
- Decisions required from the University
- Sixty day to ninety day look ahead

7.24 CIF and HEFT Grant Compliance

The CM shall provide all program management, financial tracking, documentation, and administrative support reasonably necessary for the University to satisfy the applicable CIF and HEFT grant requirements.

7.24.1 Grant Compliance and Reporting Plan

Within forty-five calendar days following Notice to Proceed, the CM shall submit for University approval a written Grant Compliance and Reporting Plan identifying, for each State Funded Project: the funding program, eligible cost categories, documentation to be collected, reporting calendar, responsible individuals, and record retention protocol.

The CM shall review and become familiar with each applicable Grant Agreement and shall confirm in writing that its procedures conform to it.

7.24.2 Separate Accounting and Cost Eligibility

The CM shall:

- Maintain separate accounting for each State Funded Project. Combining projects into a common design, procurement, or construction package shall not eliminate separate accounting. Where a package spans multiple projects or funding programs, the CM shall apply a cost allocation methodology approved by the University in advance and shall apply it consistently and documentable
- Track all commitments, invoices, payments, reimbursements, and remaining funding by project and by program
- Track eligible and potentially ineligible costs and identify questionable grant eligibility before costs are incurred
- Apply the eligibility framework of the correct Program to each cost. CIF grant funds support renewal, renovation, improvement, expansion, construction, and reconstruction of facilities and

technology infrastructure. HEFT grant funds support construction, reconstruction, development, extension, and improvement of instructional, laboratory, communication, and research facilities. Scope eligible under one Program is not automatically eligible under the other

- Track the University's institutional share separately where applicable. As a four-year public institution, the University is obligated to pay one-third of the debt service on CIF bonds issued to fund its CIF projects
- Notify the University in writing before implementing any change that would alter the funded scope of a State Funded Project, as such changes may require notice to or approval from NJEFA

7.24.3 Tax-Exempt Bond and Requisition Compliance

Because grant funds are derived from tax-exempt bond proceeds, the CM shall:

- Maintain requisition-ready documentation for every drawing in the form required by NJEFA, including invoices, proof of payment, and supporting cost detail
- Maintain records supporting reimbursement of expenditures incurred prior to bond issuance, consistent with the University's declaration of official intent
- Support the University's tracking of expenditure pacing and spend-down of bond proceeds
- Promptly notify the University of any proposed arrangement that would place a private party in possession, control, or use of a bond-financed facility, so that the University may evaluate private business use implications

7.24.4 Grant Reporting Deliverables

- CM will provide the following deliverables to the University: Requisition support package, Monthly, With each requisition
- Grant expenditure report by project and program, Monthly
- Cash flow projection by project, program, and calendar year, Monthly
- CIF student support facility percentage tracking, Monthly
- Project status report suitable for State reporting, Quarterly, Within 10 days of quarter end
- Annual grant status report package
- Project completion report and final cost certification, Per project, Within 30 days of Final Completion
- Program final report and complete records turnover, Once, Within 60 days of final Substantial Completion

Additionally, the CM shall maintain: complete procurement and contracting records; certified payroll records; invoices and proof of payment; schedule

and progress documentation; change documentation; photographs and completion documentation; and all required State approvals. The CM shall assist the University in responding to any NJEFA, OSHE, auditor, or other State inquiry, and shall support the University through final financial reconciliation and grant closeout.

7.24.5 Records Retention and Audit

All books, records, correspondence, schedules, cost documentation, certified payrolls, and electronic files relating to the Projects shall be retained for the longer of (a) five years from final payment, (b) the period required by the applicable Grant Agreement, or (c) the life of the bonds issued to fund the applicable grant plus three years.

All such records shall be made available to the University, the New Jersey Office of the State Comptroller, OSHE, NJEFA, the State of New Jersey, and their auditors upon request. All project records are and remain the property of the University.

7.24.6 Consequences of Non-Compliance

If grant funds are disallowed, withheld, de-obligated, or required to be repaid as a result of the CM's failure to perform its obligations under this Section, the CM shall be responsible to the University for the resulting loss, and such amounts may be withheld from sums otherwise due the CM.

7.25 Public Works and Statutory Compliance

The CM shall ensure compliance by itself and by all trade contractors and subcontractors with, and shall collect and maintain all documentation required by, the following.

The CM shall verify these requirements at prequalification and Bid evaluation, incorporate them into every trade contract as flow-down provisions, and confirm compliance before recommending any payment.

Criminal background checks. Prior to performing work on university campuses, the CM and its trade contractors shall conduct criminal background checks for each employee who will be performing work on site, covering the maximum period permitted under applicable law. The CM will notify the University if a criminal background check for an employee uncovers prior criminal history, and the University will have the discretion to disallow that employee from working on its campus.

7.26 Project Document Control

The CM may utilize its preferred project management platform subject to University approval.

The CM shall continuously provide current project records to the University

through Microsoft Teams or another University designated repository throughout the duration of the program. Document transfer shall not be deferred until final project closeout.

The CM shall maintain, at a minimum:

- Master Program Schedule
- Individual project schedules
- Project budget register
- Commitment log
- Procurement log
- Change log
- RFI log
- Submittal log
- Risk register
- Decision log
- DCA and regulatory log
- Grant compliance calendar
- Reimbursement log
- Certified payroll log
- Shutdown log
- Contingency log
- Punch list log
- Closeout log
- Warranty log

All project data and documentation shall be the property of the University, which shall always have unrestricted access to it.

7.27 Project Closeout

Closeout shall be actively managed as a project phase and shall not begin only after construction is complete.

Each project closeout shall include, as applicable:

- Record drawings
- Operations and maintenance manuals
- Equipment schedules
- Manufacturer data
- Warranties
- Testing reports
- Commissioning reports
- Training documentation, including recorded owner training on all new systems
- Final inspection reports
- Certificates of Occupancy or Approval

- DCA and other regulatory closeout
- Spare parts
- Attic stock
- Asset information
- Preventive maintenance requirements
- Final lien releases
- Final contractor payment documentation
- Final project accounting
- Final grant documentation
- Complete electronic project record

The CM shall review each contractor's as-built drawings and shall provide the University with organized, inventoried digital copies. All closeout and turnover materials shall be compiled and submitted in an organized, inventoried digital archival format, including warranties, O&M manuals, commissioning reports, the submittal log, and all project logs. The CM shall assist as required in obtaining all required completion certificates from Authorities Having Jurisdiction.

Asset information shall be provided using a University supplied template suitable for upload into Asset Essentials, and shall include asset tag, manufacturer, model, serial number, installation date, building and room location, warranty expiration, and recommended preventive maintenance intervals.

Final payment for the applicable project shall be contingent upon satisfactory completion and acceptance of required closeout documentation and upon delivery and acceptance of all grant documentation required under Section 7.24.

A holdback of ten (10) percent of the CM Fee for each project shall be retained until closeout and grant documentation for that project is accepted.

7.28 Warranty Administration

The CM shall administer warranties for each completed project.

Unless a longer period is required by the applicable contract or manufacturer, warranty coverage shall be no less than one year beginning on the date of Substantial Completion of the applicable project or approved portion of the project.

The CM shall maintain a warranty register identifying the applicable contractor or manufacturer, warranty scope, commencement date, expiration date, contact information, and outstanding warranty matters.

The CM shall coordinate a warranty inspection with the University at nine months and again at eleven months following Substantial Completion of each significant project, and shall ensure identified deficiencies are

submitted to the responsible contractor or manufacturer for correction prior to expiration.

7.29 Schedule Recovery and Liquidated Damages

The CM shall continuously monitor actual performance against the approved Master Program Schedule and individual project schedules.

When a contractual milestone is missed or is reasonably projected to be missed, the CM shall immediately submit a written recovery plan identifying:

- Cause of delay
- Critical path impact
- Activities affected
- Corrective actions
- Additional staffing
- Resequencing opportunities
- Acceleration measures
- Revised forecast dates
- Grant deadline impacts
- University decisions required

Submission of a recovery plan shall not constitute a granted extension of time.

Where delay is attributable to the CM or parties under its control, required recovery measures shall be implemented without additional cost to the University.

The final agreement shall include Liquidated Damages associated with failure to achieve specified contractual completion milestones where such delay is attributable to the CM or parties under its control.

7.30 University Approval and Reserved Authority

Notwithstanding the responsibilities assigned to the CM, final authority for University scope, project priorities, budget, contingency use, material changes, significant schedule decisions, Architect selection, GMP acceptance, and project acceptance shall remain with Kean University.

The CM shall not, without prior written authorization from an authorized University representative:

- Increase an approved GMP
- Utilize contingency
- Materially modify approved scope
- Approve a material change
- Commit University funds
- Modify a State funded project in a manner affecting grant eligibility

8.0 **BID FORMAT AND CONTENT**

8.1 General

The information required to be submitted in response to this bid has been determined by Kean University to be essential for use by the University in the evaluation and contract award process. Bidders shall ensure that all information required herein is submitted. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy, or misstatement may be sufficient cause for rejection of the Bid or rescission of an award in accordance with applicable law. Bidders are encouraged to provide any additional information describing operational abilities.

Bidder must indicate on Attachment A, the Fee Bid Form, the amount as per the terms and conditions and specifications of the bid. The University reserves the right to request all Bidders explain the method used to arrive at any or all figures.

Bidders are cautioned that their failure to submit the information as required may result in a determination that the Bidder's Bid is non-responsive. Any qualifying statements by the Bidder which effect change(s) to the Bid, including but not limited to, special terms and conditions, specifications or other Bid requirements shall be regarded as non-responsive. Consequently, the Bidder's eligibility for contract award may be jeopardized. Therefore, Bidders are advised not to take exception to the terms, conditions, or specifications. In the event a Bidder wishes to take exception to any of the terms, conditions or specifications, such exceptions should be detailed in a cover letter to the Bid and must cross-reference the applicable page and section reference number.

- 8.2 The Fee Bid Form, the Request for Bid specifications, and any attachments submitted by the Bidder constitute the entire Bid.
- 8.3 All instructions, terms, and conditions contained in the specifications must be met to qualify for consideration of award.
- 8.4 Bids must adhere to the format and specifications set forth in this document. Responses to each requirement should be in order and clearly marked with the section number to which they respond.
- 8.5 Pages in Bids should be numbered.

- 8.6 All Bid prices shall be typed or written in ink and executed by the potential Bidder.
- 8.7 The Bidder's signature certifies that the Bidder can and will provide services as specified.

9.0 BIDDER DATA SHEET(S) – MUST BE COMPLETED BY BIDDER

- 9.1 Bidder must provide information requested below, preferably using this format. If additional space is needed, Bidder should use identical format.
- 9.2 References will be contacted by Kean University.
- 9.3 The number of years of experience the firm has provided construction management services. _____
- 9.4 Indicate the number of calendar days required, after notification of intent to award, to assume all contractual duties and responsibilities.

- 9.5 List on the following sheets the names and other required information on the following corporate level management and support personnel required to be assigned to this contract. If the firm does not use these designations, indicate equivalent:

Vice President in Charge of this Account.

Regional Manager in Charge of this Account.

District Manager in Charge of this Account.

9.5.1 VICE PRESIDENT IN CHARGE OF ACCOUNT

NAME: _____

EMAIL & PHONE NO.: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION: _____

EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):

OTHER EMPLOYMENT DATA: _____

BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES AT KEAN UNIVERSITY:

EDUCATION AND TRAINING: _____

REFERENCES WITH PHONE NUMBERS / EMAIL ADDRESSES:

9.5.2 REGIONAL MANAGER IN CHARGE OF ACCOUNT

NAME: _____

EMAIL & PHONE NO.: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION: _____

EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):

OTHER EMPLOYMENT DATA: _____

BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES AT KEAN UNIVERSITY:

EDUCATION AND TRAINING: _____

REFERENCES WITH PHONE NUMBERS / EMAIL ADDRESSES:

9.5.3 DISTRICT MANAGER IN CHARGE OF ACCOUNT

NAME: _____

EMAIL & PHONE NO.: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION: _____

EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):

OTHER EMPLOYMENT DATA: _____

BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES AT KEAN UNIVERSITY:

EDUCATION AND TRAINING: _____

REFERENCES WITH PHONE NUMBERS / EMAIL ADDRESSES:

- 9.6 Provide below a comprehensive list of three (3) college/university accounts, which your firm now services along with the required information of each account.

9.6.1 (1) Name of Account: _____

(2) Address: _____

- (3) How long has your agency provided construction management services to the above account?

- (4) List name, email, and phone number of individual at college/university we can contact for a reference check.

Contact Name: _____

Title: _____

Phone Number: _____

E-mail: _____

9.6.2 (1) Name of Account: _____

(2) Address: _____

- (3) How long has your agency provided construction management services to the above account?

- (4) List name, email, and phone number of individual at college/university we can contact for a reference check.

Contact Name: _____

Title: _____

Phone Number: _____

E-mail: _____

9.6.3 (1) Name of Account: _____

(2) Address: _____

(3) How long has your agency provided construction management services to the above account?

(4) List name, email, and phone number of individual at college/university we can contact for a reference check.

Contact Name: _____

Title: _____

Phone Number: _____

E-mail: _____

9.7 Provide below a comprehensive list of all accounts you have lost during the last three (3) years along with the required information.

9.7.1 (1) Name of Account: _____

(2) Address: _____

(3) Brief explanation as to why account was lost or not renewed:

- (4) Name, email, and phone number of individual we can contact for a reference check.

Name: _____

Email: _____

Phone Number: _____

9.7.2 (1) Name of Account: _____

(2) Address: _____

- (3) Brief explanation as to why account was lost or not renewed:

- (4) Name, email, and phone number of individual we can contact for a reference check.

Name: _____

Email: _____

Phone Number: _____

9.7.3 (1) Name of Account: _____

(2) Address: _____

- (3) Brief explanation as to why account was lost or not renewed:

- _____
(4) Name, email, and phone number of individual we can contact for a reference check.

Name: _____

Email: _____

Phone Number: _____

- 9.8 Provide location of Bidder's office that will be responsible for managing this contract.

NAME: _____

ADDRESS: _____

MANAGEMENT CONTACT: _____

EMAIL/PHONE NUMBER: _____

INDIVIDUAL CONTACT: _____

EMAIL/PHONE NUMBER: _____

- 9.9 Organizational Chart

Bidder must furnish an organizational chart of the firm's management organization structure.

- 9.10 Provide name of the insurance company from which Bidder intends to purchase the insurance set forth in Section 4.4 of the bid, including a person to contact at this firm:

NAME OF INSURANCE COMPANY: _____

ADDRESS: _____

CONTACT NAME: _____

CONTACT TITLE: _____

PHONE NUMBER: _____

- 9.11 Ongoing Litigation

Bidder shall provide a detailed description of any investigations or litigation involving any public sector clients during the past five (5) years, including administrative complaints or other administrative proceedings. Please include a description of the nature and status of each investigation. For any litigation, provide the caption and a brief description of the action, the date of inception, status, and, if applicable, disposition.

9.12 Program Management Approach and Methodology

Bidder must indicate on the following page(s) the Bidder's program management approach and methodology for Kean University construction management services. Use more sheets if necessary.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

Attachment A

**Kean University
CONSTRUCTION MANAGEMENT
Bid No. K26-10-12-1**

FEE BID FORM

(Company Name)

The Bidder should propose its CM Fee as a percentage for projects completed. The Bidder should propose one percentage for the entire program.

Construction Management Fee as a Percentage of projects completed

_____ %

Price Extension

Will you extend contract prices to other State Colleges and Universities?

☐ YES ☐ NO

Kean University is a member of the New Jersey Higher Education Purchasing Association (NJHEPA), whose members include the 4-year Public Colleges and Universities, as well as private institutions. The private Universities include Princeton University, Seton Hall University, Rider University, and Monmouth University.

Will you extend pricing to members of NJHEPA?

☐ YES ☐ NO

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for Bids. Upon receipt of written notice of the acceptance of the Bid, Bidder will execute the formal contract within ten (10) business days and deliver insurance certificates as per contract terms and conditions.

Pursuant to P.L. 2017, c. 95, please indicate whether the Bidder identifies as any of the following as defined in N.J.S.A. 52:32-19:

☐ Minority-Owned Business ☐ Women-Owned Business ☐ Small Business ☐ Veteran Owned ☐ Not Applicable

By signing and submitting this Fee Bid Form, Bidder certifies and confirms that:

- 1. Bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in Bid No. K26-10-12-1, including all terms and conditions for doing business with the State of New Jersey;**
- 2. Bidder's failure to meet any terms and conditions of the Bid documents shall constitute a breach and may result in suspension or debarment from further State Bidding;**
- 3. A defaulting Bidder may also be liable, at the option of Kean, for the difference between the contract price and the price Bid by an alternate Bidder of the goods or services in addition to other remedies available; and**
- 4. By signing and submitting this Fee Bid Form, Bidder consents to receipt of any and all documents related to this Bid solicitation and the resulting contract by electronic medium or facsimile.**

Respectfully submitted,

(Seal required if Bid is by corporation)

(Name of Company)

(Print Name & Title)

(Authorized Signature)

(Address)

(City, State, Zip)

Telephone Number: _____ Email Address: _____

Date: _____

Note: This Fee Bid Form must be signed. Not signing this form will be grounds to disqualify.

****END OF FEE BID FORM****

Attachment B

Kean University
CONSTRUCTION MANAGEMENT
Bid No. K26-10-12-1

BIDDER RATING SHEET

This “Criteria for Contract Award” will be used in conjunction with specific requirements detailed in the Bid.

Bidder	Weighted	Rating Range				
Criteria:	%	1	2	3	4	5
1. Qualification & Experience	35					
2. Pricing, Fee Structure and Payment Terms	15					
3. Key Personnel and Staffing Plan	15					
4. Program management approach and methodology	15					
5. Prior History & References	5					
6. Responsiveness & Compliance	5					
7. Financial Stability and Bonding Capacity	5					
8. Oral Presentation	5					
Total Overall Percentage	100					

Attachment C

Kean University
CONSTRUCTION MANAGEMENT
Bid No. K26-10-12-1

CIF and HEFT Approved Project List and Project Objectives

Ref.	Facility	Project	Category	Objective
KJC-07	Campus Wide	Mechanical Room Waterproofing	Building Envelope	Provide waterproofing in mechanical rooms to protect equipment from water infiltration.
KJC-09	Campus Wide	Security Enhancements: Exterior Doors and Entrances	Security	Provide security enhancements at exterior doors and entrances.
KJC-12	Financial Aid & Bursar	Financial Aid and Bursar Remodel	Interiors	Remodel the Financial Aid and Bursar offices to improve service flow and functionality.
KJC-13	Fries Hall	Building Repointing	Building Envelope	Repoint masonry mortar joints to restore the building envelope and limit moisture infiltration.
KJC-14	Fries Hall	Roof Replacement	Roof	Replace the roof system and address reported deterioration of roof edge and perimeter components.
KJC-15	Grossnickle Hall	Elevator: ADA Compliance	Elevator / ADA	Provide an additional elevator to achieve accessible vertical circulation consistent with ADA requirements for the building's current and planned occupancy.
KJC-16	Grossnickle Hall	Building Repointing	Building Envelope	Repoint deteriorated masonry mortar joints to restore the building envelope and limit moisture infiltration.

Ref.	Facility	Project	Category	Objective
KJC-17	Grossnickle Hall	Unit Ventilator and Fan Coil Unit Replacement	HVAC	Replace unit ventilators and fan coil units and integrate with the new chiller and building management system.
KJC-18	Grossnickle Hall	Life Safety Generator: New Installation	Electrical	Install an emergency generator to serve life safety systems and designated critical loads.
KJC-19	Grossnickle Hall	Roof Replacement	Roof	Replace the roof system.
KJC-20	Guarini Library	Generator: New Installation	Electrical	Install a generator to serve life safety systems and designated critical loads.
KJC-21	Guarini Library	Air-Cooled Chiller Replacement	HVAC	Provide a dedicated chiller for the building and remove reliance on the existing temporary rental unit.
KJC-22	Guarini Library	Unit Ventilator and Fan Coil Unit Replacement	HVAC	Replace unit ventilators and fan coil units and integrate with the new chiller and building management system.
KJC-23	Hepburn Hall	High Pressure Steam Boilers (2)	HVAC	Replace two natural gas high-pressure steam boilers serving the central plant.
KJC-24	Hepburn Hall	High Pressure Boiler Room Controls	HVAC	Replace high-pressure boiler room controls and integrate with the campus building management system.
KJC-25	Hepburn Hall	Building Repointing	Building Envelope	Repoint deteriorated masonry mortar joints to restore the building envelope and limit moisture infiltration.

Ref.	Facility	Project	Category	Objective
KJC-26	Hepburn Hall	Foundation Investigation and Structural Repairs	Structural	Perform a foundation and structural investigation and complete the repairs identified by that investigation.
KJC-27	Hepburn Hall	Generator — New Installation	Electrical	Install a generator to maintain power to the central steam plant and designated critical loads.
KJC-28	Hepburn Hall	Electric Chiller Replacement	HVAC	Provide a chiller dedicated to Hepburn Hall and decouple the building from the Karnoutsos Hall cooling load.
KJC-29	Hepburn Hall	LED Exterior Tower Lighting	Lighting	Replace exterior tower lighting with LED fixtures.
KJC-30	Hepburn Hall	Slate Roof Repair	Roof	Repair the slate roof to restore weather-tightness.
KJC-31	Hepburn Hall	Sump Pump and Floor Drain / Piping Replacement	Plumbing	Replace the sump pump and associated floor drains and piping to manage groundwater and limit flooding.
KJC-32	Karnoutsos Hall	Chiller Replacement	HVAC	Provide a dedicated chiller and remove the building's dependency on the Hepburn Hall chiller.
KJC-33	Multiple Buildings	Domestic Water Booster Pump System Replacement	Plumbing	Replace the domestic water booster pump system serving Hepburn Hall, Rossey Hall, and Karnoutsos Hall to restore adequate water pressure.

Ref.	Facility	Project	Category	Objective
KJC-34	Multiple Buildings	Corridor and Common Space Finishes	Interiors	Replace flooring, ceiling tiles, lighting, and finishes in corridors and common spaces at Hepburn Hall, Karnoutsos Hall, Rossey Hall, Guarini Library, Professional Studies, Visual Arts Building, and Fries Hall.
KJC-35	Multiple Buildings	Roof Replacement	Roof	Replace roofs and install fall protection railings at Fries Hall, Professional Studies, Guarini
		and Safety Railings		Library, Rossey Hall, and Vodra Hall (lower roofs).
KJC-36	Rossey Hall	Unit Ventilator and Fan Coil Unit Replacement	HVAC	Replace unit ventilators and fan coil units and integrate with the new chiller and building management system. See Notes C.3 and C.7.
KJC-37	Rossey Hall	Roof Replacement	Roof	Replace the roof system. See Note C.5 — overlaps KJC-35.
KJC-38	Science Building	Elevator Modernization and Machine Room	Elevator	Modernize or replace the two passenger elevators and associated machine room equipment. See Note C.5 — project title and description describe differing scopes; extent to be confirmed.
KJC-39	Science Building	Chiller Replacement	HVAC	Replace the chiller serving the building. See Note C.7.
KJC-40	Visual Arts Building	Low Pressure Heating Boiler (1)	HVAC	Replace the low-pressure natural gas heating boiler.

Ref.	Facility	Project	Category	Objective
KJC-41	Visual Arts Building	Foundation Investigation and Structural Repairs	Structural	Perform a foundation and structural investigation and complete the repairs identified by that investigation. See Note C.4.
KJC-42	Visual Arts Building	Roof Replacement and Exhaust Fans	Roof	Replace the roof system and associated rooftop exhaust fans.
KJC-43	Program Wide	Classroom and Lab Refresh	Interiors	Refresh finishes, ceilings, lighting, and furniture in selected classrooms and labs.
KJC-44	Program Wide	Underground Steam and Condensate Lines	Utilities	Replace the remaining underground steam and condensate distribution piping.

Attachment D

Kean University

CONSTRUCTION MANAGEMENT

Bid No. K26-10-12-1

DOCUMENT CHECKLIST AND FORMS

KEAN UNIVERSITY
DOCUMENT CHECKLIST

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

Required with submission of Proposal (Owner's "X")		Document	Bidder Shall Initial Each Item Submitted with Proposal
Form Provided By KU	Form Provided by Bidder		
X		Signed Fee Proposal Form	
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 Form	
	X	Include Bid Security, if applicable	
	X	Bidders Financial Qualification Statement	
X		Disclosure of Investigations and Other Actions Involving Bidder 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 Bidder: _____

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 Bidder {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 Bidder 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

BIDDER 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 bidder is a Non-Profit Entity ; and therefore, no disclosure is necessary. | ☐ | ☐ |
| 2. The bidder 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 bidder 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		
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- | | 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		
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5. As an alternative to completing this form, a bidder with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 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: _____

BIDDER 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 Bidder, 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 Bidder 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 BIDDER OF COMPLIANCE WITH
BUSINESS ETHICS GUIDE

I certify that as the bidder submitting this bid proposal and the bidder being awarded the contract that _____ (Name of bidder) 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 Bidder) 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 Bidder

Name of Bidder

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 Bidder 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 Bidder.

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 Bidder {Contractor}, whereby the Bidder {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 Bidder'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 Bidder {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



KEAN

ACI(NOWLEDGE RECEIPT OF ADDENDUM FORM

Bid Name: _____

Bid No.: _____

Bidder Name: _____

Address: _____

Bidder acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No Addenda were received/issued.

Signature of Principal

Title



DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE BIDDER 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: _____

BIDDER NAME: _____

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE BIDDER 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 Bidder, 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 Bidder 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: _____

BIDDER 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 Bidder, 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 Bidder 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: _____

B 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 Bidder has not achieved the goals,
Bidder 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:

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

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

Sign Here	Signature of U.S. person	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 • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: 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 C 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: _____

BIDDER 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 Bidder, 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 Bidder 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 "Bidder") 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 Bidder 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 Bidder 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 "Bidder" 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 Bidder 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 Bidder 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 Bidder is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Bidder is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Bidder's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Bidder's Authorized Representative	Date
Print Name and Title of Bidder's Authorized Representative	Bidder's FEIN
Bidder's Name	Bidder's Phone Number
Bidder's Address (Street Address)	Bidder's Fax Number
Bidder's Address (City/State/Zip Code)	Bidder's Email Address

ⁱ Bidder 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).