KEAN

REQUEST FOR QUALIFICATIONS

GENERAL CONTRACTING SERVICES

Bid No. K26-10-15-4

Event	Date	Time
Deadline for Questions and Inquiries	**10/26/26**	**12:00 p.m.**
Qualification Submission/Bid Opening Date	**11/10/26**	**2:00 p.m.**

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

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

RFQ Issued By:

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

Date: October 20, 2026

KEAN UNIVERSITY

GENERAL CONTRACTING SERVICES

Bid No. K26-10-15-4

TABLE OF CONTENTS

1.0	Purpose and Intent	3
2.0	Key Dates	4
3.0	Contract and RFQ Information	5
4.0	University Requirements	12
5.0	Legal Provisions	16
6.0	Request for Qualifications Evaluation	22
7.0	General Contracting Services - Scope of Services	25
8.0	Residence Hall and Faculty Housing Turnover Services	42
9.0	Request for Qualifications Format and Content	46
10.0	Vendors Data Sheet	47

Attachment A – Labor Rate Form
Attachment B – Markup and Additional Charges Form
Attachment C – Material Equipment and Subcontractor Markup Form-Equipment List
Attachment D – Residence Hall and Faculty Housing Turnover Unit Pricing Form
Attachment E – Evaluation Criteria
Attachment F – Document Checklist and Forms

1.0 PURPOSE AND INTENT

Kean University ("University") is issuing this Request for Qualifications ("RFQ") to solicit qualifications from qualified, experienced, and responsible General Contractors service providers to establish a list of pre-qualified Vendors to provide General Contracting Services on an as-needed basis at all campuses and facilities of Kean University.

The intent of this solicitation is to establish a list of pre-qualified Vendors whose qualifications, experience, proposed services, and pricing are determined to be most advantageous to the University. Only Vendors that are successfully pre-qualified and awarded under this solicitation may be invited to competitively submit quotes for individual projects and assignments issued by the University.

The resulting contracts will provide the successful Vendors with the opportunity to perform services, as independent contractors, for the University, on an as-needed, project-by-project basis. Individual assignments may be included, but are not limited to:

- Site civil work, grading, and related site improvements;
- Landscaping and exterior improvements;
- Roofing, exterior building envelopes, and façade work;
- Interior renovations, alterations, and improvements;
- Mechanical, electrical, plumbing, and other building-system upgrades;
- Renovations, additions, and new construction;
- General construction and facility improvement projects;
- Furniture, equipment, and contents moving and relocation services;
- Office, classroom, laboratory, residential, and departmental moves;
- Turnover, punch-list, preparation, and related services required to place spaces or facilities into operational use; and
- Other construction, renovation, relocation, turnover, facility, or related scopes of work as determined necessary by the University.

The General Contracting Services RFQ shall include all things necessary to provide professional general contracting services for construction projects at a variety of sites throughout the University. Project value will not exceed Five Hundred Thousand Dollars ($500,000.00). The University may solicit competitive price quotes from firms within the pre-qualified list whose qualifications and capabilities are appropriate for the specific project. Pre-qualification under this solicitation does not guarantee any Vendor a minimum amount of work, a specific number of projects, or any award for a particular project.

The University intends to utilize the pre-qualified Vendors list to efficiently obtain competitive pricing and qualified services while maintaining flexibility to address the University's changing construction, renovation, relocation, facility, and operational needs. Individual projects or assignments will be awarded based upon the requirements of the specific project and may consider price, qualifications,

experience, availability, schedule, demonstrated capabilities, past performance, and other factors deemed relevant by the University.

Maintenance of a list of prequalified firms in no way limits the University's ability to award work to firms not on the prequalified list. The University reserves the right to bid any project requiring general contracting services, following the provisions of the New Jersey State College Contracts Law, the Kean University Act, and established University policies and procedures, at the University's sole discretion. Firms responding to this RFQ must clearly demonstrate, through their written Qualifications and demonstrated experience on similar projects, the capacity, capability, and experience to successfully perform the required services described in this RFQ.

The contracts resulting from this solicitation shall establish the terms and conditions under which successful Vendors may provide General Contracting Services to the University. All services shall be performed in accordance with the University's requirements, applicable laws, codes, regulations, specifications, project University's requirements, applicable laws, codes, regulations, specifications, project schedules, and other applicable contract documents.

2.0 KEY DATES

2.1 Questions and Inquiries:

2.1.1 It is the policy of Kean University to accept questions and inquiries in writing from any and all potential Vendors. 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 26, 2026. "BID QUESTIONS – Bid No. K26-10-15-4."** No written questions will be accepted after this time.

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

2.1.3 Telephone inquiries will not be accepted.

2.2 Submission of Qualifications:

In order to be considered for award your Qualifications 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 Qualifications submission is due by 2:00 p.m. on November 10, 2026.**

Qualifications submissions 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/94372950666
MEETING ID: 943 7295 0666#
DIAL IN: +1 301-715-8592

3.0 CONTRACT AND RFQ INFORMATION

3.1 Issuing Office

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

3.2 Qualifications Preparation

Qualifications 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. K26-10-15-4."**

Vendors must include in the Qualifications submission all items required by the RFQ specifications and Document Checklist.

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

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

Qualifications 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 Qualifications

Kean University reserves the right to reject any or all Qualifications, 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 Vendors prior to issuance of an agreement, contract, or purchase order. The Vendors will be responsible for all costs associated with the preparation and submission of the Qualifications.

3.5 Addendum/Revisions for RFQ

There are no designated dates for release of an addendum. In the event it becomes necessary to revise any part of this RFQ, such revisions will be available on our website as an addendum, which will be advertised in accordance with N.J.S.A. 18A:64-65(b).

It is the sole responsibility of the Vendors to be knowledgeable of any addenda issued related to the RFQ.

3.6 Response Date

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

3.7 Vendors Qualifications

3.7.1. Price Alterations. Vendors may modify in writing the Qualifications received by University Procurement and Business Services at any time prior to the scheduled time for receipt of Qualifications. Any price modification must be signed by Vendors and must be accompanied by a similarly modified bond.

3.7.2. Withdrawal. Vendors may request to withdraw their Qualifications 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, Vendors may submit revised Qualifications as long as the revised Qualifications are received prior to the announced date, time, and place specified for the opening of Qualifications, as detailed above in Section 2.3.

3.8 Acceptance of Qualifications Content

The contents of the Qualifications of the successful Vendors 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 RFQ. In the event of an inconsistency between the terms of this RFQ and a Vendors response, the terms of this RFQ shall govern.

3.9 Contents of Qualifications

Subsequent to bid opening, all information submitted by Vendors in the Qualifications 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.

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

By signing the signature page of the Qualifications, the Vendors waive any claims of copyright protection set forth within the manufacturer's price list and/or catalog, if applicable.

3.10 Economy of Preparation

Qualifications should be clear and to the point, providing a straightforward, concise description of Vendors capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.

3.11 Oral Presentation

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

3.12 Prime Vendors' Responsibilities

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

3.13 Subcontracting

The successful Vendors who are awarded a contract under this RFQ shall not subcontract the contract, in whole or in part, without the prior written

consent. Such consent, if granted, shall not relieve the Vendors of any of their responsibilities under the contract.

3.14 Assignment

The successful Vendors are 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 from the University. Money due, or to become due, to the successful Vendors hereunder shall not be assigned for any purposes whatsoever.

3.15 Price Changes

All pricing charged to Kean 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 Vendors.

3.16 Accounting Records

3.16.1 The successful Vendors are 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) full years from the date of the final payment.

3.16.2 The successful Vendors 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 Kean University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of the successful Vendors records during the contract period and for five (5) full 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 Kean University.

3.18 Award of Contract and Contract Period

3.18.1 In executing a contract, the successful Vendors agree 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 one (1) year term commencing with the formal date of award. This contract may be extended for up to four (4) additional one (1) year renewals 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. Should the University decide to renew this contract, notice will be given to the Vendor no later than ninety (90) days prior to the termination of the current term. The Vendor 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. In such case, a new performance and payment security for the new term shall be provided by the Vendor, if applicable.

3.18.3 The successful Vendors shall enter into a written contract with Kean University. Kean University will provide the contract in accordance with the laws of the State of New Jersey.

3.18.4 The successful Vendors shall comply with all federal, state and local laws and/or regulations. In addition, the successful Vendors shall be required to comply with all Kean University policies and procedures.

3.18.5 Cancellation of Award: Kean University reserves the right to cancel the award of any contract before execution by the University, even if the successful Vendors have executed it, if the University determines such cancellation to be in its best interests. In no event will Kean University have any liability for the cancellation of such award. The successful Vendors assume 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 Vendors and Kean University prior to the start of the contract. At this time, the Vendors may be asked to submit, in accordance with the terms of its RFQ, a final plan of operation to the University.

3.20 Compliance of Laws

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

3.21 Vendors Contract Obligations

By submitting Qualifications, each Vendor 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 have to be met in the RFQ. No Vendor will make any claim for cancellation or relief of the contract without penalty because of any misunderstanding or lack of information presented in the RFQ.

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

3.22.1 In the event the successful Vendors shall fail to comply with any of the conditions herein provided and as covered by the contract, the University shall notify the Vendors of such failure or default and demand that the same be remedied within ten (10) business days. In the event the Vendors fail to remedy the same within said cure period. 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 Quotation of the defaulting Vendors to be deducted from the performance of security in effect. It shall also be incumbent upon the Vendors to continue operations until relieved by a newly selected Vendors. In the event of the failure of the successful Vendors to complete required work within the time(s) required, the Vendors shall be liable to the University in the sum of One Hundred Dollars ($100.00) per day, for each and every calendar day that the work shall be and remains uncompleted. This sum shall 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 Vendors are liable may be deducted by the University from any monies due or to become due to the Vendors.

3.22.2 If circumstances beyond the control of the Vendor result in non-performance, it is the responsibility and obligation of the Vendor to make the details known immediately to 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 RFQ for a non-performance of the Terms and Conditions of the RFQ 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 be made by the University indicate the services supplied are not satisfactory; Vendors shall immediately rectify the situation, at no additional cost to the University, to meet the requirements of the University.

3.23 RFQ Security and Performance Security

The successful Vendors are required to submit a performance security and payment security annually, **each equal to 100% of the bid amount** submitted and shall be issued by an insurance or surety company authorized to do business in the State of New Jersey. The amounts of the performance security and payment security shall be in substance the same as the State College Contracts Law, N.J.S.A. 18A:64-67 and 68.

3.24 Procedural Requirements and Amendments to the Contract

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

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

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

3.24.4 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. Vendors will be given ten (10) days' notice to effect the requested change(s).

3.24.5 Vendors, or authorized representatives, may be required to meet periodically with the Office of Facilities and Campus Planning 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 RFQ for mandatory or discretionary events of default, the University may, in whole or in part, terminate the Vendor'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 Vendor 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 Vendors 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. Vendors 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 Vendors receive prior written consent from the University. In addition, the successful Vendors cannot modify any provisions of their Qualifications, including but not limited to the terms of the Quotation forms (Attachments A – D).

Vendors agree the prices set forth in its RFQ 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, and in accordance with the Consumer Price Index. In the event there should be any reduction in the cost of any of the units, such units will be invoiced based on the reduced prices.

4.4 Vendors Insurance Requirements

4.4.1 The successful Vendors shall, at their 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 maintains 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 Vendors expressly agrees that any insurance protection required by this contract shall in no way limit the Vendors obligations under this contract and shall not be construed to relieve the Vendors 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 Vendors 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 Vendors 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 Vendors 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 Vendor 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. Vendors shall require all Subcontractors to comply with all of the insurance requirements described above. Vendors are responsible for determining the amount of excess liability it will require its Subcontractors to carry. Vendors 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. Vendors shall provide copies of all Subcontractor certificates of insurance to the University upon request.

4.4.9 Vendors 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 Vendors should list name of insurance company from which Vendor intends to purchase the above insurance and a person

to contact at this firm. This information should be listed in Section 10.0 of the attached Vendor Data Sheets.

4.4.12 Vendors may include, with the RFQ, the applicable certificate of insurance. This will expedite the contract award process for the successful Vendor.

4.4.13 The certificate of insurance should include 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 Vendors 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 Vendors to operate and/or manage the contract; or (2) any failure to perform the Vendor's obligations under the contract. The Vendor's obligations under this indemnification clause or any improper or deficient performance of the Vendor'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 Vendors under the contract, nor shall they be construed to neither relieve the Vendor 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 Vendors and Kean University.

4.6 Availability of Funds

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

4.7 Bid Protest

Vendors who submit a Qualification in response to an advertised RFQ and are not ultimately awarded a contract relating to the advertised RFQ 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 procurement@kean.edu. The protest shall be filed within ten (10) business days following the vendor'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 Vendor.

4.8 Internship Program

Kean University sometimes partners with awarded Vendors 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 related to this initiative.

5.0 LEGAL PROVISIONS

5.1 EEO/Affirmative Action

Vendor 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, Vendor 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 Vendor 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 Vendor's submission in response to this bid. Any portion of the Vendor'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, Vendor 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 Vendors unless the successful Vendors 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 Vendors shall provide the University with its proof of business registration. If, at the time of the opening of the RFQs, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 RFQ submission, the Vendor 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 Vendors 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 Vendor agrees to be bound by the provisions of the Vendor'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 RFQ as Attachment F hereto.

5.6.1 No vendor 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 vendor 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 vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

5.6.3 No vendor 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 vendor 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 vendor 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 Vendor 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 vendor or any other person.

5.6.6 The provisions cited above in paragraph 5.5.1 through 5.5.5 shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Vendors 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 5.5.

5.7 Americans with Disabilities Act

Vendors 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

Vendors 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 RFQ that the Vendors 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 F hereto and must be properly executed to have the RFQ considered.

5.10 Warranty of No Solicitation on Commission or Contingent Fee Basis

The Vendor 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 Vendor 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 Vendor's Warranty of No Solicitation is included in Attachment F hereto and must be properly executed to have the RFQ 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 Vendor's acceptance of the award of the contract is a guarantee that neither Vendor 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 Vendor 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 Vendor 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 Vendor fails to certify or is listed on such list, such Vendor shall be ineligible to bid on, submit a RFQ for, or enter into a contract with Kean University for goods or services. If a Vendor 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 Vendor 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 Vendor 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 Vendor fails to certify or is listed on such list, the Vendor shall be ineligible to enter into a contract with Kean University for goods or services. If the Vendor 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 Vendor 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 vendor 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.

6.0 REQUEST FOR QUALIFICATIONS EVALUATION

Qualifications will be evaluated for conformance with the requirements of this RFQ by a committee comprised of employees of Kean University.

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

- The qualifications and experience of corporate level and unit management personnel to be assigned as shown on the required Vendor Data Sheets.

- Vendor's past performance of similar scope and size (references) as

provided on Vendor Data Sheets.

- Cost-savings suggestions [and operational plan].

- Financial Statement: The University reserves the right to evaluate the financial capability of any or all Vendors to satisfactorily complete the requirements of this document. “The University reserves the right to evaluate the financial capability of any or all Vendors to satisfactorily complete the requirements of this document. Each Vendor submitting an RFQ 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.”

Qualifications shall be judged on the following criteria:

1. Pricing 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 Vendor in providing efficient general contracting services based on the information submitted in their written presentation, including key personnel on projects of a similar nature.

3. Prior History and References: The Vendor’s prior history regarding these services will be considered in determining whether the Vendor is responsible and whether the award of the contract to that Vendors is in the best interest of the University.

4. Responsiveness and Compliance: Submissions will be evaluated to determine if the Vendor has responded to all requirements in sufficient detail for the evaluator(s) to analyze the Qualifications.

5. Financial Stability: Financial stability and strength of the Vendor as evidenced by the financial statements, longevity of current ownership, and insurances held.

6. Equipment and services offered.

Awards will be made to Vendors providing the Qualifications 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 Vendors

Vendors shall be of known reputation and shall have sufficient qualified personnel and equipment to perform adequately the prescribed services as per specifications. Vendors must have a minimum of five (5) years' experience in the area identified in this RFQ. Vendors shall submit evidence of qualifications as required by the Associate Vice President of University Procurement and Business Services, including the Vendor Data Sheet(s) in Section 10.0 hereof.

As evidence of Vendor's qualification, the Vendor should submit the following information with their Qualifications:

6.1.1 The number of years the firm has been in the business of General Contracting Services.

6.1.2 Location of the Vendor'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 individuals 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 Vendors.

6.1.6 A list of contracts the Vendor 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 Vendor intends to purchase insurance and name, phone number, and email address of a contact at this firm.

6.1.8 Vendors 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 Vendors shall be licensed to do business in the State of New Jersey.

6.1.10 Vendors should produce copies of all applicable certifications, licenses and/or permits with the submitted package.

6.1.11 Vendors must produce “Financial Statements” as described in Section 6.0.

7.0 GENERAL CONTRACTING SERVICES - 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

VENDORS MAY VISIT THE MAIN CAMPUS TO INSPECT THE JOB SITE PRIOR TO SUBMITTING AN RFQ. VENDORS MUST CONTACT LUIS REBERO AT LUIS.RIBEIRO@KEAN.EDU TO SCHEDULE AN APPOINTMENT BEFORE VISITING THE JOB SITE.

7.2 Performance Requirements

Kean University (the "University") is seeking Qualifications from qualified Vendors to establish a List of prequalified general contracting and trade service Vendors to perform work on an as needed basis across University owned, leased, and operated facilities. Services may include small projects, repairs, renovations, alterations, corrective maintenance, minor construction, building system modifications, finish upgrades, space modifications, and related trade work.

The purpose of this RFQ is to create a qualified vendor list with established hourly labor rates, material markup percentages, subcontractor markup percentages, equipment rental markup percentages, and related cost controls. Award under this RFQ does not guarantee a specific volume of work. The University may use one or more awarded Vendors based on trade qualification, campus need, availability, pricing, responsiveness, past performance, and the specific scope of work required.

The University may qualify Vendors for one trade, multiple trades, or full general contracting services. Vendors are not required to provide pricing for every trade. Vendors shall only be considered for the trade categories and services for which they provide qualifications, pricing, licenses, certifications, and demonstrated experience.

7.3 Covered Campuses and Facilities

Services may be required at any University owned, leased, or operated location, including but not limited to:

1. Kean Union
2. Kean Jersey City

3. Skylands Campus
4. Princeton Campus
5. Kean Harborside
6. Residence Halls and Faculty Housing
7. Academic, administrative, athletic, event, dining, mechanical, support, and exterior campus space

The University reserves the right to add or remove locations during the contract term. Vendors shall be responsible for becoming familiar with campus conditions, building access requirements, work hour restrictions, loading areas, utility constraints, occupied space limitations, and University operational requirements before accepting any assigned work.

7.4 Intent of Prequalified Vendor List

The University intends to establish a flexible and accountable vendor list that allows Facilities and Campus Operations to obtain timely support for small to medium sized work without conducting a separate procurement process for each individual need, subject to applicable University procurement requirements and the dollar limit established under this RFQ.

The vendor list may be used for:

1. Time and material work based on approved contract labor rates and markups
2. Fixed price unit rates for defined services, including Residence Hall turnovers, Faculty Housing turnovers, painting, flooring, plaster, grout, caulk, and other standard scope items identified by the University
3. Written not to exceed quotes
4. Small renovation and alteration projects
5. Trade specific repairs
6. Emergency or urgent operational support
7. Backlog reduction
8. Surge capacity during summer work, residence hall turnover, move in preparation, weather events, system failures, or other operational needs
9. Specialty work where the University does not have adequate internal staffing, tools, equipment, schedule capacity, or technical expertise

7.5 Trade Categories

Vendors may submit qualifications and rates for any trade or service category they are qualified to perform. The University may award by trade category, campus, service capability, or overall value.

Trade categories may include, but are not limited to:

1. General contracting
2. General labor
3. Carpentry
4. Doors, frames, hardware, and automatic doors
5. Drywall, framing, ceilings, and partitions
6. Painting and wall coverings
7. Flooring
9. Roofing and waterproofing
10. Glass, glazing, and storefront systems
11. Electrical
12. Low voltage cabling and systems
13. Plumbing
14. Mechanical
15. Sheet metal
16. Controls and building automation support
17. Insulation
18. Fire stopping
19. Sprinkler and fire protection support
20. Locksmith and access related hardware
21. Site work and exterior repairs
22. Utility support
23. Welding and metal fabrication
24. Equipment operation
25. Specialty services as proposed by the Vendor and accepted by the University
26. Move and relocation
27. Asbestos, lead, and regulated materials abatement

7.6 Typical Work Assignments

Work may include, but is not limited to:

1. Office, classroom, laboratory, residence hall, dining, kitchen and pantry, athletics, and event space modifications

2. Door, frame, lockset, closer, panic hardware, threshold, and hardware repairs or replacements

3. Flooring repairs and replacements, including carpet tiles, VCT, LVT, ceramic tiles, rubber flooring, stair treads, and related materials

4. Electrical repairs, lighting replacements, receptacle additions, branch circuit work, panel related work, emergency power support, and related electrical services

5. Plumbing repairs, fixture replacements, valve replacements, piping repairs, drain repairs, domestic water repairs, and related plumbing services

6. Mechanical repairs, ductwork, piping, equipment and appliance replacement support and insulation

7. Building automation, controls support, and coordination with the University's designated controls representatives

8. Fire stopping, penetration sealing, rated wall repairs, and related life safety support

9. Support for utility shutdowns, equipment replacement, demolition, temporary protection, and restoration

10. Emergency repair work resulting from leaks, floods, freeze events, storm damage, equipment failure, or campus operational needs

11. Small project work requiring multiple trades under one coordinated Vendor

12. Punch list completion, corrective work, and closeout support for Facilities and Campus Operations

13. Furniture, staff and equipment relocations

14. NJDCA Permit acquisition when necessary

7.7 Work Authorization Process

No work shall begin without written authorization from the University. The typical process shall be:

1. The University identifies a need and creates or references a work order in the University's CMMS (Asset Essentials) or a project request.

2. The University contacts one or more prequalified Vendors based on trade, scope, urgency, and availability.

3. The Vendor participates in a site walk or reviews the requested scope, when required.

4. The Vendor submits a written estimate, quote, or not to exceed cost using the awarded labor rates and markup structure.

5. The University reviews the written estimate or quote and may request clarification, revision, or additional pricing details.

6. Work begins only after written authorization, purchase order issuance, work order assignment, or other University approved authorization.

7. The Vendor completes the work, provides documentation, and submits all required closeout materials.

8. Payment is contingent on completion verification, required documentation, and invoice compliance. The University may request quotes from multiple prequalified Vendors for the same work and may select the Vendor that provides the best overall value based on cost, responsiveness, schedule, qualifications, availability, trade expertise, and prior performance.

7.8 Time and Material Work

When work is authorized on a time and material basis, the Vendor shall bill only for actual labor hours worked, approved materials, approved equipment, and approved subcontracted services.

Labor shall be billed using the hourly rates submitted in Attachment A. Materials, equipment rentals, and subcontracted services shall be billed using the markup percentages submitted in Attachment B.

The Vendor shall provide daily tickets or service records showing:

1. University work order number or project reference
2. Building and room location
3. Date of service
4. Start time and end time
5. Names and classifications of personnel on site
6. Description of work performed
7. Materials used
8. Equipment used (rentals and leases required, i.e. lifts and generators.)
9. Issues encountered
10. Work completed
11. Work remaining
12. Photos, when requested or appropriate
13. University representative receiving the update, when applicable

7.9 Labor Rate Requirements

Vendors shall provide fully loaded hourly labor rates inclusive of all items listed in Section 7.10 by trade and worker classification. All rates must comply with NJ Prevailing wage rates. At minimum, Vendors shall provide rates for the classifications applicable to their business.

Worker classifications may include:

1. Laborer
2. Apprentice or helper
3. Technician
4. Journeyperson or mechanic
5. Lead technician
6. Foreman
7. General foreman
8. Superintendent
9. Project manager
10. Estimator
11. Equipment operator
12. Specialty technician
13. Carpenter
14. Apprentice Carpenter
15. Driver

Rates shall be provided in Attachment A at the regular, overtime, and double-time rates applicable under the NJDOL prevailing wage determination. Weekend, holiday, and after-hours work shall be billed at the overtime or double-time rate applicable to that work. Any minimum call-out charge for emergency or after-hours response shall be stated in Attachment B.

The University reserves the right to reject any classification, labor rate, minimum charge, trip charge, administrative charge, or billing practice that is not clearly disclosed in the Vendor's Qualifications.

7.10 Labor Rate Inclusions

Hourly labor rates shall be fully burdened and shall include all costs associated with providing qualified labor, including but not limited to wages, benefits, payroll burden, insurance, supervision, normal hand tools, standard personal protective equipment, administrative support, dispatching, scheduling, and company overhead.

Unless specifically approved in writing by the University, the following shall not be billed separately:

1. Administrative processing
2. Invoice preparation
3. Normal hand tools
4. Standard personal protective equipment
5. Routine supervision already included in the labor classification
6. Standard vehicle use
7. Travel time within the Vendor's ordinary service area
8. Estimating time for work that is not awarded

Any proposed minimum billing time, mobilization charge, trip charge, fuel surcharge, parking charge, toll charge, or service charge must be clearly identified in Attachment B and shall be subject to University review and acceptance. Charges not listed and accepted in Attachment B are not billable.

7.11 Materials and Parts

Materials shall be billed at the Vendor's actual cost plus the approved markup percentage submitted in Attachment B.

Vendors shall provide backup documentation for materials when requested by the University, including supplier invoices, receipts, packing slips, or other cost verification. The University reserves the right to reject material charges that are not supported by adequate documentation.

Vendors shall not substitute materials, equipment, finishes, devices, fixtures, or components without prior University approval. Materials shall match existing University standards unless otherwise directed.

7.12 Material Markup

Vendors shall provide a fixed percentage markup for materials. The markup shall include all Vendor overhead and profit associated with material procurement, handling, coordination, delivery, and processing.

Material markups shall be submitted in Attachment B, for the following categories:

1. Standard materials
2. Special order materials
3. Expedited materials
4. Large material purchases
5. Materials purchased through subcontractors
6. University-furnished materials (no markup)

The University may establish a maximum allowable markup percentage during evaluation or contract negotiation.

7.13 Equipment Rental and Owned Equipment

Vendors shall provide hourly, daily, weekly, and monthly rates for Vendor-owned equipment in Attachment C, subject to the billing rules stated in Attachment C. No markup shall be applied to Vendor-owned equipment rates. Rental equipment obtained from third party rental companies shall be billed at actual rental cost plus the approved markup percentage submitted in Attachment B.

Equipment may include, but is not limited to:

1. Lifts
2. Scaffolding
3. Dump trucks
4. Core drills
5. Welding equipment
6. Pipe threading equipment
7. Drain cleaning equipment
8. Specialty testing equipment
9. Temporary protection equipment
10. Temporary heating, cooling, ventilation, or power equipment
11. Rigging or specialized moving equipment

Vendors shall not rent equipment at the University's expense without prior written authorization unless the work is an emergency and immediate action is required to protect life, safety, property, utilities, or University operations.

7.14 Subcontractors

Vendors shall identify any subcontractors proposed to support the contract. Subcontractors may not be used without University approval.

Subcontracted work shall be billed at the subcontractor's actual cost plus the approved subcontractor markup percentage submitted in Attachment B. Vendors shall provide subcontractor invoices and backup documentation upon request.

Vendors shall remain fully responsible for subcontractor performance, quality, safety, coordination, documentation, schedule compliance, cleanup, and closeout.

Each subcontractor shall hold a current New Jersey Business Registration Certificate and Public Works Contractor Registration before performing any work. Work performed by the Vendor's own forces or by an affiliated company may not be billed as subcontracted work.

7.15 Estimates, Quotes, and Not to Exceed Pricing

For work requiring a written estimate or Quote, the Vendor shall provide sufficient detail for the University to evaluate scope, cost, schedule, and value.

Each estimate or quote shall include:

1. University work order number or project reference, when available
2. Campus, building, and location
3. Description of existing condition
4. Proposed scope of work
5. Labor hours by trade and classification
6. Management hours by trade
7. Material cost
8. Material markup
9. Equipment cost
10. Equipment markup
11. Subcontractor cost

12. Subcontractor markup
13. Proposed schedule
14. Exclusions
15. Required shutdowns, access needs, or occupant impacts
16. Assumptions and Required University support
17. Not to exceed amount, when requested
18. Signature from authorized Vendor representative
    The University may reject lump sum quotes that do not provide sufficient cost detail.

Changes to Authorized Work: A not to exceed amount may not be exceeded without the University's written approval before the additional cost is incurred. Costs exceeding an approved not to exceed amount without prior written approval will not be paid. If the Vendor encounters concealed conditions or identifies additional work, the Vendor shall stop the affected work, notify the University, and submit a written change order request in the format required by this Section. Approved changes shall be priced at the awarded labor rates, markups, and equipment rates, and credits for deleted work shall be calculated on the same basis

7.16 Response Time Requirements

The University may use response time as part of award and work assignment decisions.

Expected response categories are:

1. Emergency response: Vendors shall respond by phone within one (1) hour, twenty-four (24) hours a day, seven (7) days a week, and shall have qualified personnel on site within two (2) hours
2. Routine response Vendors shall respond within one (1) business day, and schedule work based on University priority.
3. Planned project response

Vendors shall participate in site walks, estimating, and scheduling within the timeframe requested by the University.

The University reserves the right to contact another prequalified Vendor if a Vendor cannot meet the required response need.

Vendors shall maintain a 24/7 dispatch telephone number answered by a live person or answering service that can reach an on-call supervisor, and shall provide that number.

7.17 Emergency Work

Emergency work may include, but is not limited to, conditions that affect safety, building operation, student housing, academic continuity, utilities, weather protection, water intrusion, electrical service, or property protection.

When emergency work is required, the Vendor shall:

1. Respond promptly to the University's designated representative
2. Mobilize qualified personnel and equipment
3. Stabilize the condition
4. Provide regular updates to the University
5. Document labor, materials, equipment, and actions taken
6. Submit written follow up documentation by the next business day
7. Provide photos when practical
8. Provide a corrective action proposal if permanent repair is needed

Emergency authorization does not waive the Vendor's obligation to provide accurate documentation, reasonable pricing, and invoice support.

7.18 Work Hours and Campus Coordination

Work hours shall be coordinated with the University. Work may be required during normal business hours, evenings, nights, weekends, holidays, academic breaks, summer periods, and emergency conditions.

Vendors shall coordinate all work that may affect:

1. Classrooms
2. Laboratories
3. Residence halls
4. Dining operations
5. Athletics
6. Events
7. Administrative offices
8. Public areas
9. Building entrances and exits
10. Utilities
11. Parking, loading, and pedestrian access

Vendors shall not disrupt building operations, utilities, classes, events, residence life, or public access without prior University approval.

7.19 Occupied Campus Requirements

The University is an active higher education environment. Work shall be planned and performed to minimize disruption to students, faculty, staff, residents, visitors, events, and academic activities.

Vendors shall provide:

1. Safe work areas
2. Dust control
3. Noise control
4. Odor control
5. Temporary barriers
6. Floor and wall protection
7. Protection of furniture, equipment, finishes, and building systems
8. Clear signage when required
9. Daily cleanup and Project Completion Construction Clean
10. Coordination with University representatives
11. Professional conduct by all Vendor personnel
12. Background checks for personnel working in residence halls, faculty housing, or other occupied residential areas, when required by the University
13. Vendor photo identification worn by all personnel at all times while on campus
14. Control of all University keys and access cards issued to the Vendor. Lost keys or cards shall be reported immediately, and rekeying or reprogramming costs caused by the loss shall be paid by the Vendor

7.20 Project Management

Work in residence halls, classrooms, laboratories, occupied offices, dining spaces, and event venues may require additional coordination, scheduling restrictions, escort requirements, or after-hours work.

7.21 Quality Control

All work shall be performed by qualified personnel using appropriate tools, materials, equipment, and workmanship standards. Work shall be complete, durable, safe, clean, and consistent with University expectations.

The University reserves the right to inspect work, reject unacceptable work, require corrective action, and withhold approval of invoices until deficiencies are corrected.

Vendors shall correct deficient work at no additional cost to the University when the deficiency is due to Vendor error, poor workmanship, improper installation, incomplete scope, damage caused by the Vendor, or failure to follow approved direction.

Warranty. The Vendor warrants all labor and workmanship for one (1) year from the date of the University's written acceptance of the work, or for any longer period required by the assignment. Manufacturer warranties for materials and equipment shall be transferred to the University. Warranty callbacks shall be answered within the response times in Section 7.16 at no cost to the University.

7.22 Safety and Protection of Property

Vendors shall be responsible for maintaining safe work practices and protecting University property. Vendors shall comply with University safety requirements, site specific instructions, and all applicable code and regulatory requirements related to the work performed.

Vendors shall immediately report to the University any unsafe condition, damage, incident, injury, utility issues, environmental concern, security concern, or conditions that may affect campus operations.

If University property is damaged by the Vendor, its employees, suppliers, or subcontractors, Vendors shall repair or replace the damaged property at no additional cost to the University.

In addition, Vendors shall:

a. obtain a University hot work permit and provide a fire watch for all welding, cutting, soldering, brazing, or torch-applied work;
b. coordinate any fire alarm or sprinkler impairment with the University in advance, and not cover, disable, or bypass any detector or device without University authorization;
c. review, or request from the University, the building's asbestos and lead survey information before any demolition, drilling, coring, or disturbance of building materials, and stop work and notify the University immediately upon encountering suspect materials;
d. use EPA Renovation, Repair and Painting (RRP) certified firms and renovators where required by that rule, including work disturbing painted surfaces in pre-1978 housing;

e. ensure that all on-site personnel have completed OSHA 10-Hour Construction training and that on-site supervisors have completed OSHA 30-Hour Construction training; and
f. comply with University lockout/tagout, confined space, and utility shutdown procedures.

7.23 Permits, Inspections, and Code Related Requirements

When permits, inspections, licensed work, certifications, shop drawings, submittals, testing, or closeout documents are required, the Vendor shall identify those requirements in its Qualifications and coordinate with the University before proceeding.

Vendors shall not perform work requiring a license, certification, permit, inspection, or specialized qualification unless it has the proper authorization and approval to perform that work.

7.24 University Standards

Vendors shall follow University standards for materials, finishes, equipment, hardware, access control, keying, fire stopping, MEP systems, building automation, signage, patching, painting, flooring, and other facility requirements when such standards are provided by the University.

Where existing standards are not provided, Vendors shall confirm proposed materials and methods with the University before installation.

7.25 Documentation and Closeout

Vendors shall provide documentation appropriate to the scope of work. Required documentation may include:

1. Daily work tickets
2. Service tickets
3. Labor breakdowns
4. Material receipts
5. Equipment rental invoices
6. Subcontractor invoices
7. Photos before work
8. Photos during work
9. Photos after completion
10. Test reports
11. Inspection records
12. Product data
13. Warranty information
14. As built sketches or marked up drawings when required
15. Operation and maintenance information when required
16. Punch list completion confirmation
17. Coordination and Turnover of surplus/stock materials

18. Final cleanup confirmation

Failure to provide required documentation may delay invoice approval.

7.26 Work Order and Invoice Compliance

All Vendor work must reference a valid University work order number, project number, purchase order number, or other University approved authorization.

Invoices will not be approved without:

1. Work order number or project reference
2. Purchase order number, when applicable
3. Itemized labor by date, trade, classification, person, hours, and rate
4. Itemized materials with markup identified
5. Itemized equipment with markup identified
6. Itemized subcontractor costs with markup identified
7. Required service tickets or daily tickets
8. Completion documentation
9. Verification that work was completed to the University's satisfaction

The University may reject invoices that are incomplete, unsupported, inconsistent with approved rates, inconsistent with approved markups, or not tied to an authorized work order or project.

Service tickets shall be submitted to the University within two (2) business days of completing the work so they can be attached to the work order in the University's CMMS (Asset Essentials). Invoices shall be submitted within thirty (30) days of completion. Invoices will not be approved until the University has verified completion of the work.

7.27 Vendor Performance Review

The University may evaluate Vendor performance throughout the contract term. Performance factors may include:

1. Responsiveness
2. Availability
3. Quality of workmanship
4. Accuracy of estimates
5. Adherence to approved pricing
6. Schedule compliance
7. Documentation quality

8. Invoice accuracy
9. Safety performance
10. Communication
11. Cleanup
12. Ability to work in occupied campus environments
13. Ability to coordinate with University staff
14. Ability to support emergency and urgent needs

Poor performance may result in reduced work assignments, removal from specific trade categories, suspension from the Vendor List, or other action deemed appropriate by the University.

7.28 No Guarantee of Work

Award under this RFQ does not guarantee any minimum quantity of work, minimum dollar value, or exclusive right to perform services for the University. The University reserves the right to use internal staff, other awarded Vendors, separate bids, cooperative contracts, emergency procurement methods, or other authorized procurement methods when deemed in the University's best interest.

7.29 Vendor Qualifications Requirements for Scope of Services

Each Vendor shall submit the following as part of its response:

1. Trade categories for which the Vendor seeks qualification
2. Description of services provided under each trade category
3. Labor rates using Attachment A
4. Markup percentages using Attachment B
5. Equipment rates using Attachment C
6. Additional charges using Attachment B
7. Licenses, certifications, and qualifications by trade (including the New Jersey license or certification required for each trade category sought)
8. List of proposed subcontractors, if any
9. Proposed project management
10. Relevant project experience
11. Higher education, NJDCA, public sector, or occupied facility experience
12. Emergency response capability
13. Sample service ticket or daily work ticket

14. Sample invoice showing labor, materials, equipment, subcontractors, and markups
15. Safety program summary
16. Quality control approach
17. Closeout documentation approach
18. Turnover unit pricing using Attachment D, if seeking qualification for turnover services

8.0 Residence Hall and Faculty Housing Turnover Services

8.1 Residence Hall and Faculty Housing Turnover Services

The University is seeking pricing from qualified Vendors to perform Residence Hall and Faculty Housing turnover services on an as needed basis. Turnover services may be required during summer turnover periods, winter break, academic year vacancies, emergency relocations, faculty housing transitions, residence hall refresh work, and other operational needs identified by the University.

The purpose of this turnover scope is to establish a qualified vendor list with preapproved unit pricing, labor rates, material markups, and capacity information so that the University can assign work quickly while maintaining cost control, documentation, quality, and schedule accountability.

The University may qualify Vendors for Residence Hall turnover only, Faculty Housing turnover only, specific trade components of turnover work, or full unit turnover services. Vendors are not required to provide pricing for every turnover category. The University may award one or more Vendors and makes no guarantee of volume, value, or exclusivity.

8.2 Covered Turnover Locations

Turnover services may be required in University owned, leased, or operated housing locations, including but not limited to Residence Halls, Faculty Housing, apartments, suites, bedrooms, bathrooms, kitchens, common areas, lounges, corridors, support spaces, and related areas assigned by the University.

Covered locations may include housing at Kean Union, Kean Jersey City, and any other University controlled residential or faculty housing location. The University reserves the right to add or remove locations during the contract term.

8.3 Standard Turnover Work

Standard turnover work may include the labor, materials, tools, equipment, supervision, protection, cleaning related to the Vendor scope, debris removal, and coordination required to return assigned rooms, suites, apartments, or faculty housing units to a clean, safe, complete, and ready condition.

1. Protection of floors, walls, doors, furniture, fixtures, elevators, corridors, and adjacent occupied areas

2. Patching of holes, cracks, damaged walls, damaged ceilings, and surface defects

3. Painting of rooms, suites, apartments, bathrooms, kitchens, corridors, trim, doors, frames, and other assigned surfaces

4. Caulking bathroom shower areas, and kitchen counterspace areas

5. Grouting ceramic surfaces where needed

6. Moving and protecting furniture, and restoring it to its original layout (furnished units)

7. Removal of debris and Vendor-generated waste

8. Final cleaning of Vendor work areas so the unit is ready for housekeeping

8.4 Unit Types for Turnover Pricing

Vendors shall provide unit pricing for the Residence Hall and Faculty Housing turnover categories included in the pricing attachments. The University may assign work by individual room, suite, bathroom, apartment, building, floor, or batch of units.

1. Residence Hall bedroom
2. Residence Hall suite common area
3. Residence Hall bathroom
4. Residence Hall kitchen or kitchenette
5. Residence Hall full suite (single occupancy)

6. Residence Hall full suite (two bedroom)
7. Residence Hall full suite (three bedroom)
8. Residence Hall full suite (four bedroom)
9. Faculty Housing one bedroom unit
10. Faculty Housing two-bedroom unit

8.5 Pricing Structure for Turnover Services

Vendors shall submit pricing using the turnover attachments. The University may request pricing in one or more of the following formats:

1. Unit price by room, suite, apartment, bathroom, kitchen, or faculty housing unit

2. Line-item unit price for standard turnover tasks

3. Multiplier applied to University provided unit prices, if the University elects to issue a prepopulated unit price schedule

4. Labor rate pricing for work that cannot be reasonably captured by a standard unit price

5. Not to exceed pricing for batch assignments or larger turnover packages

Turnover unit pricing shall include all labor, supervision, standard tools, standard equipment, normal protection, ordinary cleanup related to the Vendor scope, and Vendor overhead and profit unless otherwise stated in the pricing attachment. Materials may be included in the unit price or billed at actual cost-plus approved markup, as specified by the University for each assignment.

8.6 Standard Turnover Versus Additional Work

Standard Turnover work includes normal preparation, plastering, painting, caulking, grouting, moving and protecting of furniture (if furnished), debris removal, and restoration of furniture items to original setup up to make a unit ready for occupancy.

Additional work includes conditions beyond standard turnover expectations, including major damage, concealed conditions, flooring repairs or replacement, full room finish replacement, larger carpentry repairs, plumbing repairs, electrical repairs, door replacement, hardware replacement, cabinet replacement, countertop replacement, appliance related support, significant demolition, or work requiring

specialty trades. Additional work shall not proceed without University authorization.

8.7 Turnover Assignment Process

The University will provide Vendors with a list of assigned rooms, suites, apartments, or units when turnover work is requested. The assignment may include campus, building, floor, room number, unit type, required completion date, known scope items, access instructions, and any special coordination requirements

1. Vendor reviews the assigned unit list and confirms availability
2. Vendor performs a site walk or field verification when requested
3. University identifies any conditions that exceed standard turnover scope
4. Vendor submits pricing using the approved unit prices, labor rates, and markup structure
5. University issues written authorization before work begins
6. Vendor performs the work, provides daily progress updates when requested, and documents completion
7. University verifies completion before invoice approval

8.8 Turnover Schedule and Capacity

Standard Turnovers for Residential Suites are expected to be completed within five (5) business days from the start date established by the University for each assigned unit. Vendors shall provide turnover capacity information in their Qualifications. Capacity information shall identify the number of rooms, suites, apartments, bathrooms, kitchens, and faculty housing units the Vendor can complete per day and per week during peak turnover periods. Vendors shall also state a committed weekly turnover capacity for the summer turnover period, by unit type, and the University may rely on that commitment when assigning work.

Vendors shall notify the University immediately if staffing, materials, access, field conditions, or schedule constraints may affect completion dates. Vendors shall not accept turnover assignments that cannot adequately staff, supervise, document, and complete within the required timeframe.

If an assigned unit is not complete and ready for occupancy by the required completion date, the University may reassign the remaining work to another Vendor, and liquidated damages of $100.00 per unit (bed) per calendar day shall apply to that unit in place of the daily amount stated in Section 3.22.1.

8.9 Turnover Quality Standard and Completion Requirements

Turnover work shall be complete, clean, professional, and ready for University review. Vendors shall complete all authorized scope items, remove debris, correct deficiencies, and submit documentation before requesting final approval.

The University may require use of a turnover checklist, photo documentation, room by room completion log, punch list, and final signoff process. Invoices may be delayed when turnover documentation is incomplete, unit status is unclear, deficiencies remain open, or work is not tied to a valid University work order or project authorization.

9.0 REQUEST FOR QUALIFICATIONS FORMAT AND CONTENT

9.1 General

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

Vendors must indicate on Attachments A through D, as applicable, the amounts as per the terms and conditions and specifications of the RFQ. The University reserves the right to request all Vendors explain the method used to arrive at any or all figures.

Vendors are cautioned that their failure to submit the information as required may result in a determination that the Vendor's Qualifications is non-responsive to RFQ requirements. Any qualifying statements by the Vendor which effect change(s) to the RFQ, including but not limited to, special terms and conditions, specifications or other RFQ requirements shall be regarded as non-responsive. Consequently, the Vendor's eligibility for contract award may be jeopardized. Therefore, Vendors are

advised not to take exception to the terms, conditions, or specifications. In the event a Vendor wishes to take exception to any of the terms, conditions or specifications, such exceptions should be detailed in a cover letter to the Qualifications and must cross-reference the applicable RFQ page and section reference number.

9.2 The Quotation Form, the RFQ specifications, and any attachments submitted by the Vendor constitute the entire RFQ.

9.3 All instructions, terms, and conditions contained in the specifications must be met to qualify for consideration of award.

9.4 Qualifications 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.

9.5 Pages in Qualifications should be numbered.

9.6 All prices shall be typed in or written in ink and executed by the potential Vendors.

9.7 The Vendor's signature certifies that the Vendor can and will provide services as specified.

10.0 VENDOR DATA SHEET(S) – MUST BE COMPLETED BY VENDOR

10.1 Vendors must provide information requested below, preferably using this format. If additional space is needed, Vendor should use identical format.

10.2 References will be contacted by Kean University.

10.3 The number of years of experience the firm has provided GENERAL CONTRACTING SERVICES. _____

10.4 Indicate the number of calendar days required, after notification of intent to award, to assume all contractual duties and responsibilities. _____

10.5 List on the following sheets the names and other required information on the following key personnel to be assigned to this contract. If the firm does not use these designations, indicate equivalent:

Principal-in-Charge.

Project Manager.

Superintendent / Foreman.

Provide the name, email, and phone number of the Vendor's Safety Officer and 24/7 emergency dispatch number in Section 10.8

10.5.1 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:
_____
_____
_____
_____

10.5.2 PROJECT MANAGER

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:
_____
_____
_____
_____

10.5.3 SUPERINTENDENT / FOREMAN

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:

_____
_____
_____
_____
_____

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

10.6.1 (1) Name of Account: _____

(2) Address: _____

(3) How long has your agency provided GENERAL CONTRACTING 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: _____

10.6.2 (1) Name of Account: _____

(2) Address: _____

(3) How long has your agency provided GENERAL CONTRACTING 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: _____

10.6.3 (1) Name of Account: _____

(2) Address: _____

(3) How long has your agency provided GENERAL CONTRACTING 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: _____

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

10.7.1 (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: _____

10.7.2 (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: _____

(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: _____

10.8 Provide location of Vendor's office that will be responsible for managing this contract.

NAME: _____
ADDRESS: _____
MANAGEMENT CONTACT: _____
EMAIL/PHONE NUMBER: _____
INDIVIDUAL CONTACT: _____
EMAIL/PHONE NUMBER: _____

10.9 Organizational Chart

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

10.10 Provide name of the insurance company from which Vendor intends to purchase the insurance set forth in Section 4.4 of the RFQ, including a person to contact at this firm:

NAME OF INSURANCE COMPANY: _____
ADDRESS: _____
CONTACT NAME: _____
CONTACT TITLE: _____
PHONE NUMBER: _____

10.11 Ongoing Litigation

Vendors 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.

Attachment A

Kean University
GENERAL CONTRACTING SERVICES
Bid No. K26-10-15-4

LABOR RATE FORM

(Company Name)

Trade categories and worker classifications below correspond to the New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination for Union or Hudson County and the Statewide rate package referenced therein.

Vendors shall complete only the trade categories and worker classifications for which they are qualified and seeking prequalification. Rates shall be fully burdened hourly rates. Vendors may add trades, labor classifications, and labor rates they believe will be required based on the scope of work provided by the University.
All rates submitted shall equal or exceed the applicable prevailing wage rate in effect on the date the contract is awarded, including any pre-determined increases listed at the time of award. Apprentice rates apply only to individuals registered in a certified apprenticeship program for that trade.

For each classification priced, Vendors shall attach a rate breakdown showing (a) the applicable NJDOL prevailing wage and fringe benefit rate and (b) the burden, overhead, and profit added to reach the submitted rate. Rate adjustments for renewal terms are limited to documented changes in item (a) (see Section 4.3). Non-craft classifications (Project Manager, Superintendent) are not subject to prevailing wage and shall be priced as fully burdened rates.

Line Item	Trade	Classification	Regular Rate	Overtime Rate	Double Time Rate
1.	Boilermaker	Journeyman	$	$	$
2.	Boilermaker	Apprentice	$	$	$
3.	Boilermaker	Mechanic	$	$	$
4.	Boilermaker	Foreman	$	$	$
5.	Boilermaker	General Foreman	$	$	$
6.	Carpenter	Journeyman	$	$	$
7.	Carpenter	Foreman	$	$	$
8.	Carpenter	General Foreman	$	$	$

Attachment A (Continued)

9.	Carpenter	Apprentice	$	$	$
10.	Carpenter - Resilient Flooring	Journeyman	$	$	$
11.	Carpenter - Resilient Flooring	Foreman	$	$	$
12.	Carpenter - Resilient Flooring	Apprentice	$	$	$
13.	Painter	Journeyman	$	$	$
14.	Painter	Foreman	$	$	$
15.	Painter	General Foreman	$	$	$
16.	Painter	Apprentice	$	$	$
17.	Drywall Finisher	Journeyman	$	$	$
18.	Drywall Finisher	Foreman	$	$	$
19.	Drywall Finisher	General Foreman	$	$	$
20.	Drywall Finisher	Apprentice	$	$	$
21.	Electrician	Cable Splicer	$	$	$
22.	Electrician	Journeyman	$	$	$
23.	Electrician	Foreman	$	$	$
24.	Electrician	General Foreman	$	$	$
25.	Electrician	Apprentice	$	$	$
26.	Electrician – Tele data	Cable Splicer	$	$	$
27.	Electrician – Tele data	Journeyman	$	$	$
28.	Electrician – Tele data	Foreman	$	$	$
29.	Glazier	Journeyman	$	$	$
30.	Glazier	Leadman	$	$	$
31.	Glazier	Foreman	$	$	$
32.	Glazier	General Foreman	$	$	$

Attachment A (Continued)

33.	Glazier	Apprentice	$	$	$
34.	Heat & Frost Insulator	Journeyman	$	$	$
35.	Heat & Frost Insulator	Foreman	$	$	$
36.	Heat & Frost Insulator	General Foreman	$	$	$
37.	Heat & Frost Insulator	Apprentice	$	$	$
38.	Heat & Frost Insulator - Asbestos Worker	Asbestos Helper Abatement	$	$	$
39.	Heat & Frost Insulator - Asbestos Worker	Apprentice	$	$	$
40.	Ironworker	Rod/Fence Journeyman	$	$	$
41.	Ironworker	Structural Journeyman	$	$	$
42.	Ironworker	Rod/Fence Foreman	$	$	$
43.	Ironworker	Structural Foreman	$	$	$
44.	Ironworker	Apprentice	$	$	$
45.	Laborer - Asbestos & Hazardous Waste Removal	Journeyman	$	$	$
46.	Laborer - Asbestos & Hazardous Waste Removal	Foreman	$	$	$
47.	Laborer - Asbestos & Hazardous Waste Removal	Apprentice	$	$	$
48.	Laborer	Journeyman	$	$	$
49.	Laborer	Foreman	$	$	$
50.	Laborer	General Foreman	$	$	$
51.	Laborer	Apprentice	$	$	$
52.	Millwright	Journeyman	$	$	$
53.	Millwright	Foreman	$	$	$
54.	Millwright	Apprentice (registered program)	$	$	$

Attachment A (Continued)

55.	Operating Engineer	Assistant Engineer / Oiler	$	$	$
56.	Operating Engineer	Mechanic's Helper	$	$	$
57.	Operating Engineer	Crane Signalman	$	$	$
58.	Operating Engineer	Equipment Operator (specify equipment / rate group)	$	$	$
59.	Operating Engineer	Mechanic	$	$	$
60.	Operating Engineer	Apprentice Engineer / Oiler	$	$	$
61.	Paperhanger	Journeyman	$	$	$
62.	Paperhanger	Foreman	$	$	$
63.	Paperhanger	General Foreman	$	$	$
64.	Paperhanger	Apprentice	$	$	$
65.	Pipefitter	Journeyman	$	$	$
66.	Pipefitter	Foreman	$	$	$
67.	Pipefitter	Apprentice	$	$	$
68.	Plasterer	Mason Helper	$	$	$
69.	Plasterer	Journeyman	$	$	$
70.	Plasterer	Deputy Foreman	$	$	$
71.	Plasterer	Foreman	$	$	$
72.	Plumber	Journeyman	$	$	$
73.	Plumber	Foreman	$	$	$
74.	Plumber	General Foreman	$	$	$
75.	Plumber	Apprentice	$	$	$
76.	Roofer	Journeyman	$	$	$
77.	Roofer	Foreman	$	$	$

Attachment A (Continued)

78.	Roofer	Apprentice	$	$	$
79.	Sheet Metal Worker	Journeyman	$	$	$
80.	Sheet Metal Worker	Foreman	$	$	$
81.	Sheet Metal Worker	General Foreman	$	$	$
82.	Sheet Metal Worker	Apprentice	$	$	$
83.	Tile Setter	Finisher	$	$	$
84.	Tile Setter	Apprentice	$	$	$
85.	Tile Setter	Tile Setter	$	$	$
86.	Truck Driver	Helper on Asphalt Distributor truck	$	$	$
87.	Truck Driver	Bucket, Utility, Pick-up, Fuel Delivery trucks	$	$	$
88.	Truck Driver	Dump truck, Asphalt Distributor, Tack Spreader	$	$	$
89.	Truck Driver	Euclid-type vehicles (large, off-road equipment)	$	$	$
90.	Truck Driver	Low Boy Driver	$	$	$
91.	Truck Driver	Slurry Seal, Seeding/Fertilizing/ Mulching truck	$	$	$
92.	Truck Driver	Straight 3-axle truck	$	$	$
93.	Truck Driver	Tractor Trailer (all types)	$	$	$
94.	Truck Driver	Vacuum or Vac-All truck (entire unit)	$	$	$
95.	Truck Driver	Winch Trailer	$	$	$
96.	Truck Driver - Material Delivery Driver	Driver	$	$	$
97.	Welder	Welder (rate follows the craft to which the welding is incidental)	$	$	$
98.	(Additional Trades)		$	$	$
99.	(Additional Trades)		$	$	$

Attachment B

Kean University
GENERAL CONTRACTING SERVICES
Bid No. K26-10-15-4

MARKUP AND ADDITIONAL CHARGES FORM

(Company Name)

Instructions

1. **Actual Cost.** Actual Cost means the net amount the Vendor actually paid, as shown on the supplier, rental company, or subcontractor invoice, after all discounts, rebates, allowances, and credits. Actual Cost excludes sales tax (the University is tax-exempt, and Vendors shall purchase using the University's exemption) and excludes any internal handling, warehousing, or restocking charge by the Vendor or an affiliate.
2. **Single markup.** Markups are applied once, to Actual Cost only. No markup may be applied to another markup, to sales tax, or to costs already marked up by a subcontractor, except as permitted in Part 3.
3. **What markups include.** Markups include all Vendor overhead and profit for procurement, pickup, handling, storage, coordination, subcontractor supervision, invoice preparation, warranty administration, and insurance. No other charge may be added.
4. **Maximums.** Proposed markups shall not exceed the University Maximum shown. A proposed markup above the maximum will be deemed non-responsive for that line. Lower markups will score higher in price evaluation.
5. **Firm pricing.** Markups and charges are firm for the initial term and all renewal terms and apply equally to change orders and credits. Deleted work is credited at the same markup.
6. **Documentation.** Every invoice must reference the University work order number (Asset Essentials) or project number. Supplier invoices, rental agreements, and subcontractor invoices must accompany the invoice for any material line over $[500], every rental, and every subcontract; other backup shall be provided on request. Unsupported charges will not be paid.
7. **Unlisted charges.** Any charge not listed on this form and accepted by the University is not billable.

Attachment B (Continued)

Part 1 – Materials

Line	Category	Definition	Vendor Markup
B-1	Standard materials	Stock items from supply houses, distributors, or Vendor inventory, where total material Actual Cost on the work order is $[10,000] or less	_____%
B-2	Special-order materials	Non-stock items ordered for a specific work order (matching hardware, specified fixtures, custom-fabricated items), where total material Actual Cost on the work order is $4,999 or less	_____%
B-3	Large material purchases	All materials on a work order whose total material Actual Cost exceeds $4,999; this rate applies to the full material amount	_____%
B-4	University-furnished materials	Materials supplied by the University, including through its purchasing agent program. Labor to receive and install is billed at Attachment A rates	0% (fixed)

- Expedited materials receive no separate markup. Premium freight or expediting fees are billable only when the University requests acceleration in writing, at Actual Cost with no markup.
- Supplier freight shown on the materials invoice is part of material Actual Cost. No separate freight markup applies.
- Restocking fees caused by Vendor ordering errors are not billable. Unused materials purchased for a University work order shall be returned for credit (at the same markup) or turned over to the University.
- Job-specific consumables (poly sheeting, floor protection, tape, fasteners) may be billed as materials with receipts.

Part 2 – Third-Party Equipment Rental

Line	Category	Definition	Vendor Markup
B-5	Third-party equipment rental	Equipment rented from a rental company for a University work order. Equipment owned by the Vendor shall be priced only in Attachment C	_____%

- Rentals require prior written authorization, except in emergencies under Section 7.13.
- The University pays only for the rental period it authorized. Extended rental caused by Vendor delay is not billable.

Attachment B (Continued)

Part 3 – Subcontracted Work

Line	Category	Definition	Vendor Markup
B-6	Subcontracted work	Subcontractor's invoiced cost	0% (Actual Cost)

- Subcontractor time-and-material billing is subject to the same documentation requirements and to the Part 1 and Part 2 markup maximums.
- Work performed by the Vendor's own forces, or by an affiliated company, may not be billed as subcontracted work.

Part 4 – Additional Costs

Line	Category	Definition	Vendor Entry
B-7	Permit and inspection fees	NJ DCA and municipal permit and inspection fees	0% (Actual Cost)

Part 5 – Minimum Charges, Travel, and Other Charges

.

Line	Charge	Vendor Entry
B-8	Minimum billable time, routine call during regular hours	_____ hours
B-9	Minimum billable time, emergency or after-hours call-out	_____ hours
B-10	Fuel, tolls, and parking surcharge	Not billable
B-11	Administrative, processing, or invoice charge	Not billable
B-12	Small tools, shop supplies, or consumables charged as a percentage of labor	Not billable (included in Attachment A rates)
B-22	Other proposed charges (describe; subject to University acceptance)	

- A minimum charge applies once per crew, per campus, per day. It does not apply per work order, and it does not apply when the crew is already on that campus that day.

Attachment C

Kean University
GENERAL CONTRACTING SERVICES
Bid No. K26-10-15-4

MATERIAL EQUIPMENT AND SUBCONTRACTOR MARKUP FORM
EQUIPMENT LISTS

(Company Name)

Instructions

1. **Scope.** This schedule applies to equipment owned, or leased for 12 months or longer, by the Vendor or an affiliate. Equipment rented from a third party for a University work order is billed under Attachment B, Line B-5. Equipment owned by an affiliate is priced here and may not be billed as a third-party rental.
2. **All-inclusive rates.** Rates include ownership, depreciation, maintenance, repairs, insurance, overhead, and profit. No markup shall be applied to rates in this schedule.
3. **Rate periods and caps.** Hourly: actual hours in use, minimum [2] hours per day. Daily: up to 8 hours in a calendar day. Weekly: 5 consecutive working days. Monthly: 4 consecutive weeks. The University will pay the lowest applicable combination: hourly charges in a day shall not exceed the daily rate, and daily charges in a week shall not exceed the weekly rate.
4. **Operator.** If "Operator Included" is No, the operator is billed at Attachment A rates for the proper classification. If Yes, no separate operator labor may be billed for that equipment.
5. **Fuel.** If "Fuel Included" is No, fuel is billed at Actual Cost with receipts and no markup.
6. **Mobilization.** One round-trip charge per mobilization to a campus, as entered in the Mobil. $/trip column. Moving equipment between buildings on the same campus is not a new mobilization.
7. **Idle and standby time.** Equipment is billable only while in use on authorized work. If the University directs equipment to remain on site unused, standby is billed at [50]% of the daily rate with no operator charge. Equipment left on site for the Vendor's convenience, or idle because of Vendor delay or breakdown, is not billable.
8. **Small tools.** Tools and equipment with a replacement value under $[1,500], including drills, saws, hammer drills, ladders, shop vacuums, hand trucks, cords, meters, moisture meters, and thermal cameras, are included in Attachment A labor rates and are not billable.
9. **Market ceiling.** Rates shall not exceed current published rates of regional rental companies for comparable equipment. The University may benchmark rates and reject or negotiate any rate above market.
10. **Authorization and documentation.** No equipment may be mobilized at University expense without prior written authorization, except in emergencies under Section 7.13. Daily tickets (Section 7.8) shall list each piece of equipment, its line number from this schedule, and its hours of use.
11. **Condition and operators.** Equipment shall be in safe working order with current inspection records, including annual inspections for aerial lifts and forklifts, available on request. Operators of aerial lifts, forklifts, and telehandlers shall have current OSHA-compliant training. Cranes are third-party only, billed under Attachment B, Line B-5, with certified operators and a written lift plan submitted before mobilization.
12. **Campus conditions.** Indoor equipment shall be electric unless the University approves fuel-powered equipment in writing, with ventilation and carbon monoxide monitoring. Ground protection mats are required on lawns, athletic surfaces, pavers, and plazas. Confirm load limits

with the University before driving equipment onto plazas, podium decks, or areas over tunnels or vaults. Idling is limited to three (3) minutes in accordance with New Jersey law. Fire lanes and building entrances shall be kept clear; equipment shall be staged only in University-approved areas and secured at the end of each shift; and spill kits shall be on site for fuel-powered equipment.

Enter rates only for equipment the Vendor owns, and enter the quantity owned on each line. Lines marked with an asterisk (*) are core lines used in price evaluation; other lines are used to assess capacity and for billing.

Attachment C (Continued)

Line	Equipment	Size / Spec	Hourly $	Daily $	Weekly $	Monthly $	Oper. Incl. (Y/N)	Fuel Incl. (Y/N)	Mobil. $/trip
A. Aerial Access and Lifting									
C-1*	Scissor lift, electric, indoor	19 ft platform; narrow enough for a standard doorway Qty owned: ____							
C-2*	Scissor lift, electric, indoor	26 ft platform Qty owned: ____							
C-3	Scissor lift, rough terrain	32–40 ft platform Qty owned: ____							
C-4	One-person vertical mast lift	20–30 ft; fits through doorways Qty owned: ____							
C-5*	Boom lift, articulating	40–45 ft Qty owned: ____							
C-6	Boom lift, telescopic	60–65 ft Qty owned: ____							
C-7	Material lift (duct and panel hoist)	Up to 24 ft Qty owned: ____							
C-8	Forklift, industrial	5,000 lb Qty owned: ____							
C-9	Telehandler	6,000–10,000 lb Qty owned: ____							
C-10*	Frame scaffolding	Per 5 ft × 7 ft frame section, including braces, planks, and guardrails; setup and teardown labor at Attachment A rates Qty owned: ____							
C-11	Rolling tower scaffold	6 ft platform, with outriggers and guardrails Qty owned: ____							

Attachment C (Continued)

Line	Equipment	Size / Spec	Hourly $	Daily $	Weekly $	Monthly $	Oper. Incl. (Y/N)	Fuel Incl. (Y/N)	Mobil. $/trip
C-12	Rigging set	Chain hoists to 2 tons, gantry, machinery skates, rollers Qty owned: ____							
B. Site and Earthwork									
C-13*	Skid steer or compact track loader	Standard bucket; approx. 2,000 lb operating capacity Qty owned: ____							
C-14	Skid steer attachments (price each)	Hydraulic breaker, auger, forks, sweeper Qty owned: ____							
C-15*	Mini excavator	3–5 ton Qty owned: ____							
C-16	Excavator	12–20 ton Qty owned: ____							
C-17	Backhoe loader	14–15 ft dig depth Qty owned: ____							
C-18*	Dump truck, single axle	5–10 CY Qty owned: ____							
C-19	Dump truck, tri-axle	15–18 CY Qty owned: ____							
C-20	Compaction equipment	Plate compactor or rammer Qty owned: ____							
C-21	Walk-behind concrete/asphalt saw	14–20 in. blade; blade wear included Qty owned: ____							
C. Power, Air, and Temporary Services									
C-22	Generator, towable	25–45 kW Qty owned: ____							
C-23*	Generator, towable	100–150 kW, for temporary building power during shutdowns Qty owned: ____							
C-24	Temporary power distribution	Distribution box and cords, per set Qty owned: ____							
C-25	Light tower	Towable, LED Qty owned: ____							

Attachment C (Continued)

Line	Equipment	Size / Spec	Hourly $	Daily $	Weekly $	Monthly $	Oper. Incl. (Y/N)	Fuel Incl. (Y/N)	Mobil. $/trip
C-26	Air compressor, towable	185 CFM Qty owned: ____							
C-27	Temporary heater, indirect-fired	400,000+ BTU/hr, ducted Qty owned: ____							
C-28	Portable spot cooler	1–5 ton Qty owned: ____							
C-29	Temporary ventilation fan	16–24 in., with ducting Qty owned: ____							
C-30	Pump	2–3 in. trash pump or submersible Qty owned: ____							
D. Dust Control, Containment, and Water Damage									
C-31*	HEPA air scrubber / negative air machine	1,000–2,000 CFM Qty owned: ____							
C-32	Temporary containment system	Spring-loaded poles and zipper doors, per set; poly sheeting billed as material Qty owned: ____							
C-33*	Commercial dehumidifier (LGR)	Approx. 130+ pints/day Qty owned: ____							
C-34	Air mover	Structural drying type Qty owned: ____							
C-35	Portable water extraction unit	With wand and hose Qty owned: ____							
E. Mechanical, Electrical, and Plumbing Specialty									
C-36*	Core drill rig	Up to 8 in.; stand and water recovery; bit wear included Qty owned: ____							
C-37	Pipe threading machine	Up to 2 in. Qty owned: ____							
C-38	Pipe freezing kit	Up to 4 in.; avoids draining domestic water risers in occupied buildings Qty owned: ____							

Attachment C (Continued)

Line	Equipment	Size / Spec	Hourly $	Daily $	Weekly $	Monthly $	Oper. Incl. (Y/N)	Fuel Incl. (Y/N)	Mobil. $/trip
C-39*	Drain cleaning machine, sectional	2–6 in. lines Qty owned: ____							
C-40	Sewer jetter	3,000–4,000 psi Qty owned: ____							
C-41	Drain/sewer inspection camera with locator	200 ft reel Qty owned: ____							
C-42	Welding machine, engine-driven	Approx. 300 amp Qty owned: ____							
F. Moving, Relocation, and Debris									
C-43*	Box truck with liftgate	24–26 ft; move and relocation assignments only (standard service vehicles are included in labor rates under Section 7.10) Qty owned: ____							
C-44	Moving equipment kit, per crew-day	Dollies, panel and library carts, pads, floor and door-frame protection Qty owned: ____							
C-45	Roll-off container, Vendor-owned	20 or 30 CY, per haul; tipping fees billed under Attachment B, Line B-10 Qty owned: ____							
G. Additional Equipment Proposed by the Vendor									
C-46									
C-47									
C-48									
C-49									
C-50									

Attachment D

Kean University
GENERAL CONTRACTING SERVICES
Bid No. K26-10-15-4

RESIDENCE HALL AND FACULTY HOUSING TURNOVER UNIT PRICING FORM

(Company Name)

Vendors shall provide pricing for the turnover categories they are qualified to perform. Vendors may leave categories blank when not applicable.

Line Item	Turnover Unit Type	Standard Turnover Unit Price
1.	Residence Hall bedroom	$
2.	Residence Hall suite common area	$
3.	Residence Hall bathroom	$
4.	Residence Hall kitchen or kitchenette	$
5.	Residence Hall full suite (single occupancy)	$
6.	Residence Hall full suite (two bedroom)	$
7.	Residence Hall full suite (three bedroom)	$
8.	Residence Hall full suite (four bedroom)	$
9.	Faculty Housing one bedroom unit	$
10.	Faculty Housing two-bedroom unit	$

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 Vendor agrees that this RFQ shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for RFQ. Upon receipt of written notice of the acceptance of the RFQ, Vendor will execute the

formal contract within ten (10) business days and deliver insurance certificates as per contract terms and conditions.

Please indicate whether the Vendor identifies as any of the following:

☐ **Veteran Owned** ☐ **Small Business** ☐ **Not Applicable**

By signing and submitting this Quotation Form, Vendor certifies and confirms that:

1. Vendor has read, understands, and agrees to all terms, conditions, and specifications set forth in Bid No. K26-10-15-4, including all terms and conditions for doing business with the State of New Jersey;

2. Vendor's failure to meet any terms and conditions of the RFQ documents shall constitute a breach and may result in suspension or debarment from further State bidding;

3. A defaulting Vendor may also be liable, at the option of Kean, for the difference between the contract price and the price bid by an alternate vendor of the goods or services in addition to other remedies available; and

4. By signing and submitting this Quotation Form, Vendor consents to receipt of any and all documents related to this RFQ solicitation and the resulting contract by electronic medium or facsimile.

Respectfully submitted, (Seal required if Qualification is by corporation)

_____
(Name of Company)

_____
(Print Name & Title)

_____
(Authorized Signature)

_____
(Address)

_____
(City, State, Zip)

Telephone Number: _____ Email Address: _____

Date: _____

Note: This Quotation Form must be signed. Not signing this Quotation Form will be grounds to disqualify.

****END OF QUOTATION FORM****

Attachment E

Kean University
GENERAL CONTRACTING SERVICES
Bid No. K26-10-15-4

VENDOR RATING SHEET

This "Criteria for Contract Award" will be used in conjunction with specific requirements detailed in the RFQ.

Line Item	Vendor	Weighted	Rating Range				
	Criteria:	**%**	**1**	**2**	**3**	**4**	**5**
1.	Pricing and Payment Terms	30					
2.	Qualification & Experience	10					
3.	Prior History & References	10					
4.	Responsiveness & Compliance	10					
5.	Financial Stability	10					
6.	Equipment, Products, and Services Offered	30					
7.	Total Overall Percentage	100					

Attachment F

Kean University
GENERAL CONTRACTING SERVICES
Bid No. K26-10-15-4

RFQ-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. Vendors are required to ensure that all compliance requirements have been met.

Required with submission of Proposal (Owner's "X")		Document	Vendor Shall Initial Each Item Submitted with Proposal
Form Provided By KU	Form Provided by Vendor		
X		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	Vendor Financial Qualification Statement	
X		Disclosure of Investigations and Other Actions Involving Vendor Form	
X		Disclosure of Investment Activities in Iran Form	
X		Subcontractor Utilization Form	
X		Form W-9 – Request for Taxpayer Identification Number and Certification	
X		MacBride Principles Form	
X		Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	

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

Name of Vendor: _____

Print Name & Title: _____

Authorized Representative Signature: _____

Date: _____

OFFER AND ACCEPTANCE PAGE

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

BID SOLICITATION # AND TITLE: _____

TO THE STATE OF NEW JERSEY:

Name of Bidder/Contractor _____

Address _____

City, State, Zip Code _____

Phone Number _____

Fax Number _____

Email Address _____

FEIN _____

Print Name & Title of Authorized Representative _____

Signature Authorized Representative _____

By submitting a Quote the Bidder certifies and confirms that:

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

ACCEPTANCE OF OFFER *(For State Use Only)*

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

Contract/Master Blanket Purchase Order Number _____

Award Date _____ Effective Date _____

State of New Jersey Authorized Signature _____

Print Name and Title _____

CONFIDENTIALITY AND COMMITMENT TO DEFEND

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

BID SOLICITATION # & TITLE: _____

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

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

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

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

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

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

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

OR

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

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

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

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

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

_____
Company Name

_____ _____
Signature Date

_____
Print Name and Title

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DESCRIPTION OF VENDOR REQUESTED QUOTE REDACTIONS*				
Quote Section, Form or Document	**Page Number**	**Paragraph and/or line**	**Description of item to be redacted**	**Statutory or other legal reason for each requested exemption**

** Home address and/or unlisted telephone/cell phone numbers must be listed on this form if they are to be redacted.*

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OWNERSHIP DISCLOSURE FORM

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

VENDOR NAME: _____

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

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

If you answered **YES** to Question 3, you must disclose the information requested in the space below:*
(a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

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

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*
(a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

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

_____

_____

_____

** Attach additional sheets if necessary*

SOURCE DISCLOSURE FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

PART 1

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

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

PART 2

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

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

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

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

CERTIFICATION

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

_____ _____

Signature Date

_____

Print Name and Title

AFFIRMATIVE ACTION

QUESTIONNAIRE

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

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

_____YES _____NO

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

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

_____YES _____NO

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

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

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

The Affirmative Action Affidavit for Suppliers having less then 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. l7:27-5.2.

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

_____
Signature

_____, 2____

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

CERTIFICATION BY THE VENDOR OF COMPLIANCE WITH BUSINESS ETHICS GUIDE

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

_____
Authorized Representative of Vendor

_____
Name of Vendor

Dated: _____

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

SECTION 1: INTRODUCTION

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

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

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

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

SECTION 2: DEFINITIONS

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

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

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

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

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

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

Division: The Division of Purchase and Property.

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

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

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

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

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

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

SECTION 3: OVERVIEW AND GENERAL CONDUCT

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

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

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

SECTION 4: GENERAL STANDARDS

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

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

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

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

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

SECTION 5: CONSULTANTS

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

SECTION 5.1: Consultants and RFP Development

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

SECTION 5.2: Consultants and Evaluation Committees

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

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

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

- any State employee or any member of his or her immediate family (i.e., a spouse, child, parent, or sibling residing in the same household as the employee); or

- any partnership, firm, or corporation with which the State employee is employed or associated, or in which he or she has an interest. Some things of value are clear, such as money, stock, debt forgiveness, real estate, or automobiles; but other things of value may be less obvious, including offers of employment, loans, labor, rebates, price discounts, entertainment, or meals.

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

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

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

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

SECTION 7: OFFERS OF EMPLOYMENT

SECTION 7.1: Current State Employees

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

SECTION 7.2: Former State Employees

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

SECTION 7.3: Casino-Related Restrictions

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

SECTION 8: PENALTIES

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

Last Updated: Friday, January 12, 2024

KEAN

ACKNOWLEDGE RECEIPT OF ADDENDUM FORM

Bid Name: _____

Bid No.: _____

Bidder Name: _____
Address: _____
_____

Bidder acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[ ] No Addenda were received/issued.

_____ _____
Signature of Principal Title

DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PART 1
PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

NAME			
TITLE			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
TITLE			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
TITLE			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
TITLE			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

**Attach Additional Sheets If Necessary.*

PART 2
PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?

2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?

3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?

4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?

5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?

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

PART 3
DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

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

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

**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

_____ _____
Signature Date

_____
Print Name and Title

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

_____ _____
Signature Date

_____
Print Name and Title

SUBCONTRACTOR UTILIZATION FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

SUBCONTRACTOR'S NAME: _____
ADDRESS: _____

PHONE NUMBER: _____ FEIN: _____
EMAIL: _____
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____
DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?

IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

SUBCONTRACTOR'S NAME: _____
ADDRESS: _____

PHONE NUMBER: _____ FEIN: _____
EMAIL: _____
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____
DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?

IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

SUBCONTRACTOR'S NAME: _____
ADDRESS: _____

PHONE NUMBER: _____ FEIN: _____
EMAIL: _____
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____
DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?

IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

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)

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 . . . . . ☐

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.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

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

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

What's New

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

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

Purpose of Form

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

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

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

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

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

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

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

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • 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*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

MACBRIDE PRINCIPLES FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

_____ _____
Signature Date

_____
Print Name and Title

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

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

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

(Check the Appropriate Box)

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

OR

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

OR

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

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

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

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