KEAN

ADDENDUM NO. 1

UNARMED SECURITY GUARD SERVICES

Bid No. K26-10-22-5

KEAN UNIVERSITY
1000 MORRIS AVENUE
UNION, NEW JERSEY 07083

DATE OF ADDENDUM: November 5, 2026

The attention of all Bidders is called to the following Addendum from Kean University (the "University"). This Addendum forms part of the Request for Proposal for Proposal ("RFP") and modifies the original RFP specifications and documents dated October 27, 2026.

This Addendum is hereby included in and made a part of the Contract Documents, whether or not attached thereto. All requirements of the original RFP shall remain in force and effect, except as amended by this Addendum.

The purpose of this Addendum is to (i) clarify issues raised in questions submitted by Bidders, as set forth below; (ii) amend Attachment A to the RFP, the Fee Proposal Form (see Amended Fee Proposal Form at Attachment 1); and (iii) attach a copy of the current contract template (see Attachment 2).

Except as amended herein, the original RFP instructions and specifications shall remain in full force and effect.

I. QUESTIONS AND ANSWERS:

Question 1. Please confirm whether the New Jersey State Building Service Contracts Act applies to this procurement and provide the applicable wage determination for Guard I (Security Guard) and Guard II (Supervisor), including required hourly cash wages, health and welfare benefits, vacation, holidays, and other mandatory fringe benefits.

A. Yes, the New Jersey State Building Service Contracts Act applies to this contract. To obtain a wage determination, please use the New Jersey Department of Labor & Workforce Development Wage Rate Determination tool.

Question 2. Please clarify whether the University anticipates annual prevailing wage adjustments during the five-year pricing period and whether such adjustments will be considered for contract price modifications.

A. Pursuant to the New Jersey State Building Service Contracts Act, the contract shall provide for "annual adjustments" to the prevailing wage rate during the term of the contract. Please see N.J.S.A. 34:11-56.60.

Question 3. Contract term and security: Section 3.18.2 says the contract may be extended for "up to four (1) additional one (1) year renewals," which is internally inconsistent. The Fee Proposal Form also has rate blocks that appear to cover more than two years.

A. The second sentence of Section 3.18.2 should read as follows: "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."

Question 4. Is the maximum term one base year plus one renewal, or one base year plus four renewals?

A. Please see response to Question #3 above.

Question 5. Annual Performance Bond: Is the $200,000 annual performance security required with the proposal or only at award, and may it be a surety bond, letter of credit, or other instrument?

A. The performance bond should be in the form of a surety bond.

Question 6. Staffing volume and incumbent baseline: The coverage chart is incomplete, and several posts (Kean Jersey City, additional residence halls, special events) are described only as "subject to change."

A. Kean Union Public Safety has two locations; East Campus, 160 hours weekly, five days per week (two eight hour shifts per day), two officers per shift and Building 1085,168 hours weekly, 7 days per week (two eight hour shifts per day). Kean Jersey City Public Safety Staffing incorporates 1 officer at the Lot 4 entrance, 168 hours weekly, 7 days per week.

Question 7. Can the University provide estimated annual hours by post and by Guard I/Guard II, the current incumbent's billing rates, and the expected scope and start date for Kean Jersey City?

A. Kean Union requires support at East Campus (8,320 hours annually); Kean Union Building 1085 receives support; Kean Jersey City Public Safety requires a guard 24 hours daily at the Lot 4 entrance (8,736 hours annually).

Question 8. Does the university have a minimum guaranteed hours, since the University can cut or add posts with 10 days' notice?

A. No. The University does not have minimum guaranteed hours.

Question 9. Rate structure and prevailing wage: The form calls for one hourly rate per guard level, subject to the NJ Prevailing Wage Act. Special events use "the same hourly rates," and the form refers to an unspecified "overtime rate" for failure to staff.

A. Please see Amended Fee Proposal Form (Attachment 1).

Question 10. Which prevailing wage determination and county classification apply to each campus (Union, Hudson, Morris/Sussex, Ocean)?

A. The prevailing wage determination will use the county-specific rate corresponding to the exact physical location where work is performed.

Question 11. Are holiday, short-notice, and overtime hours billed at the same straight rate?

A. Please see Amended Fee Proposal Form (Attachment 1).

Question 12. Is annual pricing firm, or can it be adjusted for prevailing wage increases or CPI?

A. Please see response to Question #2.

Question 13. The RFP requires five years of experience and references from three college or university accounts currently serviced. Will the University accept comparable institutional references, such as public charter schools, airports authorities, federal research facilities, or healthcare campuses, if fewer than three are higher-ed accounts?

A. No.

Question 14. Small Business / MBE: The small business set-aside language requires a New Jersey principal place of business. Does an out-of-state, certified MBE/DBE/SDB vendor receive any preference or credit toward the 25% small business goal, directly or through NJ-based subcontractors?

A. No.

Question 15. Which certifications does the University recognize?

A. Please provide all relevant certifications.

Question 16. Section 6.0 lists the evaluation factors in a different order and with different wording than Attachment B, which gives weights of 20% pricing, 15% qualifications, 15% equipment/services, 15% references, 10% financial stability, 10% responsiveness, 8% support and transition, and 5% oral presentation. Is Attachment B the controlling scoring method?

A. Yes.

Question 17. How will pricing points be calculated (lowest-price formula or evaluator judgment)?

A. Please refer to Section 6.0 of the bid specifications.

Question 18. Are oral presentations likely?

A. To be determined.

Question 19. The target start is January 1, 2027, so what is the expected award date, and will the University accept a phased onboarding given the NJSP fingerprinting and background check requirement?

A. To be determined.

Question 20. Are security posts self-breaking? If not, then what is the current plan for reliefs during meal and restroom breaks?

A. Pursuant to Section 7.2.29.2 of the bid specifications, the awarded vendor is responsible for providing coverage during break periods.

Question 21. Is the current security force subject to a Collective Bargaining Agreement such as SEIU 32BJ? If so, we request the client to provide a copy of the most recent CBA between the incumbent and the respective union.

A. N/A.

Question 22. If current program is subject to a CBA, will the university provide a seniority roster for all existing incumbent personnel to enable bidders to successfully calculate projected leave balances?

A. N/A.

Question 23. Will the primary deciding factor for award be based on “lowest price” or “best value”?

A. Please see Section 6.0 of the bid specifications.

Question 24. Will the successful bidder be afforded a minimum of 30 days for contract transition?

A. Yes.

Question 25. Who is the incumbent security services provider currently supporting this program?

A. Sterling Securities LLC.

Question 26. Will a marked Roving Patrol vehicle be required to support this security program?

A. Not required.

Question 27. Who is the current security service provider?

A. Please see response to Question #25.

Question 28. Can you provide the current wages and benefits for each incumbent officer?

A. No.

Question 29. Is the current contract union? If so, please provide current roster and seniority of security personnel working.

A. You will need to submit an OPRA request.

Question 30. Is there a pre-bid meeting/site tour?

A. There is no pre-bid meeting. If you would like to schedule a site tour, please contact Jerome Hatfield at jerome.hatfield@kean.edu.

Question 31. Please provide the previously awarded bid tabulation.

A. You will need to submit an OPRA request.

Question 32. Can you please provide the current contract template?

A. Please see Attachment 2 to this Addendum.

Question 33. Does the security vendor provide a patrol vehicle?

A. This is not required.

Question 34. Could you clarify which submission subject line governs: "PROPOSAL SUBMISSION – BID NO. K26-10-22-5" in the advertisement, or "BID SUBMISSION – Bid No. K26-10-22-5" in Section 3.2?

A. Either subject line will be accepted for this solicitation.

Question 35. Who is the current incumbent?

A. Please see response to Question #25.

Question 36. When was the current contract awarded, and could you please provide a copy of the contract?

A. The current contract is dated as of December 14, 2023. You will need to submit an OPRA request.

Question 37. What is the current contract term (including any renewal options), and what was the initial start date?

A. The contract term is one year with two (2) one (1) year renewals. The start date was January 1, 2024.

Question 38. What was the total amount spent on the contract over the past 12 months, and what was the most recent monthly spend?

A. You will need to submit an OPRA request.

Question 39. What is the estimated total number of annual billable hours?

A. Please see response to Question #7.

Question 40. What are the current bill rates for each labor classification?

A. To obtain a wage determination, please use the New Jersey Department of Labor & Workforce Development Wage Rate Determination tool.

Question 41. Are there any separately billable items or reimbursable expenses (e.g., vehicles, equipment, or supplies)?

A. None required.

Question 42. Is the current contract utilizing patrol vehicles? If so, how many?

A. No.

Question 43. Have there been any significant changes from the previous contract to the current one (e.g., increased/decreased hours, changes in staffing levels, armed vs. unarmed services, additional sites, or expanded scope)?

A. No significant changes outside the acquisition period.

Question 44. Are there any anticipated services or requirements not identified in the RFP that the successful contractor should be prepared to provide (e.g., seasonal coverage, special events, or future site additions)?

A. Special events and seasonal coverage.

Question 45. Did the current contract include liquidated damages or performance penalties? If so, could you please provide details?

A. Yes. Liquidated damages and performance penalties were provided for in the current contract in the same manner set forth in the current bid specifications. Please see Section 3.22.1 of the bid specifications.

Question 46. Can you please provide a copy of the last bid results?

A. You will need to submit an OPRA request.

Question 47. What were the actual billable Guard I and Guard II and Supervisor hours for the most recent 12 months, broken down by campus and month?

A. You will need to submit an OPRA request.

Question 48. Who is the current security contractor, and what is the current contract's annual value?

A. Please see response to Question #25. You will need to submit an OPRA request for the contract's annual value.

Question 49. Which prevailing-wage classification and wage determination should bidders use?

A. Please see response to Question #1.

Question 50. What are the required schedules and minimum coverage during winter and summer breaks, will security be needed for events coverage, how many events per year?

A. Please refer to Section 7.2.32 of the bid specifications.

Question 51. Is the $200,000 annual performance security satisfied by a surety bond, and what exact form is required?

A. Performance security is satisfied by a surety bond and should be provided in the appropriate standard format.

Question 52. Are there minimum response times for short-notice staffing requests and officer replacements?

A. Kean expects the awarded vendor to respond within a reasonable time for short-notice staffing requests and guard replacements.

ATTACHMENT 1

Amended Attachment A

Kean University
Unarmed Security Guard Services
Bid No. K26-10-22-5

AMENDED FEE PROPOSAL FORM

_____
(Company Name)

Vendor is to provide Kean University the following hourly rates for services described in this RFP, in accordance with the terms and conditions specified herein. Please note that hourly rates are subject to the State Building Service Contract Act, N.J.S.A. 34:11-56.58 et seq., and the applicable rates of Guard I and Guard II issued by the Federal Department of Labor.

YEAR ONE	
Guard I (Security Guard) **Rate: _____ per hour** **OT Rate: _____ per hour**	**Guard II (Supervisor)** **Rate: _____ per hour** **OT Rate: _____ per hour**
YEAR TWO	
Guard I (Security Guard) **Rate: _____ per hour** **OT Rate: _____ per hour**	**Guard II (Supervisor)** **Rate: _____ per hour** **OT Rate: _____ per hour**
YEAR THREE	
Guard I (Security Guard) **Rate: _____ per hour** **OT Rate: _____ per hour**	**Guard II (Supervisor)** **Rate: _____ per hour** **OT Rate: _____ per hour**
YEAR FOUR	
Guard I (Security Guard) **Rate: _____ per hour** **OT Rate: _____ per hour**	**Guard II (Supervisor)** **Rate: _____ per hour** **OT Rate: _____ per hour**

YEAR FIVE	
Guard I (Security Guard) **Rate: _____ per hour** **OT Rate: _____ per hour**	**Guard II (Supervisor)** **Rate: _____ per hour** **OT Rate: _____ per hour**

If the successful Vendor fails to provide the complete security guard staff, either as specified or duty ordered in advance by the University, and as agreed to be provided by the Vendor, the University may employ or retain another or others to cover duties that personnel of the Vendor should have covered.

The Vendor will reimburse the University Police Department for any additional charges incurred as a result of Vendor's failure to provide complete security guard staff and/or the rate of $_____per hour (reimbursement rate) when an officer is required to work overtime to cover the post.

The Vendor will reimburse the Office of Residence Life for any additional charges incurred as a result of Vendor's failure to provide complete security guard staff and/or the rate of $_____per hour (reimbursement rate) when an officer is required to work overtime to cover the post.

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

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

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

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

1. Vendor has read, understands, and agrees to all terms, conditions, and specifications set forth in Bid No. K26-10-22-5, 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 proposal 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 Fee Proposal Form, Vendor consents to receipt of any and all documents related to this proposal solicitation and the resulting contract by electronic medium or facsimile.

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

_____
(Name of Company)

_____
(Print Name & Title)

_____
(Authorized Signature)

_____
(Address)

_____
(City, State, Zip)

Telephone Number: _____ Email Address: _____

Date: _____

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

****END OF FEE PROPOSAL FORM****

ATTACHMENT 2

UNARMED SECURITY GUARD SERVICES

DATED AS OF [DATE]

BETWEEN

KEAN UNIVERSITY ("UNIVERSITY")

AND

[NAME OF CONTRACTOR] ("CONTRACTOR")
BID NO. K26-10-22-5

DRAFT

UNARMED SECURITY GUARD SERVICES CONTRACT

THIS CONTRACT (the "Contract") made as of the [DATE], by and between **KEAN UNIVERSITY**, a public institution of higher education in the State of New Jersey, having its principal address at 1000 Morris Avenue, Union, New Jersey 07083 ("University"), and [VENDOR], having its principal address at [INSERT VENDOR ADDRESS] ("Contractor"), (each a "Party" and collectively the "Parties"), expresses the terms, conditions, responsibilities and understandings between the University and Contractor for the provision of shuttle transportation services, as requested by the University.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, intending to be legally bound hereby, the parties hereto agree as follows:

1. **CONTRACTOR RESPONSIBILITIES.** The Contractor shall be required to assume sole responsibility for all work to be completed as required by this Contract. The Contractor shall perform in a good, skillful and prompt manner and with the care and skill ordinarily used in its profession, and also in accordance with this Contract. The acceptance or approval of or payment for any of the services provided by the Contractor under this Contract shall not release or waive any claim for latent defects or errors, omissions, or breaches of this Contract, negligence, indemnity or other obligations under this Contract.

2. **SCOPE OF SERVICES.** The Contractor, for and in consideration of the concession to provide to the University shuttle transportation services, agrees to do and perform all work and labor required to furnish and deliver all goods, materials and/or services in accordance with this Contract, **Kean University Request for Proposal, Bid No. K26-10-22-5**, dated October 27, 2026, as amended by Addendum No. 1, dated November 5, 2026, and Contractor's Response to Request for Proposal, dated [INSERT DATE] and any and all task orders subsequently issued by the University in connection therewith.

   The scheduling of all services required under the Contract shall be approved by Kean University Procurement and Business Services, the Director of the Department of Public Safety and University Police, and/or the Chief Financial Officer, in their sole discretion, by the issuance of requests for unarmed security guard services for individual projects. Such requests for services will be defined, negotiated, and ordered pursuant to the needs of the University. Kean University may issue a request for security services to the Contractor. If the Contractor agrees to supply the services at the time and place set forth in the request for security services, each party will sign the request. Requests for security services will be set forth by the prices set forth in Contractor's Response to Request for Proposal, submitted [INSERT DATE]. Performance of the security services shall be governed by the provisions set forth in this Contract. In the event of an emergency, the issuance of a written request for security services may be dispensed with by the University, in its sole discretion.

3. **CONTRACT DOCUMENTS.**

   3.1. The following documents are annexed hereto, incorporated herein, and made a part of this Contract:

      3.1.1. Exhibit A: **Kean University Request for Proposal, Bid No. K26-10-22-5**, dated October 27, 2026, as amended by Addendum No. 1, dated November 5, 2026, ("Request for **Proposal**");

DRAFT

3.1.2. Exhibit B: Contractor's Response to Request for **Proposal**, dated [_____] ("Contractor's Response"); and

3.1.3. Exhibit C: Vendor Acknowledgement Form executed by the Contractor; Appendix 1 - Code of Ethics and Business Ethics Guide; Certification by Contractor.

3.2. In the event of an inconsistency between the terms of this Contract and the Contractor's Response, the terms of this Contract shall govern. In the event of an inconsistency between the terms of this Contract and the Request for Proposal, the terms of this Contract shall govern. In the event of an inconsistency between the terms of the Request for Proposal and the Contractor's Response, the terms of the Request for Proposal shall govern.

4. **CONTRACTOR EMPLOYEES.** It is understood and agreed that the Contractor is an independent contractor and not an employee of the University, nor are the employees of the Contractor to be considered employees of the University. The Contractor further agrees that its employees performing any of the services specified under this Contract shall do so in an appropriate and professional manner.

5. **TERM OF CONTRACT.** The terms of this Agreement shall be effective as of the date (the "Effective Date") on which the Parties shall have signed and dated it. Services shall be provided under this Contract during the period from January 1, 2027 through December 31, 2027. This Contract may be extended for four (4) one (1) year renewals at the discretion of the University. Should the University decide to renew this Contract, notice will be given to the Contractor no later than ninety (90) days prior to the termination date of the initial contract term and any subsequent renewal contract term. In the event the Contract is extended after the expiration of the initial contract term and/or subsequent renewal term, all the original Contract terms shall remain in effect for the extended period, unless otherwise agreed to by the parties in writing.

6. **CONTRACT TRANSITION PERIODS.** In the event the Contract is terminated either by contract expiration or by early termination by the University, it shall be incumbent upon the Contractor to continue all services hereunder until new services can become completely operational. At no time shall this continuation of services extend more than sixty (60) days beyond the expiration date of the existing Contract or any earlier termination date, unless otherwise agreed upon by the parties in writing. If the parties agree to continue services beyond the expiration date or any earlier termination date, all other terms and conditions set forth in this Contract remain in effect during the extension period and remain unchanged. In the event that the Contract is extended after the expiration of the initial contract term and/or subsequent renewal term, all the original Contract terms shall remain in effect for the extended period.

7. **LICENSES AND PERMITS.** The Contractor must meet all applicable State and Federal requirements for operating and doing business in the State of New Jersey, including, but not limited to, maintaining compliance with Affirmative Action laws, pursuant to the provisions of Chapter 127, Public Laws of 1975, and prevailing wage rates in accordance with the provisions of Chapter 150 of the Laws of 1963, as amended by Chapter 64 of the Laws of 1974, as determined by the Department of Labor & Workforce Development.

8. **INSURANCE.**

DRAFT

8.1. The Contractor shall assume all responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this Contract. The Contractor shall procure and maintain, at its sole cost and expense, during the entire period of this Contract, including contract renewal terms and transition periods, the types of insurance specified herein. All insurance shall be procured from reputable insurance carriers authorized to do business in the State of New Jersey which maintain an A.M. Best rating of A- (VII) or better.

In no event shall work be performed until the required evidence of insurance has been furnished. The University reserves the right to require the Contractor to furnish proof of all insurance required under this Contract any time upon ten (10) days prior written notice to the Contractor. If the Contractor fails to obtain or maintain the required insurance, the University shall have the right to treat such failure as a material breach of Contract and to exercise all appropriate rights and remedies. The Contractor is responsible for renewing all types of insurance specified in this Contract before the expiration date of any policy required hereunder. The insurance shall provide for at least thirty (30) days prior written notice to be given to the University in the event coverage is materially changed, not renewed, reduced or canceled. The University, the State of New Jersey, the New Jersey Economic Development Authority, and the New Jersey Educational Facilities Authority are to be named as additional insureds on all policies required hereunder, except the Workers' Compensation and Employer's Liability. All liability policies shall provide the "occurrence" type of coverage.

Evidence of current insurance coverage shall be provided in the form of a certificate which shall be submitted to the University upon execution of this Contract and no later than ten (10) days prior to July 30 of each and every year of this Contract. The certificate shall expressly name Kean University, the State of New Jersey, the New Jersey Economic Development Authority, and the New Jersey Educational Facilities Authority as additional insureds. A Certificate of Insurance for Workers' Compensation, together with a properly executed endorsement for cancellation notice, shall also be furnished.

8.2. The Contractor shall provide the following types of insurance coverage, which are the minimum required and shall not relieve the Contractor of any liability where liability for injury, death, or property damage is greater than the insurance coverage:

8.2.1. 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 Contractor 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.

DRAFT

8.2.2. 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.

8.2.3. 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 Vendor 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.

8.2.4. Employer's 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.

8.2.5. 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.

8.2.6. Property Insurance shall be maintained by the Contractor 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 Contractor 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.

8.3. All required insurance coverage must be in effect no later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. The Contractor shall require all subcontractors to comply with all of the insurance requirements described above. The Contractor is responsible for determining the amount of excess liability it will require its subcontractors to carry. The Contractor shall be responsible for obtaining Certificates of Insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor's beginning work on the Project. The Contractor shall provide copies of all subcontractor Certificates of Insurance to the University upon request.

8.4. The Contractor shall provide University Procurement and Business Services, Kean University, 1000 Morris Avenue, Union, New Jersey 07083, 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. All insurance required herein, except Workers' 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.

DRAFT

8.5. Each policy of insurance shall contain an endorsement as follows: "It is understood and agreed that the Contractor's Insurance Company shall notify the University, in writing, thirty (30) days in advance of the effective date of any material change, non-renewal, reduction or cancellation of this policy." All required insurance coverage must be in effect not later than 12:01 a.m. at the start of the Contract and remain in effect for a minimum of ninety (90) days following termination or expiration of the Contract.

9. **NOTICES AND REQUIRED DOCUMENTATION.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person, via electronic mail, or deposited in the United States mail, postage prepaid, addressed as follows:

As to Contractor:
Name and Title of Vendor Contact in Charge of Contract
Company Name
Address Line 1
Address Line 2
Email of Contact

As to Kean University:
Jerome Hatfield
Kean University
1000 Morris Avenue
Union, NJ 07083

Associate Vice President of University Procurement and Business Services
Kean University
1000 Morris Avenue
Union, NJ 07083

10. **SUSPENSION/ELIMINATION OF WORK.** The University may at any time for valid reason direct the Contractor to suspend work under this Contract for a specific period of time. Such order shall be given by at least ten (10) business days' notice in writing which shall specify the period during which work shall be stopped. In the event of an emergency or if determined solely by the University not to be in the best interest of the University, this ten (10) day notice requirement may be shortened or eliminated. The Contractor, unless terminated, shall resume work upon the date specified in the stop work order, or upon such other date as the University may thereafter specify in writing. The period during which work shall have been stopped shall be deemed added to the Contractor's contractual term.

11. **DISCRETIONARY EVENTS OF DEFAULT.** Each of the following shall be an event of default under the Contract, which may, at the sole discretion of the University, constitute a basis to terminate the Contract if the Contractor fails to cure the default:

11.1. failure by Contractor to comply with any provision of this Contract; or

DRAFT

11.2. falseness or inaccuracy of any warranty or representation of Contractor contained in the Contract or in any other document submitted to the University by the Contractor; or

11.3. failure by the Contractor on a persistent or repeated basis, to provide enough properly skilled workers or proper materials.

12. **MANDATORY EVENTS OF DEFAULT.** Each of the following shall be an event of default under the Contract which may not be cured by the Contractor and will be mandatory grounds for termination of the Contract:

12.1. a violation of federal, State or local law by the Contractor or Contractor's senior management, directly or indirectly relating to the provision of services under the Contract, or which threatens in any way, in the sole judgment of the University, the performance of the Contract in accordance with its terms; or

12.2. the declaration of bankruptcy; or

12.3. a general assignment by the Contractor to their creditors or appointment of a receiver on account of Contractor insolvency.

13. **TERMINATION FOR DEFAULT.** The University shall, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor commits any act identified in the "Mandatory Events of Default" clause contained herein. In addition, the University may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor commits any act identified in the "Discretionary Events of Default" clause contained herein and if the Contractor does not cure such act of default within a period of ten (10) calendar days (or such longer period as the University may authorize in writing) after receipt of notice from the University specifying such act. The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

14. **TERMINATION FOR CONVENIENCE.** In addition to the University's rights to terminate this Contract for mandatory or discretionary events of default, the Contractor's performance may be terminated by the University in accordance with this clause in whole, or in part, 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 Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. In cases of emergency, the University may shorten the period of notification.

After receipt of a notice of termination, and except as otherwise directed by the University, the Contractor shall: a) stop work under the Contract on the date and to the extent specified in the notice of termination; b) take no further action except as otherwise may be directed by the University; and c) terminate all orders and/or subcontracts to the extent they relate to the performance of work terminated by the notice of termination.

15. **DAMAGES FOR CONTRACT TERMINATION.** If the Contract is terminated in whole or in part due to Contractor's default, the University may procure, upon such terms and in such manner as the

DRAFT

University may deem appropriate, items and/or services similar to those so terminated from another source. If the price paid is greater than the Contract price, the University may deduct the difference in price from any monies due the Contractor or, if no monies are due the Contractor, the difference in price shall be an obligation owed to the University by the Contractor. It shall be incumbent upon the Contractor to continue operations until relieved by a newly selected Contractor.

16. **INDEMNIFICATION.** The University is not responsible for any damages incurred to the Contractor's personal property or equipment. The Contractor shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the University, the State of New Jersey, the New Jersey Economic Development Authority, the New Jersey Educational Facilities Authority and their respective trustees, directors, officers, employees, volunteers and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses (including reasonable attorneys' fees) in connection therewith on account of the loss of life, illness, property, or injury or damage to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from: (1) the work, services or materials provided under this Contract; or (2) any failure to perform the Contractor's obligations under this Contract. The Contractor's obligations under this indemnification clause or any improper or deficient performance of the Contractor's obligations are not limited by, but are in addition to, the insurance obligations contained in this Contract. Further, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Contractor under this Contract, nor shall they be construed to neither relieve the Contractor from any liability nor preclude the University from taking any other actions available to it under any other provisions of this Contract or at law. The indemnification obligations hereunder shall survive the completion or termination of this Contract.

17. **PRICING.** The Contractor agrees that the prices set forth on the Fee Proposal Form contained in the Contractor's Response (Exhibit B) are firm for the term of the Contract. Such prices are for the cost of providing University security services during the term of the contract (inclusive of all expenses).

    All invoices must be approved in writing by an authorized representative of the requesting department and/or the Director of the Department of Public Safety and University Police before payment will be processed to Contractor. Invoices must be itemized.

18. **MEETING.** The Contractor or its authorized representatives shall meet with University representatives as desired by the University to discuss the provision of services to the University. The Contractor or its authorized representatives agree to cooperate at all times to maintain maximum efficiency and good public relations in the operation of the services.

19. **VENDOR ACKNOWLEDGEMENT FORM.** The Contractor acknowledges that it has fully read, understands and executed the Vendor Acknowledgement Form attached hereto as Exhibit C and made a part hereof and agrees to abide by the statutes, rules, and regulations of the State of New Jersey applicable to all vendors doing business with any State agency. The Contractor warrants and represents that this Contract has not been solicited or secured, directly or indirectly, in a manner contrary to the law of the State of New Jersey, and in particular the provisions of N.J.S.A.

DRAFT

18A:64-6.1, 6.2, and 6.3. In addition, the Contractor agrees to abide by all rules and regulations of the University when on campus.

20. **EEO/AFFIRMATIVE ACTION.** The Contractor agrees that 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 that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, sexual orientation or handicap. The Contractor further agrees to abide by all anti-discrimination laws, including but not limited to, those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1, N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder. In addition, the Contractor agrees to complete a Mandatory Language for Professional Agreements form and a State of New Jersey Affirmative Action Employee Information Report (AA-302 form). However, if the Contractor 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.

    Contractor also agrees to make good faith efforts to employ minority and women workers in accordance with the targeted employment goals prescribed by N.J.A.C. 17:27-7.2 and to comply with the provisions of the Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14(b) and the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

21. **PREVAILING WAGE**. The Contractor and all subcontractors must comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and the regulations promulgated thereunder. Workers employed by the Contractor or any subcontractor or sub-subcontractor in the performance of the services hereunder must be paid prevailing wages, as applicable, at the applicable rates as determined by the New Jersey Department of Labor & Workforce Development, which rates are set forth in the Contract Documents and incorporated herein by reference. The Contractor or subcontractor may be terminated if any covered worker is not paid the applicable prevailing wages. The Contractor shall regularly consult the New Jersey Department of Labor & Workforce Development's website at https://www.nj.gov/labor/wageandhour/prevailing-rates/index.shtml for changes to prevailing wage rates.

22. **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE.** The Contractor agrees that it will comply with the provisions of P.L. 2004, c. 57, which requires all businesses having been awarded a public contract by a State college or university to register with the New Jersey Department of Treasury. The Contractor shall be required to provide the University with proof of business registration in accordance with P.L. 2004, c. 57, upon the execution of this Contract.

23. **PERFORMANCE OF CONTRACT SERVICES/BUY AMERICAN.** Contractor agrees that it will comply with the provisions of N.J.S.A 52:34-13.2, which requires that all services under this Contract or any subcontract awarded under this Contract be performed within the United States of America. Contractor also agrees that it will comply with the provisions of 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.

DRAFT

24. **RECORD RETENTION.** The Contractor 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 University and the New Jersey Office of the State Comptroller upon request.

25. **TAXES AND APPLICABLE LAWS.** The Contractor agrees to pay any taxes resulting from this Contract. The Contractor further agrees to abide by all applicable federal, State and local laws, ordinances and regulations in the performance of its services under the Contract, and agrees that the violation by the Contractor of such law, ordinance or regulation may be deemed by the University to be a material breach of this Contract.

26. **NEW JERSEY TORT CLAIMS ACT AND AVAILABILITY OF FUNDS.** The Contractor and the University acknowledge that this Contract is subject to all of the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations. As a State entity, the University does not carry separate policies of general liability insurance. The liability of the University, the State of New Jersey, the New Jersey Economic Development Authority, and the New Jersey Educational Facilities Authority and the obligation of the University, the State of New Jersey, the New Jersey Economic Development Authority, and the New Jersey Educational Facilities Authority to be responsible for tort claims against its employees is covered solely under the terms and provisions of the New Jersey Tort Claims Act. The University's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the University for payment of any money shall arise unless and until funds are made available each fiscal year to the University by the Legislature.

27. **DISPUTES.** Any dispute arising during the course of this Contract which is not resolved by agreement of the parties shall be decided in writing by the authorized representative of the University. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the University's Chief Financial Officer (CFO). In connection with any such appeal, the Contractor shall be offered an opportunity to be heard and present any information in support of its position to the CFO or his/her designee. The decision by the University's CFO or his/her designee shall be binding upon the Contractor and the Contractor shall abide by the decision. Any action by the Contractor resulting from the University's final administrative decision shall be governed by the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) as identified in the Governing Law clause herein.

28. **GOVERNING LAW AND JURISDICTION.** . The parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Contract shall be in the Superior Court of New Jersey, Law Division, Union County, and consent to same. The parties waive any claim to a venue or jurisdiction different from the foregoing.

29. **INDEPENDENT CONTRACTOR.** Both the Contractor and the University are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between the Contractor and University. Rather, in discharging all duties and obligations hereunder, the Contractor shall at all times be in and remain an independent contractor relationship with the University.

DRAFT

It is further acknowledged that Consultant shall not have a claim under this Agreement or otherwise against Kean for salary, other compensation, health benefits, vacation pay, sick leave, workers compensation, retirement benefits or employee benefits of any other kind. Consultant is engaged as an independent contractor and not as an employee, agent, partner, joint venturer, or representative of Kean. Neither party shall hold itself out as having authority to bind the other, and neither party shall have the authority to incur obligations on behalf of the other except as expressly authorized in writing. Consultant certifies that he/she is customarily engaged in an independently established trade, occupation, profession, or business of the same nature as the services provided under this Agreement. Consultant shall promptly notify Kean of any change in circumstances that may affect Consultant's independent contractor status, including any change in Consultant's independent business operations.

Neither the Contractor nor the University is authorized or permitted to act as an agent or employee of the other. Nothing in this Contract shall in any way alter the freedom enjoyed by either the Contractor or the University, nor shall it in any way alter the control of the management, operation, and affairs of either Contractor or University, it being the intent of this Contract that the Contractor and the University shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

30. **ASSIGNMENT.** This Contract, or any part thereof, shall not be subcontracted or assigned by the Contractor, without the specific prior written consent of the University. Any attempted assignment without such prior written permission shall be null and void.

31. **BINDING EFFECT.** This Contract is to be binding upon the University, its successor or successors, and upon the Contractor, its successor or successors.

32. **ENTIRE AGREEMENT.** This Contract is the entire understanding and agreement between the University and the Contractor relating to the subject matter herein, and neither party has entered into this Contract in reliance on promises, representations, agreements, warranties or understandings except as expressly stated in this Contract.

33. **AMENDMENT.** This Contract may be amended only by a writing executed by both parties.

34. **SEVERABILITY.** If any material provision herein is held invalid or unenforceable, this Contract shall be terminated unless the parties agree to a new provision or terms within thirty (30) days.

35. **COUNTERPARTS.** This Contract may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same Contract. The parties' execution and delivery of this Contract by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

36. **PDF SIGNATURES.** Signatures to this Contract transmitted by electronic mail in "portable document format" (".pdf") form, or by any other electronic means, intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signatures.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed effective the date set forth above. The representative signing on behalf of the Contractor shall have the authority to contractually bind the Contractor.

[AWARDED VENDOR'S LEGAL BUSINESS NAME]

By: [Name and
Title of Vendor Contact from Section 9, above]

Date: _____

KEAN UNIVERSITY

_____

By: Edie DelVecchio
Associate Vice President
University Procurement and Business Services

Date: _____

DRAFT

EXHIBIT A

KEAN UNIVERSITY
REQUEST FOR PROPOSAL
UNARMED SECURITY GUARD SERVICES
Bid No. K26-10-22-5
dated October 27, 2026
as amended by
Addendum No. 1
dated November 5, 2026

DRAFT

EXHIBIT B

CONTRACTOR'S RESPONSE TO REQUEST FOR PROPOSAL DATED [_____]

DRAFT

EXHIBIT C

EXECUTED COPY OF EXHIBIT C: VENDOR ACKNOWLEDGEMENT FORM EXECUTED BY THE CONTRACTOR, APPENDIX 1 - CODE OF ETHICS AND BUSINESS ETHICS GUIDE, AND CERTIFICATION BY CONTRACTOR

DRAFT

Vendor Acknowledgement Form

The vendor, [VENDOR'S LEGAL BUSINESS NAME], has fully read and understands the following requirements including Exhibit A attached herein and agrees to abide by the statutes, rules, and regulations of the State of New Jersey applicable to all vendors doing business with any State agency.

1. **New Jersey Business Registration Certificate.** Vendor agrees that it will comply with the provisions of P.L. 2004, c. 57, which requires all businesses awarded a public contract by a State college or university to register with the New Jersey Department of Treasury. Vendor shall be required to provide Kean University with proof of business registration in accordance with P.L. 2004, c. 57, upon the execution of this Agreement. In addition, Vendor must supply Kean University with a completed W-9 Form before payment can be processed. The W-9 Form must be provided to Kean upon execution of this Agreement. The names on the W-9 Form and the Business Registration Certificate must match.

2. **EEO/Affirmative Action.** Vendor agrees that 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 that it does not discriminate against any person or persons on the bases of race, creed, age, color, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. In addition, Vendor agrees to complete a Mandatory Equal Opportunity Language for Goods, General Services and Professional Services 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.

3. **Standards Prohibiting Conflicts of Interest.** The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No.189 (1988):

   3.1 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 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.

   3.2 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 vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

DRAFT

3.3 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 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, actual or appearance of a conflict of interest.

3.4 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.

3.5 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.

3.6 The provisions cited above in paragraph 3.1 through 3.5 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 3.3.

3.7 In addition, vendor shall comply with the provisions of the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28 and agrees to be bound by the provisions of the Vendor's Code of Ethics and Business Ethics Guide, copies of which are collectively incorporated into this Agreement and annexed hereto as APPENDIX 1. Further, Vendor shall execute a certification indicating compliance with the Vendor's Code of Ethics and Business Ethics Guide.

4. **Compliance with Public Law 2005, Chapter 51.** Vendor agrees that it will comply with the provisions of Public Law 2005, Chapter 51, as amended by the Elections Transparency Act, Public Law 2023, Chapter 30 (N.J.S.A. 19:44A-20.13-20.25) and Executive Order No. 333 (2023), which requires all businesses prior to being awarded a State contract, except for a contract awarded pursuant to a fair and open process, to submit a Two-Year Chapter 51/Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts form. In addition, Vendor is under a continuing duty to disclose during the time of this Agreement all contributions made during the term of this Agreement covered under Public Law 2005, Chapter 51, as amended. Towards satisfying that duty, Vendor shall submit the Continuing Disclosure of Political Contributions when required under Public Law 2005, Chapter 51. Failure to comply with any of the requirements of Public Law 2005, Chapter 51 may result in the termination of this Agreement for the reasons set forth in Public Law 2005, Chapter 51.

5. **Compliance with Public Law 2005, Chapter 271.** If a contract is in excess of $17,500, the Vendor must comply with P.L. 2005 c. 271, by completing and submitting the required Chapter 271 Political Contribution Disclosure Forms before the effective date of the contract. Failure to comply with this

DRAFT

political contribution disclosure requirement may result in the cancellation of the contract and/or the imposition of financial penalties by the New Jersey Election Law Enforcement Commission ("ELEC"). Additional information about this requirement is available from ELEC at 888-313-3532 or at http://elec.state.nj.us.

The Vendor is further advised of its responsibility to file annual disclosure statements on political contributions with ELEC pursuant to P.L. 2005 c. 271 section 3 if the Vendor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Vendor's responsibility to determine if this filing is necessary. Failure to file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at http://elec.state.nj.us.

6. **Compliance with MacBride Principles and Northern Ireland Act of 1989.** Vendor certifies, 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.

7. **Disclosure of Investment Activities in Iran.** Vendor certifies, 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 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 or one of its parents, subsidiaries or affiliates has engaged in one or more of the activities specified in the Act, 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. 52:32-58(d).

8. **Disclosure of Investigations and Other Actions.** Vendor certifies that no Officers/Directors of the Vendor: (1) have 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) have ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, material or supplies; or (3) have been denied any license, permit or similar authorization required to engage in the work contracted for herein, or have had such license, permit or similar authorization revoked by any federal, state or local government. Vendor further certifies that there are no pending criminal matters or debarment proceedings in which Vendor and/or its officers and/or managers are involved. If Vendor is unable to make any of the certifications set forth herein, then the Vendor shall 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. Such description must include 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. Vendor acknowledges that it is under a continuing

DRAFT

obligation from the date hereof through the completion of any contract(s) with Kean University to notify Kean University in writing of any changes to the information contained herein.

9. **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.

10. **Warranty of No Solicitation on Commission or Contingent Fee Basis.** The contractor 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 contractor for the purpose of securing business. If a breach or violation of this section occurs, the State 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.

11. **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 provide any qualifying services to the public body shall provide a report to the Commissioner of the New Jersey Department of Labor and Workforce Development, in a form issued by regulation and promulgated by the Commissioner, of information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. Data regarding compensation and hours worked by employees shall be reported in the form of pay bands to be established by regulation promulgated by the Commissioner. The Commissioner may establish a standard presumption for the number of hours worked by a full-time employee or by a part-time employee for whom an employer does not track actual hours worked. An employer shall provide a report for each establishment of the employer. The Commissioner shall retain the information provided by the employer during any period of time that one or more contracts are in effect between the employer and any public body and not less than five years after the end of that period. The retained employment information shall be made available by the Commissioner to the Division on Civil Rights in the Department of Law and Public Safety and, upon request, provided to anyone who is or was an employee of the employer during the period of any of the contracts between the employer and any public body, or any authorized representative of the employee.

DRAFT

12. **Certification of Non-Involvement in Prohibited Activities in Russia or Belarus.** Vendor certifies, 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.

13. **Document Retention.** Vendor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

14. **Prevailing Wage.** The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. is hereby made a part of every contract entered into by the University, except those contracts that are not within the scope of the Act. To the extent applicable, Vendor must comply with the New Jersey Prevailing Wage Act and the regulations promulgated thereunder. Vendor certifies that neither it nor any subcontractor employed to perform the work has been suspended or debarred by the Commissioner of the Department of Labor for violation of the Prevailing Wage Act. Vendor shall regularly consult the New Jersey Department of Labor & Workforce Development's website at https://www.nj.gov/labor/wageandhour/prevailing-rates/.

15. **Performance of Contract Services/Buy American.** Vendor agrees that it will comply with the provisions of N.J.S.A. 52:34-13.2, which requires that all services under this contract or any subcontract awarded under this contract be performed within the United States of America. Vendor also agrees that it will comply with the provisions of 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.

16. **Full Authority.** Vendor represents and warrants that it has full power and authority to perform its obligations and to supply all products and services contained in the Purchase Order. Vendor further agrees to comply with the terms of such contract and to supply the University with a Certificate of Insurance if required therein prior to commencement of services.

DRAFT

The undersigned vendor hereby acknowledges and agrees to comply with all the statutes, rules and regulations included herein.

Signature: _____

Date: _____

Name: _____

Title: _____

DRAFT

APPENDIX 1
Code of Ethics

Business Ethics Guide

This Guide is designed to introduce private sector entities transacting, or seeking to transact, business with the State to the ethics standard applicable to both themselves and Executive Branch employees to ensure a level playing field for all procurement transactions. All vendors are 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. To view the State of NJ Business Ethics Guide visit https://www.state.nj.us/treasury/purchase/pdf/BusinessEthicsGuide.pdf.

1. Policy Prohibiting Discrimination in the Workplace.

The State of New Jersey's Policy Prohibiting Discrimination in the Workplace is provided here for all vendors, potential bidders, and State contractors. It is the State's expectation that all State employees will be treated according to this policy, and that all State employees will treat vendor personnel in accordance with this policy. At the end of the policy, the procedures are included for anyone who feels the State Policy has been violated to file a complaint alleging the occurrence of discrimination in the workplace. To view the New Jersey State Policy Prohibiting Discrimination In The Workplace policy visit https://www.state.nj.us/treasury/purchase/pdf/DiscriminationPolicyProcedures.pdf

2. **Gratuities To State Employees Prohibited.**

State statute (N.J.S.A. 52:34-19) stipulates that absolutely no fees, compensation, commissions, gifts, favors, or entertainment of any kind may be offered to or accepted by any State employee in the Department of the Treasury or in any agency connected directly or indirectly with the purchase or acquisition of commodities or services.

This State statute is intended to prevent a conflict of interest or the appearance of a conflict. The consequences of violation of the statute can be severe. Disciplinary action and/or dismissal may result for the employee, and debarment or suspension from future contract opportunities as well as cancellation of any open contract or purchase order may result for the vendor.

3. **Standards Prohibiting Conflicts of Interest.**

The following prohibitions on vendor activities apply to all contracts or purchase agreements made with the State of New Jersey.

3.1. 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.

3.2. 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.

3.3. 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 finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

3.4. 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.

3.5. 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, official position to secure unwarranted privileges advantages for the vendor or any other person.

3.6. The provisions cited above in paragraph 3.1 through 3.5 shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from 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 3.3 above.

Business Ethics Guide

INTRODUCTION AND GUIDING PRINCIPLES.

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 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. Contracting parties 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 services, including the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28.Although the applicable provisions of law are detailed, you will have no difficulty following them, if you follow these simple, 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, by calling the anonymous "Hot Line" 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.

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 a 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.

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

DRAFT

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}.

OVERVIEW AND GENERAL RULES OF CONDUCT.

This Guide is designed to help vendors 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 legal counsel. It provides general information only and does not have the force and effect of law. It does not replace any laws or regulations, and it does not address every ethical restriction contained in the laws, rules, and regulations it summarizes. 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."

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:

DRAFT

- a State employee who has 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 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 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.

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.

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.

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 Officers 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 evaluation may be required to execute a confidentiality agreement prior to the commencement of work.

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 obvious, 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 guidelines 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, 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.nj.gov/ethics/statues/rules.

EMPLOYMENT OFFERS.

- 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.

- 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.

- Casino-Related Restrictions

DRAFT

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, a medical cannabis entity or a personal use cannabis entity. Questions about these restrictions should be addressed to the Commission, at P.O. Box 082, Trenton, New Jersey, 08625-0082, or at ethics@ethics.state.nj.us.

PENALTIES.

The State Ethics 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.

DRAFT

CERTIFICATION BY CONTRACTOR

COMPLIANCE WITH BUSINESS ETHICS GUIDE

I certify that as the vendor submitting this bid and the vendor being awarded the Contract that [VENDOR'S LEGAL BUSINESS NAME] is in compliance with the Business Ethics Guide set forth on the Division of Purchase and Property website at https://www.state.nj.us/treasury/purchase/ethics.shtml and that [VENDOR'S LEGAL BUSINESS NAME] shall comply with the Business Ethics Guide during the term of the Contract. I certify that to best of my knowledge and belief the foregoing statements by me are true. I am aware that if any of the foregoing statements by me are willfully false, I am subject to punishment.

[VENDOR'S LEGAL BUSINESS NAME]

_____

Signature of Authorized Representative

Dated as of: [Date of Notice of Award]

DRAFT