KEAN

# REQUEST FOR PROPOSAL

# UNARMED SECURITY GUARD SERVICES

# Bid No. K26-10-22-5

| Event | Date | Time |
|---|---|---|
| **Questions and Inquiries Deadline** | **10/30/26** | **12:00 p.m.** |
| **Proposal Submission/Bid Opening Date** | **11/17/26** | **2:00 p.m.** |

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

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

RFP Issued By:

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

Date: October 27, 2026

KEAN UNIVERSITY

# Unarmed Security Guard Services

## Bid No. K26-10-22-5

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## 1.0 PURPOSE AND INTENT

The purpose of this Request for Proposal ("RFP") is to solicit proposals from qualified Vendors, experienced in all phases of college/university unarmed security guard service management and operation. The contract resulting from this RFP will provide that the successful Vendor shall have the right to operate and provide, as an independent contractor, Kean University ("the University") unarmed security guard services. The University retains the right to use other unarmed security guard services and vendors for special events, and as deemed necessary to ensure the safety of the campus population.

## 2.0 KEY DATES

2.1 Pre-Proposal Conference: There will be no Pre-Proposal Conference for this RFP.

2.2 Questions and Inquiries:

2.2.1 It is the policy of Kean University to accept questions and inquiries in writing from any and all potential Vendors. **All written questions must be submitted via email to University Procurement and Business Services at procurementbids@kean.edu by 12:00 p.m. on October 30, 2026.** No written questions will be accepted after this time.

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

2.2.3 Telephone inquiries will not be accepted.

2.3 Submission of Proposal:

In order to be considered for award your proposal must be submitted **via email to procurementbids@kean.edu as an attachment in PDF format and must be received by University Procurement and Business Services by the required time. This RFP submission is due by 2:00 p.m. on November 17, 2026.**

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

**LINK**: https://kean-edu.zoom.us/j/91676643790?pwd=EYGylOzXzUaAcMD7buLaEGcFPCQrqU.1
**DIAL-IN**: 1-309-205-3325
**MEETING ID**: 916 7664 3790

## 3.0 CONTRACT AND PROPOSAL INFORMATION

### 3.1 Issuing Office

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

### 3.2 Proposal Preparation

Proposals shall be submitted **via email to procurementbids@kean.edu as an attachment in PDF format. The subject line of your email must read "BID SUBMISSION – Bid No. K26-10-22-5."**

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

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

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

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

### 3.3 Rejection of Proposals

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

3.4 Cost Liability

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

3.5 Addendum/Revisions for Proposal

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

It is the sole responsibility of the Vendor to be knowledgeable of any addenda issued related to the RFP.

3.6 Response Date

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

3.7 Vendor's Proposals

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

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

3.8 Acceptance of Proposal Content

The contents of the proposal of the successful Vendor will become a part of any contract awarded pursuant to these specifications unless the University takes specific exception. Any specific exception taken by the University shall be noted and incorporated into the formal contract resulting from this RFP. In the event of an inconsistency between the

terms of this RFP and a Vendor's response, the terms of this RFP shall govern.

3.9 Contents of Proposal

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

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

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

3.10 Economy of Preparation

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

3.11 Oral Presentation

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

3.12 Prime Vendor's Responsibilities

The successful Vendor will be required to assume sole responsibility for the complete effort as required by this RFP. The University will consider

the selected Vendor to be the sole point of contact regarding contractual matters.

3.13 Subcontracting

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

3.14 Assignment

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

3.15 Price Changes

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

3.16 Accounting Records

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

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

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

3.17 Ownership of Materials

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

3.18 Award of Contract and Contract Period

3.18.1 In executing a contract, the successful Vendor agrees to perform the work to the satisfaction of Kean University and to complete the work in a timely manner as required by the University.

3.18.2 The contract will be for a one (1) year term commencing with the formal date of award. This contract may be extended for up to four (1) additional one (1) year renewals as deemed permissible under the standing operating rules and procedures adopted by the Kean University Board of Trustees, and upon the written agreement of both parties. The approximate starting date of this contract shall be January 1, 2027. Should the University decide to renew this contract, notice will be given to the Vendor no later than ninety (90) days prior to the termination of the current term. The Vendor shall indicate acceptance in writing within thirty (30) days after the notice of the proposed renewal. In the event the contract term is renewed, all the original terms shall remain in effect for the new term. In such case, a new performance and payment security for the new term shall be provided by the Vendor, if applicable.

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

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

3.18.5 Cancellation of Award: Kean University reserves the right to cancel the award of any contract before execution by the University, even if the successful Vendor has executed it, if the University determines such cancellation to be in its best interests. In no event will Kean University have any liability for the cancellation of such award. The successful Vendor assumes sole risk and responsibility for expenses prior to execution of the contract by the University.

3.19 Contract Initiation

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

3.20 Compliance of Laws

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

3.21 Vendor Contract Obligations

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

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

3.22.1 In the event the successful Vendor shall fail to comply with any of the conditions herein provided and as covered by the contract, the University shall notify the Vendor of such failure or default and demand that the same be remedied within ten (10) business days. In the event the Vendor fails to remedy the same within said cure period, the University may take steps to terminate the contract. In this event, the University will authorize the service to be performed by any available means, the difference between the actual cost paid and the proposal of the defaulting Vendor to be deducted from the performance security in effect. It shall also be incumbent upon the Vendor to continue operations until relieved by a newly selected Vendor.

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

3.22.3 The University reserves the right to terminate any contract awarded as a result of this proposal for a non-performance of the Terms and Conditions of the proposal by written notice.

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

3.23 Performance Security

3.23.1 The successful Vendor is required to submit a performance security annually, in the amount of two hundred thousand dollars ($200,000) and shall be issued by an insurance or surety company authorized to do business in the State of New Jersey. The amounts of the performance security and payment security shall be in substance the same as the State College Contracts Law, N.J.S.A. 18A:64-67 and 68.

3.24 Procedural Requirements and Amendments to the Contract

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

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

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

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

3.24.5 The Vendor, or authorized representatives, may be required to meet periodically with Public Safety, Residential Student Services and University Procurement and Business Services to discuss all services.

## 4.0 UNIVERSITY REQUIREMENTS

### 4.1 Termination of Contract

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

### 4.2 Transitional Period

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

### 4.3 Contract Changes

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

The Vendor agrees the prices set forth in its proposal are firm for the duration of the contract and thereafter may be changed only with the prior written approval of the University, and in accordance with the Consumer Price Index. In the event there should be any reduction in the cost of any of the units, such units will be invoiced based on the reduced prices.

### 4.4 Vendor Insurance Requirements

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

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

4.4.2 Commercial General Liability Insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of the Vendor and Subcontractors shall also be included. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG 00 01 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) general aggregate. A "per project endorsement" shall be included, so that the general aggregate limit applies separately to the Project that is the subject of this Contract.

4.4.3 General Automobile Liability Insurance covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

4.4.4 Workers' Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdictions required to protect the employees of the 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.

4.4.5 Employers' Liability Insurance with a limit of liability not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee for injury by disease, and one million dollars ($1,000,000) injury by disease.

4.4.6 Excess Liability insurance, umbrella insurance form, applying excess of primary to the commercial general liability, general automobile liability and employer's liability insurance shall be provided with

minimum limits of five million dollars ($5,000,000) per occurrence, five million dollars ($5,000,000) general aggregate, and five million dollars ($5,000,000) products/completed operations.

4.4.7 Property Insurance shall be maintained by the Vendor to keep its property insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance. The coverage shall also insure against business interruption and extra expense losses. The Vendor agrees to waive its rights and the rights of its subsidiaries and affiliates, to recover from Kean University, the State of New Jersey and/or the New Jersey Education Facilities Authority for damages intended to be covered by a standard broad form property insurance policy including business interruption and extra expense coverage.

4.4.8 All required insurance coverage must be in effect no later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. The Vendor shall require all Subcontractors to comply with all of the insurance requirements described above. The Vendor is responsible for determining the amount of excess liability it will require its Subcontractors to carry. The Vendor 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 Vendor shall provide copies of all Subcontractor certificates of insurance to the University upon request.

4.4.9 The Vendor shall provide the University with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University. All insurance required herein shall contain a waiver of subrogation in favor of the University.

4.4.10 All insurance coverage must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.

4.4.11 Vendor should list name of insurance company from which Vendor intends to purchase the above insurance and a person to contact at this firm. This information should be listed in Section 9.0 of the attached Vendor Data Sheets.

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

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

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

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

4.5 Indemnification and Hold Harmless

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

4.6 Availability of Funds

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

### 4.7 Bid Protest

A vendor who submits a proposal in response to an advertised RFP and is not ultimately awarded a contract relating to the advertised RFP may submit a written protest setting forth in detail the specific grounds for challenging the award. Written protests shall be sent to the Associate Vice President, University Procurement and Business Services, Maintenance Building, Room 134, 1000 Morris Avenue, Union, NJ 07083, or via email to procurementbids@kean.edu. The protest shall be filed within ten (10) business days following the vendor's receipt of written notification of the decision to award the contract. Any protest filed after the 10-day period may be disregarded. If the contract award is protested, the University may proceed to award the contract if the failure to award will result in substantial cost to the University or if public exigency so requires. The Office of University Counsel and/or its designee will render the final decision on all matters that address disqualification of any Vendor.

### 4.8 Internship Program

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

## 5.0 LEGAL PROVISIONS

### 5.1 EEO/Affirmative Action

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

In addition, Vendor agrees to complete and be bound by a Mandatory Language for Goods, Services and Professional Service Contracts form, and a State of New Jersey Affirmative Action Employee Information Report (AA-302 form). However, if Vendor maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report approval

as issued by the New Jersey Department of Treasury, it may be submitted in lieu of the AA-302 form indicated above.

5.2 Open Public Records Act

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., if the University receives a request for documents relating to this bid, the University is obligated to provide responsive documents, which may include Vendor's submission in response to this bid. Any portion of the Vendor's bid submission that is exempt from disclosure must be identified to the University at the time of bid submission. In requesting such an exemption, Vendor must state the specific statutory or legal justification justifying the exemption from disclosure.

5.3 New Jersey Business Registration Certificate

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

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

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

5.4 Performance of Contract Services/Buy American

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

provided under this contract to be used in a public work shall be manufactured or produced in the United States.

5.5 Ownership Disclosure

Any contract for work, goods or services cannot be awarded by the University to any corporation, limited liability company or partnership unless prior to or at the time of proposal submission, the Vendor has disclosed the names and addresses of all owners holding ten percent (10%) or more of the corporation, limited liability company or partnership's stock or interest. N.J.S.A. 52:25-24.2.

5.6 Standards Prohibiting Conflicts of Interest

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

5.6.1 No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

5.6.2 The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

5.6.3 No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or

employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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

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

5.6.6 The provisions cited above in paragraph 5.5.1 through 5.5.5 shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 5.5.

5.7 Americans with Disabilities Act

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

5.8 Compliance

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

5.9 Non-Collusion Statement

Kean University requires as a condition precedent to acceptance of a proposal that the Vendor certify that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in Attachment D hereto and must be properly executed to have the proposal considered.

5.10 Warranty of No Solicitation on Commission or Contingent Fee Basis

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

5.11 Prevailing Wage and Benefits

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

5.12 Small Business Set Aside Program

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

subcontracting contracts. Additional information may be obtained at: https://www.nj.gov/treasury/purchase/smallbusiness.shtml.

5.13 Compliance with MacBride Principles and Northern Ireland Act of 1989

Each Vendor shall certify, in accordance with N.J.S.A. 52:34-12.2, that it has no business operations in Northern Ireland or it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5, and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

5.14 Disclosure of Investment Activities in Iran

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

5.15 Non-Involvement in Prohibited Activities in Russia or Belarus

Each Vendor shall certify, in accordance with N.J.S.A. 52:32-60.1 et seq., that it is not identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Vendor fails to certify or is listed on such list, the Vendor shall be ineligible to enter into a contract with Kean University for goods or services. If the Vendor is unable to make such certification because it is currently engaged in activity related to Russia and/or Belarus, but is doing so consistent with federal law, regulation, license or exemption, the Vendor shall provide to Kean University prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. Any such certifications or disclosures shall be disclosed to the public in accordance with the requirements of N.J.S.A. 52:32-60.1(c). If a

vendor makes a certification in violation of N.J.S.A. 52:32-60.1 et seq., the Department of Treasury shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

5.16 Diane B. Allen Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14(b), any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any qualifying services or public work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (N.J.S.A. 34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The employer shall provide the Commissioner, throughout the duration of the Contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (N.J.S.A. 34:11-56.25 et seq.).

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

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

5.17 Set-Off for State Tax Notice

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act. The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18.

No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

## 6.0 PROPOSAL EVALUATION

Proposals will be evaluated for conformance with the requirements of this RFP by a committee comprised of employees of Kean University. Please see Attachment B for evaluation criteria.

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

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

- Vendor's past performance of similar scope and size (references) as provided on Vendor Data Sheets.

- Cost-savings suggestions and operational plan.

- Financial Statement: The University reserves the right to evaluate the financial capability of any or all Vendors to satisfactorily complete the requirements of this document. The University reserves the right to evaluate the financial capability of any or all Vendors to satisfactorily complete the requirements of this document.

- Each Vendor submitting a proposal shall provide Kean University with a copy of its financial statements ending December 31, 2025, or its most recent annual statement. The submission of this information is for the purpose of determining whether the company is financially capable of performing the services required by Kean University."

**Proposals shall be judged on the following criteria:**

1. Pricing and Payment Terms: Kean will evaluate the submittals based on price and other factors considered, including discounts offered and cost-savings suggestions to the University.

2. Qualification and Experience: The experience and qualifications of the Vendor in providing Unarmed Security Guard Services based on the information submitted in their written presentation, including key personnel on projects of a similar nature.

3. Prior History and References: The Vendor's prior history regarding these services will be considered in determining whether the Vendor is

responsible and whether the award of the contract to that Vendor is in the best interest of the University.

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

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

6. Equipment and services offered.

7. Overall support for the University's needs and operational requirements and value of new and existing products and services and transition plan.

8. Oral Presentation, if requested.

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

6.1 Qualification of Vendors

Vendors shall be of known reputation and shall have sufficient qualified personnel and equipment to perform adequately the prescribed services as per specifications. Vendors must have a minimum of five (5) years' experience in the area identified in this RFP. Vendors shall submit evidence of qualifications as required by the Associate Vice President of University Procurement and Business Services, including the Vendor Data Sheet(s) in Section 9.0 hereof.

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

6.1.1. The number of years the firm has been in the business of Unarmed Security Guard Services.

6.1.2. Location of the Vendor's office that will be responsible for managing this contract, which will include identification of a contact person and their phone number and email address.

6.1.3. Name(s), email(s), and phone number(s) of management personnel to be contacted if problems or emergencies occur.

6.1.4. Name, email, and phone number of individual that can be contacted at all times if the University requests service or information, if different than the contact person(s) identified in Sections 6.1.2 and 6.1.3.

6.1.5. A list of New Jersey State Agencies, U.S. Governmental Agencies, public and private colleges and universities now under contract with the bidding Vendor.

6.1.6. A list of contracts the Vendor has lost during the last three (3) years with the reason the contract was terminated for each job.

6.1.7. Name of insurance firm from which Vendor intends to purchase insurance and name, phone number, and email address of a contact at this firm.

6.1.8. The Vendor shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

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

6.1.10. Vendor should produce copies of all applicable certifications, licenses and/or permits with its bid package.

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

6.1.12. Vendor must provide an implementation plan with proposed timelines.

## 7.0 SCOPE OF SERVICES

### 7.1 General Description of Kean University

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

family estate. In November 1981, the University acquired the 28-acre Pingry School campus (the "East Campus") located in Hillside Township and within walking distance of the Main Campus. In 2006, the University developed a partnership with Ocean County College to establish Kean Ocean in Toms River Township. Kean Ocean provides students with an affordable, local pathway to obtain an affordable education in South Jersey. Kean Ocean offers academic programs identical to those at Kean's Main Campus. In March 2007, the University acquired the 26-acre Liberty Hall campus, located in Union Township (the "Liberty Hall Campus"), which includes several historical buildings. It connects the Main Campus and East Campus and includes fourteen (14) acres of developable land. The University also purchased nine (9) acres adjacent to the Liberty Hall Campus from Schering-Plough Corporation upon which the New Jersey Center for Science, Technology and Mathematics Education building is currently situated. Kean College of New Jersey officially became Kean University in 1997. In 2014, the University leased approximately forty-one (41) acres of property in the New Jersey Highlands from the New Jersey Department of Environmental Protection for the creation of a new learning center to support science and sustainability initiatives for its graduate students ("Kean Skylands"). Kean Skylands is located in Jefferson Township, Morris County and Sparta Township, Sussex County. Existing structures on the property include a dormitory with 35 private and semi-private sleeping rooms, a garage, storage barn and a manager's residence. Wenzhou-Kean University was established in 2014, as a Sino-American joint venture in Wenzhou, China. Wenzhou-Kean University offers an immersive Chinese cultural experience with American academic programs that mirror those that Kean offers in New Jersey. In 2016, the University purchased The Warehouse, the former home of architect Michael Graves, as well as two properties that he owned located at 40, 44 and 48 Patton Avenue, Princeton, New Jersey for the development of an education research center for architecture and design students (the "Princeton Campus"). In 2021, The University was designated New Jersey's first urban public research university. In July 2026, the University completed a historic merger with New Jersey City University, establishing Kean Jersey City as Kean University's newest campus. Located in one of the most diverse cities in the nation and minutes from New York City, Kean Jersey City expands access to a world-class Kean education.

7.2 Scope of Operations – Kean University Unarmed Security Guard Services

7.2.1 The successful Vendor shall have the right to provide, as an independent contractor, the University's unarmed security guard services. The successful Vendor shall, at a minimum, provide Kean University with the following services. Any charges for these services must be noted in the Fee Proposal Form in Attachment A. Any variation from these requirements MUST be noted.

7.2.2 The Vendor shall use only skilled, competent, trained personnel having the minimum experience specified hereunder. The Vendor shall, upon request by Kean University, provide evidence of qualifications for Vendor personnel performing work under the contract. Kean University reserves the right, in its sole discretion, to reject Vendor personnel determined to be unqualified or otherwise unable to perform the work specified herein. In addition, all personnel that operate equipment that require driving on campus shall possess a valid New Jersey Driver's License and CDL license, if required. Upon request, Vendor shall provide documentation to Kean University evidencing that Vendor's employees possess the required drivers' licenses. All personnel or agents of the Vendor must observe all regulations in effect at the University regarding vehicle speed limits, parking, and restricted areas.

7.2.3 If, due to the fault or neglect of the Vendor, his agents, or employees, any Kean University property, equipment, stock, or supplies are lost or damaged during performance of the contract, the Vendor shall be responsible for such loss or damage and Kean University, at its sole option, may either require the Vendor to repair or replace all damaged property.

7.2.4 Please note that required guard coverage and schedules, as described herein, shall be subject to change, based on the needs of the University to ensure the safety of the student population. There may also be scheduling with short notice.

7.2.5 The University does not require the successful, incoming Vendor to retain any officer from the current, incumbent Vendor's company.

7.2.6 Each Vendor shall submit an organizational chart of its company and an operational plan for the management and control of the unarmed security guard services specified herein.

7.2.7 All security management personnel shall have a minimum of three (3) years' experience in security service management or evidence of other successful managerial experience. Experience of all personnel should include customer service experience, effective communication skills, unarmed security guard services experience, and basic computer skills. A resume of the proposed local managers shall be submitted with Vendor's response. Vendor shall supply a full-time manager who shall be designated as the lead person for the successful Vendor and shall be the contact person for the University.

7.2.8 No security management personnel shall be assigned to the

University without prior interview and approval by the Director of the Department of Public Safety and University Police.

7.2.9 All security management personnel shall continue serving in the individual units on campus as long as their work is acceptable and subject to review of the University.

7.2.10 All personnel of the Vendor shall be subject to reassignment for conduct that is considered inappropriate by the University.

7.2.11 Personnel of the Vendor are required to participate in University sponsored training with Department of Public Safety and University Police for the East Campus, Liberty Hall Academic Center and Skylands Campus assignments and the Office of Residence Life for assignment to the Residence Halls. Training will include familiarity with Kean University policies and procedures, use of computer software, and customer service.

7.2.12 Adequate full-time supervisors must be assigned to the University.

7.2.13 The Vendor shall, at no cost to the University, require all employees assigned to the University to submit to periodic health examinations, and the frequency of these examinations shall be at least annually or as frequently and as stringently as required by law. Vendor shall submit satisfactory evidence of compliance with all health regulations to the University. Employees failing to pass such exams shall be suspended immediately, and not return to work, until safely certified to do so by a physician that is University approved. A copy of such certification must be provided to the Associate Vice President of University Procurement and Business Services.

7.2.14 Prior to the execution of the contract and commencement of any work performed under this contract, the successful Vendor must conduct criminal background checks for each of its employees assigned to work on University campuses, utilizing New Jersey State Police requirements, including fingerprinting and the completion of the immigration I-9 form. Background checks must go as far back as permitted by law, and the successful Vendor must present the results to the University as well as provide copies of each employee file to the Department of Public Safety and University Police. The University reserves the right to reject any worker with a criminal background or if a worker's criminal background check is not clear.

7.2.15 The Vendor shall submit the appropriate New Jersey State Police documentation for fingerprints and criminal history record information by visiting the New Jersey State Police site, at www.NJSP.org. It is understood that fees for fingerprints and background checks are the

responsibility of the Vendor.

7.2.16 All Vendor personnel shall be physically able to do their assigned work and shall be thoroughly trained and qualified in the work assigned to them.

7.2.17 All Vendor personnel must observe all rules and regulations in effect at the University and while on University property such personnel shall be subject to the rules and regulations of the University, but under no circumstances shall such persons be deemed to be employees of the University. The successful Vendor and their employees shall not represent themselves as employees of the University.

7.2.18 The Vendor agrees that, at all times, the employees of the Vendor furnishing or performing any of the services specified under this contract shall do so in a proper, professional, and dignified manner, wearing picture identification and uniforms which shall be neat, clean, well-pressed, and in good condition. It is understood that uniforms are provided by the Vendor. Style and design of all uniforms shall be subject to the approval of the Director of the Department of Public Safety and University Police. In addition, these uniforms shall in no way resemble the uniform of the Kean University Department of Public Safety and University Police.

7.2.19 The successful Vendor shall maintain monthly roster sheets of all the Vendor's employees assigned to the University premises. Roster sheets shall contain information as required by the Department of Public Safety and University Police and/or Director of the Office of Residence Life and shall be furnished on a monthly basis to the respective offices. The Vendor must follow sign-in procedures at the start of each shift as required by the Director of Public Safety and University Police for reference purposes.

7.2.20 The Vendor shall, at all times, employ and maintain an adequate staff on the University premises for consistent and efficient operation of all services specified under this contract. The University may, and for any reason whatsoever, notify the successful Vendor that it will no longer accept services performed by any one or more of the Vendor's employees. The University shall have no obligation to disclose to the Vendor the reasons for any such notice. In the event of such notification, the Vendor shall promptly remove such employee or employees from the University premises and take immediate steps to ensure that its performance under this contract will not be reduced or interrupted.

7.2.21 The Vendor shall also ensure coverage at all posts during required time frames of staff shortages due to vacations, illnesses, and inclement weather.

7.2.22 Every employee and agent of the Vendor assigned to duty on the University premises shall have prominently displayed on his or her person, at all times while he or she is on duty, an identification badge provided by the Vendor and prepared to University specifications. The Vendor shall require its employees who cease for any reason to be assigned to duty on University premises, to surrender identification badges and parking permits.

7.2.23 The Vendor shall furnish fully itemized invoices (personnel assigned, location, and hours worked by date) on the 30th of each month to the Director of Public Safety and University Police and the Office of Residence Life for all services rendered to the University. **Please note that the Office of Residence Life must receive a separate invoice for Cougar Hall**.

7.2.24 Should any of the Vendor's personnel report for duty, as ordered, and subsequently get sent home by the Director of Public Safety and University Police without prior notice to the Vendor canceling the shift, the University will not be responsible to pay fees or charges.

7.2.25 Vendor personnel who are assigned to the residence halls will first sign in with the University Police Department and will then report to the Office of Residence Life.

7.2.26 The Vendor personnel assigned to East Campus, Library Booth, Skylands Campus, and/or Special Events should report directly to the Department of Public Safety and University Police.

7.2.27 The Vendor will institute a 30-minute break for its employees whereby the shift supervisor will provide coverage during the break time.

7.2.28 Staff of the successful Vendor cannot work more than 10 hours daily for the security company.

7.2.29 The Shift Supervisors will perform the following:

7.2.29.1 Complete rounds of each building to ensure officers are alert and performing their duties.

7.2.29.2 Provide coverage during break periods or in the absence of an assigned officer.

7.2.29.3 Complete rounds of the exteriors of buildings and alert Department of Public Safety and University Police of any concerns.

7.2.29.4 Shift Supervisors are not required on a daily basis at the East Campus, Liberty Hall Campus, Skylands Campus, and/or Special Events, unless prior notification and/or arrangements have been made.

7.2.29.5 Unannounced Inspection Reports are required to be sent electronically to the Director of the Department of Public Safety and University Police.

7.2.29.6 Assignments include, but are not limited to**:**

a. Burch Hall;
b. Rogers Hall;
c. Bartlett Hall;
d. Sozio Hall;
e. Freshman Residence Hall;
f. Upperclassman Residence Hall;
g. Cougar Hall;
h. additional facilities that are opened/re-opened by Kean University during this contract period;
i. Liberty Hall Academic Center;
j. Green Lane Building;
k. North Avenue Building;
l. Hynes Hall;
m. STEM Building; and
n. Skylands Campus.

The University reserves the right to add additional locations to this list after providing a reasonable amount of notice to Vendor. This includes, but is not limited to, adding assignments at Kean Jersey City.

7.2.29.7 For all assignments, the University requires the successful Vendor to provide essential equipment, including radios, to ensure communication between security personnel and the University's Department of Public Safety's Communication Bureau.

7.2.29.8 During the course of their duties, Guards are responsible for reporting any unusual incident(s) to the University's Department of Public Safety's Communication Bureau and the office in charge (OIC).

7.2.30 Operational Items – Residence Halls

There shall be one guard specific to each residence hall, from 12 a.m. until 8 a.m., seven (7) days per week, with one roving supervisor.

Guard coverage includes, but is not limited to:

A. two (2) weeks prior to the start of fall semester for all residence halls through and including the last day of the fall semester;

B. coverage of one (1) Residence Hall during winter break and summer break; and

C. a few days prior to the beginning of spring semester through and including up to 1 week past the last day of classes.

D. The University may request on Wednesday or Thursday nights two guards when special events occur.

E. Typical Coverage Hours are from 12 a.m. to 8 a.m. At times, 24-hour coverage is required during certain times of the academic year.

F. Required guard coverage and schedules, as described herein and listed in the below chart, shall be subject to change based on the needs of the University to ensure the safety of the student population. There may also be scheduling with short notice.

G. One (1) Supervisor is required at all times, unless otherwise scheduled by the Director of the Office of Residence Life or their designee.

H. Additional guards may be requested for special assignments and/or different hours.

I. **Chart - Required Guard Coverage*:** Required coverage includes, but is not limited to, the following assignments.

| Resident Hall | Sun. | Mon. | Tues. | Wed. | Thurs. | Fri | Sat. |
|---|---|---|---|---|---|---|---|
| **Cougar Hall** | **1** | **1** | **1** | **1** | **1** | **1** | **1** |
| **BA** | **1** | **1** | **1** | **1** | **1** | **1** | **1** |
| **SO** | **1** | **1** | **1** | **1** | **1** | **1** | **1** |
| **RO** | **1** | **1** | **1** | **1** | **1** | **1** | **1** |
| **BU** | **1** | **1** | **1** | **1** | **1** | **1** | **1** |
| **FRH** | **1** | **1** | **1** | **1** | **1** | **1** | **1** |
| **URH** | **1** | **1** | **1** | **1** | **1** | **1** | **1** |
| **Roving Supervisor** | **1** | **1** | **1** | **1** | **1** | **1** | **1** |

*Note: One (1) Supervisor is required at all times, unless otherwise scheduled by the Director of the Office of Residence Life or their designee.

J. Guard duties: Enforce visitation policy; swipe ID cards; sign-in guests via computer software program; act as a resource for guests and students; document incidents, as necessary; communicate with staff and Department of Public Safety and University Police.

K. The University will have post assignments as part of the bid specifications. Regular assignments currently include Residence Halls during the fall and spring semesters of each year. (The University reserves the right to add assignments in the future). As required, post assignment changes may occur when school is not in session. Security personnel may also be deployed to other campus buildings on occasion as directed by Department of Public Safety and University Police.

L. The Unarmed Security Guards are supplementing the Department of Public Safety and University Police.

M. The Supervisor assigned to the Residence Halls is required to maintain a daily log for each of the locations. The logs will be collected on a weekly basis and filed in the Department of Public Safety and University Police.

7.2.31 Operational Items – East Campus, Liberty Hall Booth, Hynes Hall, and Skylands Campus

The required hours of coverage for the East Campus are Monday through Friday, 8 a.m. to 11 p.m. (15 hours); Saturdays, 8 a.m. through 4 p.m. (8 hours); and Sundays 3 p.m. through 11 p.m. (7 hours).

The required hours of coverage for the Liberty Hall Booth and Hynes Hall are Sunday through Saturday, 4 p.m. through 2 a.m. (10 hours).

A. Guard duties include enforcing visitation policy; swipe ID cards; sign-in guests via computer software program; act as a resource for guests and students; document incidents, as necessary; communicate with staff and Department of Public Safety and University Police.

B. It is understood that the Vendor will supply radios for the assignment to the East Campus, the Liberty Hall Booth, Hynes Hall, and the Skylands Campus.

C. Regular assignments within East Campus, the Liberty Hall Booth and Campus, and Skylands Campus are required year-round. Security personnel may also be deployed to other campus buildings on occasion as directed by the Department of Public Safety and University Police.

D. Guards are required to remain at their posts unless relieved.

E. A daily log is required to be maintained for each location.

7.2.32 Operational Items – Special Events

Guards may be required to assist in special events hosted by the University. Responsibilities may include site security parking attendant and/or any additional non-law enforcement assignment, deemed necessary to facilitate the special event. The same hourly rates will be applied in all assignments.

A. Guard duties include enforcing visitation policy; checks for proper ID or invitations; entrance search; package/bag check; sign-in guests via computer software program; act as a resource for guests and students; document incidents, as necessary; communicate with staff and the Department of Public Safety and University Police.

B. Special assignments are not year-round, and typically there will be approximately eight (8) to ten (10) per semester. They may include sporting events, theatre events, and/or other University-sponsored events.

C. Security personnel may be deployed campuswide, as required, in order to facilitate the event.

D. Guards are required to remain at their posts unless relieved.

## 8.0 PROPOSAL FORMAT AND CONTENT

8.1 General

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

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

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

8.2 The Fee Proposal Form, the Request for Proposal specifications, and any attachments submitted by the Vendor constitute the entire proposal.

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

8.4 Proposals must adhere to the format and specifications set forth in this document. Responses to each requirement should be in order and clearly marked with the section number to which they respond.

8.5 Pages in proposals should be numbered.

8.6 All proposal prices shall be typed or written in ink and executed by the potential Vendor.

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

## 9.0 VENDOR DATA SHEET(S) – MUST BE COMPLETED BY VENDOR

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

9.2 References will be contacted by Kean University.

9.3 The number of years of experience the firm has provided Unarmed Security Guard Services. _____

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

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

Vice President in Charge of this Account.

Regional Manager in Charge of this Account.

District Manager in Charge of this Account.

9.5.1 VICE PRESIDENT IN CHARGE OF ACCOUNT

NAME: _____

EMAIL & PHONE NO.: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION: _____

EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):

_____

_____

_____
_____

OTHER EMPLOYMENT DATA: _____
_____
_____
_____
_____

BRIEF DESCRIPTION OF PROPOSED DUTIES AND
RESPONSIBILITIES AT KEAN UNIVERSITY:
_____
_____
_____
_____

EDUCATION AND TRAINING: _____
_____
_____
_____
_____

REFERENCES WITH PHONE NUMBERS / EMAIL ADDRESSES:
_____
_____
_____
_____

9.5.2 <u>REGIONAL MANAGER IN CHARGE OF ACCOUNT</u>

NAME: _____

EMAIL & PHONE NO.: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION: _____

EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):
_____
_____
_____
_____

OTHER EMPLOYMENT DATA: _____
_____
_____

_____
_____

BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES AT KEAN UNIVERSITY:

_____
_____
_____
_____

EDUCATION AND TRAINING: _____
_____
_____
_____
_____

REFERENCES WITH PHONE NUMBERS / EMAIL ADDRESSES:

_____
_____
_____
_____

9.5.3 DISTRICT MANAGER IN CHARGE OF ACCOUNT

NAME: _____

EMAIL & PHONE NO.: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION: _____

EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):

_____
_____
_____
_____

OTHER EMPLOYMENT DATA: _____
_____
_____
_____
_____

BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES AT KEAN UNIVERSITY:

_____

_____
_____
_____

EDUCATION AND TRAINING: _____
_____
_____
_____
_____

REFERENCES WITH PHONE NUMBERS / EMAIL ADDRESSES:
_____
_____
_____
_____
_____

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

9.6.1 (1) Name of Account: _____

(2) Address: _____

(3) How long has your agency provided Unarmed Security Guard Services to the above account?
_____

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

Contact Name: _____

Title: _____

Phone Number: _____

E-mail: _____

9.6.2 (1) Name of Account: _____

(2) Address: _____

(3) How long has your agency provided Unarmed Security Guard Services to the above account?

_____

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

Contact Name: _____

Title: _____

Phone Number: _____

E-mail: _____

9.6.3 (1) Name of Account: _____

(2) Address: _____

(3) How long has your agency provided Unarmed Security Guard Services to the above account?

_____

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

Contact Name: _____

Title: _____

Phone Number: _____

E-mail: _____

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

9.7.1 (1) Name of Account: _____

(2) Address: _____

_____

_____

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

_____

_____

_____

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

Name: _____

Email: _____

Phone Number: _____

9.7.2 (1) Name of Account: _____

(2) Address: _____

_____

_____

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

_____

_____

_____

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

Name: _____

Email: _____

Phone Number: _____

9.7.3 (1) Name of Account: _____

(2) Address: _____

_____

_____

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

_____

_____

_____

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

Name: _____

Email: _____

Phone Number: _____

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

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

9.9 Organizational Chart

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

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

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

9.11 Ongoing Litigation

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

9.12 Transition Plan

Vendor's proposal must include a transition plan detailing the transition from the University's current operation to the Vendor's proposed operational plan. Transition plan shall include:

a. The identification of the critical issues for the project to be successful and/or ensuring continuity of service to the University.

b. Description of how operation will be designed/fashioned to meet Kean's objectives stated in the project description.

**Attachment A**

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

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 New Jersey Prevailing Wage Act.**

| YEAR ONE | |
|---|---|
| **Guard I (Security Guard)**<br>**Rate: _____ per hour** | **Guard II (Supervisor)**<br>**Rate: _____ per hour** |
| **YEAR TWO** | |
| **Guard I (Security Guard)**<br>**Rate: _____ per hour** | **Guard II (Supervisor)**<br>**Rate: _____ per hour** |
| **YEAR THREE** | |
| **Guard I (Security Guard)**<br>**Rate: _____ per hour** | **Guard II (Supervisor)**<br>**Rate: _____ per hour** |
| **YEAR FOUR** | |
| **Guard I (Security Guard)**<br>**Rate: _____ per hour** | **Guard II (Supervisor)**<br>**Rate: _____ per hour** |
| **YEAR FIVE** | |
| **Guard I (Security Guard)**<br>**Rate: _____ per hour** | **Guard II (Supervisor)**<br>**Rate: _____ per hour** |

**Attachment A (Cont'd)**

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

**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 (overtime 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 (overtime 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 Education Purchasing Association (NJHEPA), whose members include the 4-year Public Colleges and Universities, as well as private institutions. The private Universities include Princeton University, Seton Hall University, Rider University, and Monmouth University.**

**Will you extend pricing to members of NJHEPA?**

☐ YES ☐ NO

**Attachment A (Cont'd)**

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

**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 ☐ Veteran Owned ☐ 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**

**Attachment A (Cont'd)**

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

**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 B**

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

VENDOR RATING SHEET

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

| Vendor | Weighted | Rating Range | | | | |
|---|---|---|---|---|---|---|
| **Criteria:** | **%** | **1** | **2** | **3** | **4** | **5** |
| 1. Pricing and Payment Terms | 20 | | | | | |
| 2. Qualification & Experience | 15 | | | | | |
| 3. Overall support for University & Transition Plan | 15 | | | | | |
| 4. Equipment and Services Offered | 15 | | | | | |
| 5. Prior History & References | 15 | | | | | |
| 6. Financial Stability | 10 | | | | | |
| 7. Responsiveness & Compliance | 10 | | | | | |
| 8. Oral Presentation* | 5 | | | | | |
| Total Overall Percentage | 100 | | | | | |

*Oral presentations will be evaluated, if requested. If requested, the weighted percentage of Prior History & References will be reduced to 10% and the weighted percentage of Oral Presentation will be 5%.

**Attachment C**

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

CAMPUS MAPS

**KEAN UNION**



**Attachment C (cont'd)**

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

## KEAN JERSEY CITY




**CAMPUS MAP KEY**

1. Hepburn Hall
2. Grossnickle Hall
3. Congressman Frank J. Guarini Library
4. Vodra Hall
5. Rossey Hall
6. Education and Professional Studies Building
7. Science Building
8. George Karnoutsos Arts and Sciences Hall
9. Fries Hall
10. Gilligan Student Union
11. Visual Arts Building
12. John J. Moore Athletics and Fitness Center
13. A. Harry Moore Laboratory School
14. Co-Op Dormitory

**PARKING**

- P1. Parking Lot 1
- P2. Gilligan Student Union Parking Garage
- P4. Parking Lot 4 (Visitor Parking)
- P6. Parking Lot 6
- P7. Parking Lot 7

**NJ TRANSIT**

Hudson-Bergen Light Rail
West Side Avenue Station

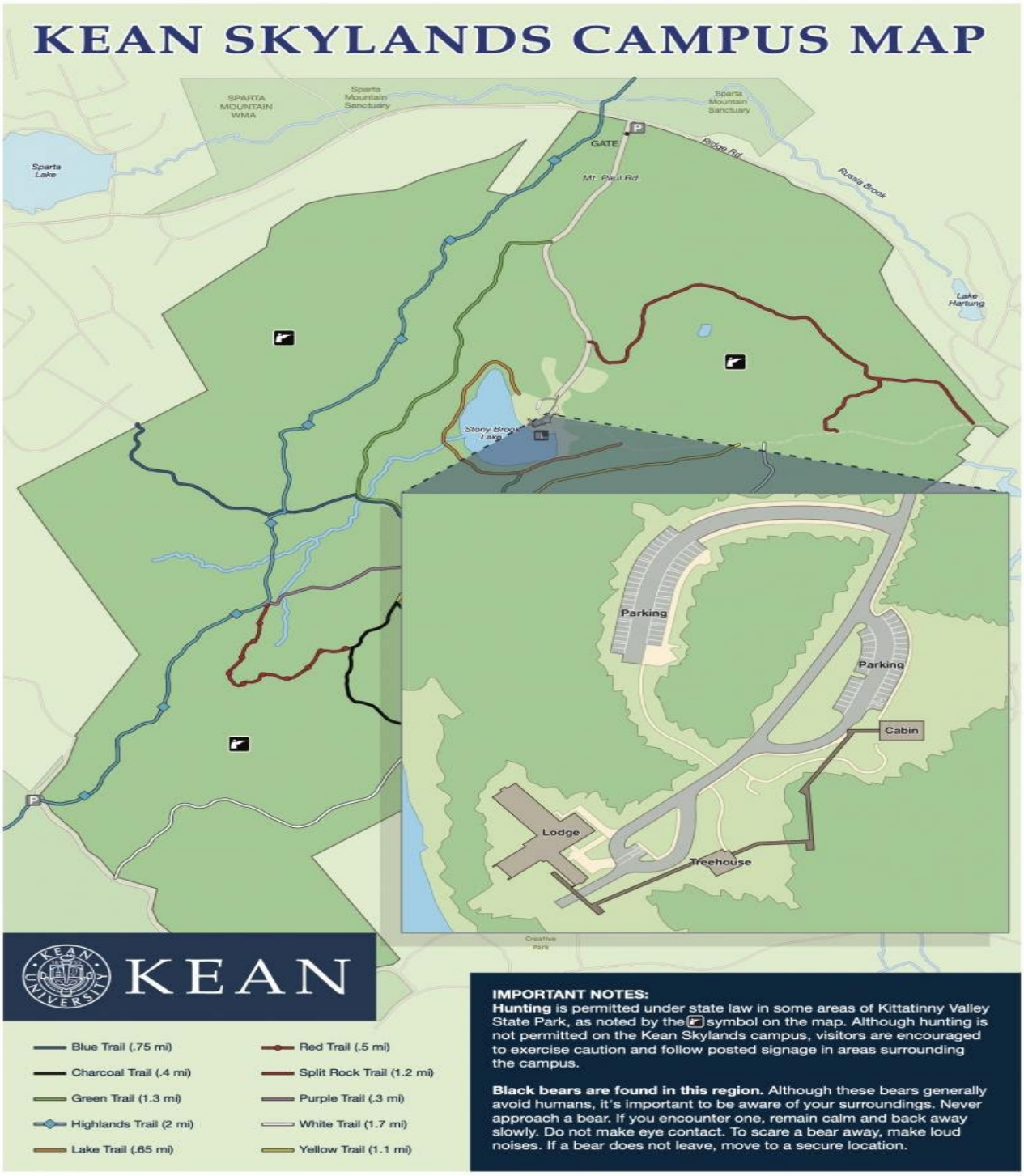
**SHUTTLE BUS**

Travels between Lots 4 and 7
Remaining 3 locations by request

**Attachment C (cont'd)**

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

**KEAN SKYLANDS**



**Attachment D**

**Kean University**
**Unarmed Security Guard Services**

**Bid No. K26-10-22-5**

DOCUMENT CHECKLIST AND FORMS

KEAN UNIVERSITY
DOCUMENT CHECKLIST

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

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

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

Name of Vendor: _____

Print Name & Title: _____

Authorized Representative Signature: _____

Date: _____

# OFFER AND ACCEPTANCE PAGE

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

**BID SOLICITATION # AND TITLE:** _____

**TO THE STATE OF NEW JERSEY:**

Name of Bidder/Contractor _____

Address _____

City, State, Zip Code _____

Phone Number _____

Fax Number _____

Email Address _____

FEIN _____

Print Name & Title of Authorized Representative _____

Signature Authorized Representative _____

---

By submitting a Quote the Bidder certifies and confirms that:

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

---

**ACCEPTANCE OF OFFER** *(For State Use Only)*

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

Contract/Master Blanket Purchase Order Number _____

Award Date _____ Effective Date _____

State of New Jersey Authorized Signature _____

Print Name and Title _____

# CONFIDENTIALITY AND COMMITMENT TO DEFEND

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

**BID SOLICITATION # & TITLE:** _____

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

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

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

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

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

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

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

***OR***

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

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

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

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

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

_____
Company Name

_____ _____
Signature Date

_____
Print Name and Title



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| DESCRIPTION OF VENDOR REQUESTED QUOTE REDACTIONS* | | | | |
|---|---|---|---|---|
| **Quote Section, Form or Document** | **Page Number** | **Paragraph and/or line** | **Description of item to be redacted** | **Statutory or other legal reason for each requested exemption** |
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** Home address and/or unlisted telephone/cell phone numbers must be listed on this form if they are to be redacted.*



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# OWNERSHIP DISCLOSURE FORM

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

**VENDOR NAME:** _____

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

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

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

| | | | |
|---|---|---|---|
| NAME | | | |
| ADDRESS | | | |
| ADDRESS | | | |
| CITY | STATE | ZIP | |

| | | | |
|---|---|---|---|
| NAME | | | |
| ADDRESS | | | |
| ADDRESS | | | |
| CITY | STATE | ZIP | |

| | | | |
|---|---|---|---|
| NAME | | | |
| ADDRESS | | | |
| ADDRESS | | | |
| CITY | STATE | ZIP | |

| | | | |
|---|---|---|---|
| NAME | | | |
| ADDRESS | | | |
| ADDRESS | | | |
| CITY | STATE | ZIP | |

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

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

| | | | |
|---|---|---|---|
| NAME | | | |
| ADDRESS | | | |
| ADDRESS | | | |
| CITY | STATE | ZIP | |

| | | | |
|---|---|---|---|
| NAME | | | |
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| CITY | STATE | ZIP | |

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| NAME | | | |
| ADDRESS | | | |
| ADDRESS | | | |
| CITY | STATE | ZIP | |

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

_____

_____

_____

** Attach additional sheets if necessary*

# SOURCE DISCLOSURE FORM

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

**BID SOLICITATION # AND TITLE:** _____

**VENDOR NAME:** _____

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

## PART 1

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

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

## PART 2

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

| Name of Contractor / Sub-contractor | Performance Location by Country | Description of Service(s) to be Performed Outside of the United States * | Reason Why the Service(s) Cannot be Performed in the United States * |
|---|---|---|---|
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***Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.***

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

## CERTIFICATION

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

_____ _____

Signature Date

_____

Print Name and Title

# AFFIRMATIVE ACTION

# QUESTIONNAIRE

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

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

_____YES _____NO

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

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

_____YES _____NO

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

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

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

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

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

SIGNATURE_____

NAME_____

TITLE_____

DATE_____

# EXHIBIT A

## MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
## N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
## N.J.A.C. 17:27-1.1 et seq.

### GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

# EXHIBIT A (*Cont*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

_____
Signature

_____
Print Name & Title

_____
Company

_____
Date

## NON-COLLUSION AFFIDAVIT/WARRANTY OF NO SOLICITATION

State of New Jersey
County of _____ ss:

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

I am _____ of the firm of _____
(title or position) (name of firm)
the bidder making this Quotation for the bid entitled _____,
(title of bid)
and that I executed the said Quotation with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Quotation and in this affidavit are true and correct, and made with full knowledge that Kean University relies upon the truth of the statements contained in said Quotation and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of firm)

Subscribed and sworn to

before me this day

_____
Signature

_____, 2____

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

# CERTIFICATION BY THE VENDOR OF COMPLIANCE WITH BUSINESS ETHICS GUIDE

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

_____
Authorized Representative of Vendor

_____
Name of Vendor

Dated: _____

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

## SECTION 1: INTRODUCTION

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

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

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

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

## SECTION 2: DEFINITIONS

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

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

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

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

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

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

**Division:** The Division of Purchase and Property.

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

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

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

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

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

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

## SECTION 3: OVERVIEW AND GENERAL CONDUCT

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

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

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

## SECTION 4: GENERAL STANDARDS

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

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

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

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

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

## SECTION 5: CONSULTANTS

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

### SECTION 5.1: Consultants and RFP Development

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

### SECTION 5.2: Consultants and Evaluation Committees

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

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

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

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

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

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

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

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

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

## SECTION 7: OFFERS OF EMPLOYMENT

### SECTION 7.1: Current State Employees

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

### SECTION 7.2: Former State Employees

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

### SECTION 7.3: Casino-Related Restrictions

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

## SECTION 8: PENALTIES

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

**Last Updated:** Friday, January 12, 2024

KEAN

# ACKNOWLEDGE RECEIPT OF ADDENDUM FORM

Bid Name: _____

Bid No.: _____

Bidder Name: _____
Address: _____
_____

Bidder acknowledges receipt of the following Addenda:

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

[ ] No Addenda were received/issued.

_____ _____
Signature of Principal Title

# DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

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

**BID SOLICITATION # AND TITLE:** _____

**VENDOR NAME:** _____

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

| | | | |
|---|---|---|---|
| NAME | | | |
| TITLE | | | |
| ADDRESS | | | |
| ADDRESS | | | |
| CITY | STATE | ZIP | |

| | | | |
|---|---|---|---|
| NAME | | | |
| TITLE | | | |
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|---|---|---|---|
| NAME | | | |
| TITLE | | | |
| ADDRESS | | | |
| ADDRESS | | | |
| CITY | STATE | ZIP | |

**Attach Additional Sheets If Necessary.*

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

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

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

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

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

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

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

## PART 3
**DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.**

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

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

**Attach Additional Sheets If Necessary.*

## CERTIFICATION

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

_____ _____
Signature Date

_____
Print Name and Title

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

**BID SOLICITATION # AND TITLE:** _____

**VENDOR NAME:** _____

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

## CHECK THE APPROPRIATE BOX

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

***OR***

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

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

**Attach Additional Sheets If Necessary.*

## CERTIFICATION

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

_____ _____
Signature Date

_____
Print Name and Title

# SUBCONTRACTOR UTILIZATION FORM

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

**BID SOLICITATION # AND TITLE:** _____

**VENDOR NAME:** _____

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

SUBCONTRACTOR'S NAME: _____
ADDRESS: _____

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

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?

IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

SUBCONTRACTOR'S NAME: _____
ADDRESS: _____

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

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?

IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

SUBCONTRACTOR'S NAME: _____
ADDRESS: _____

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

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?

IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

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

# Request for Taxpayer Identification Number and Certification

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

**Give form to the requester. Do not send to the IRS.**

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

**Print or type.** See ***Specific Instructions*** on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

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

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

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

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

# General Instructions

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

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

## What's New

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

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

## Purpose of Form

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

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

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

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

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

• Form 1099-NEC (nonemployee compensation).

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

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

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

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

• Form 1099-C (canceled debt).

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

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

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

**By signing the filled-out form**, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

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

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

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

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

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

## What Is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

# Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3a

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

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

### Line 3b

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

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

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

### Line 4 Exemptions

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

**Exempt payee code.**

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

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

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

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor* |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))** | The trust |

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

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

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

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

# MACBRIDE PRINCIPLES FORM

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

**BID SOLICITATION # AND TITLE:** _____

**VENDOR NAME:** _____

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

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

**CHECK THE APPROPRIATE BOX**

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

***OR***

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

**CERTIFICATION**

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

_____ _____
Signature Date

_____
Print Name and Title

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

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

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

*(Check the Appropriate Box)*

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

***OR***

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

***OR***

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

_____

_____

_____

_____

_____

_____

*(Attach Additional Sheets If Necessary.)*

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

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