



KEAN

**REQUEST FOR QUALIFICATIONS
GENERAL CONTRACTING SERVICES
Bid No. K26-9-3-1**

Event	Date	Time
Deadline for Questions and Inquiries	10/6/26	12:00 p.m.
Qualification Submission/Bid Opening Date	10/27/26	2:00 p.m.

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

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

RFQ Issued By:

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

Date: October 2, 2026

KEAN UNIVERSITY
GENERAL CONTRACTING SERVICES
Bid No. K26-9-3-1

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1.0 PURPOSE AND INTENT

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

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

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

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

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

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

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

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

2.0 **KEY DATES**

2.1 **Questions and Inquiries:**

2.1.1 It is the policy of Kean University to accept questions and inquiries in writing from any and all potential Vendors. All written questions must be submitted via email to University Procurement and Business Services at procurementbids@kean.edu by **12:00 p.m. on October 6, 2026**. No written questions will be accepted after this time.

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

2.1.3 Telephone inquiries will not be accepted.

2.2 **Submission of Qualifications:**

In order to be considered for award your Qualifications must be submitted **via email to procurementbids@kean.edu** as an attachment in PDF format and must be received by University Procurement and Business Services by the required time. **This Qualifications submission is due by 2:00 p.m. on October 27, 2026.**

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

LINK: <https://keanedu.zoom.us/j/99014153788?pwd=YYPmVKVcLFa7iWXBTPKbpvabLvNmJV.1>

MEETING ID: 990 1415 3788#

DIAL IN: +1 929-205-6099

3.0 CONTRACT AND RFQ INFORMATION

3.1 Issuing Office

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

3.2 Qualifications Preparation

Qualifications shall be submitted **via email to** procurementbids@kean.edu as an attachment in PDF format. The subject line of your email must read **"BID SUBMISSION – Bid No. K26-9-3-1."**

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

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

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

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

3.3 Rejection of Qualifications

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

3.4 Cost Liability

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

3.5 Addendum/Revisions for RFQ

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

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

3.6 Response Date

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

3.7 Vendors Qualifications

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

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

3.8 Acceptance of Qualifications Content

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

3.9 Contents of Qualifications

Subsequent to bid opening, all information submitted by Vendors in the Qualifications is considered public information, except as may be

exempted from public disclosure by the Open Public Records Act, N.J.S.A 47:1A-1 et seq., and common law.

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

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

3.10 Economy of Preparation

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

3.11 Oral Presentation

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

3.12 Prime Vendors' Responsibilities

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

3.13 Subcontracting

The successful Vendors who are awarded a contract under this RFQ shall not subcontract the contract, in whole or in part, without the prior written consent. Such consent, if granted, shall not relieve the Vendors of any of their responsibilities under the contract.

3.14 Assignment

The successful Vendors are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of an awarded contract or its

rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the previous written consent and approval from the University. Money due, or to become due, to the successful Vendors hereunder shall not be assigned for any purposes whatsoever.

3.15 Price Changes

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

3.16 Accounting Records

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

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

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

3.17 Ownership of Materials

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

3.18 Award of Contract and Contract Period

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

3.18.2 The contract will be for a one (1) year term commencing with the formal date of award. This contract may be extended for up to four (4) additional one (1) year renewals as deemed permissible under the standing operating rules and

procedures adopted by the Kean University Board of Trustees, and upon the written agreement of both parties. The approximate starting date of this contract shall be December 7, 2026. Should the University decide to renew this contract, notice will be given to the Vendor no later than ninety (90) days prior to the termination of the current term. The Vendor shall indicate acceptance in writing within thirty (30) days after the notice of the proposed renewal. In the event the contract term is renewed, all the original terms shall remain in effect for the new term. In such case, a new performance and payment security for the new term shall be provided by the Vendor, if applicable.

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

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

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

3.19 Contract Initiation

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

3.20 Compliance of Laws

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

3.21 Vendors Contract Obligations

By submitting Qualifications, each Vendor agrees it has been satisfied from its own investigation of the conditions to be met and fully understands and

agrees to the conditions, obligations, and requirements that have to be met in the RFQ. No Vendor will make any claim for cancellation or relief of the contract without penalty because of any misunderstanding or lack of information presented in the RFQ.

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

3.22.1 In the event the successful Vendors shall fail to comply with any of the conditions herein provided and as covered by the contract, the University shall notify the Vendors of such failure or default and demand that the same be remedied within ten (10) business days. In the event the Vendors fail to remedy the same within said cure period. In this event, the University will authorize the service to be performed by any available means, the difference between the actual cost paid and the Quotation of the defaulting Vendors to be deducted from the performance of security in effect. It shall also be incumbent upon the Vendors to continue operations until relieved by a newly selected Vendors. In the event of the failure of the successful Vendors to complete required work within the time(s) required, the Vendors shall be liable to the University in the sum of One Hundred Dollars (\$100.00) per day, for each and every calendar day that the work shall be and remains uncompleted. This sum shall be treated as liquidated damages and not a penalty for the loss to the University of the use of premises in a completed state of construction, alteration or repair, and for added administrative and inspection costs to the University on account of the delay. The liquidated damages provided for herein shall be in addition to other consequential losses or damage that the University may incur by reason of such delay, such as but not limited to added costs of the work and costs of furnishing temporary services, if any. Any such damages for which the Vendors are liable may be deducted by the University from any monies due or to become due to the Vendors.

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

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

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

3.23 RFQ Security and Performance Security

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

3.24 Procedural Requirements and Amendments to the Contract

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

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

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

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

3.24.4 Vendors, or authorized representatives, may be required to meet periodically with the Office of Facilities and Campus Planning and University Procurement and Business Services to discuss all services.

4.0 UNIVERSITY REQUIREMENTS

4.1 Termination of Contract

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

4.2 Transitional Period

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

4.3 Contract Changes

During the contract term, no change is permitted to any of its terms and conditions unless the Vendors receive prior written consent from the University. In addition, the successful Vendors cannot modify any provisions of their Qualifications, including but not limited to the terms of the Quotation forms (Attachments A – D).

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

4.4 Vendors Insurance Requirements

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

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

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

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

- 4.4.7 Property Insurance shall be maintained by the Vendors to keep its property insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance. The coverage shall also insure against business interruption and extra expense losses. The Vendor agrees to waive its rights and the rights of its subsidiaries and affiliates, to recover from Kean University, the State of New Jersey and/or the New Jersey Education Facilities Authority for damages intended to be covered by a standard broad form property insurance policy including business interruption and extra expense coverage.
- 4.4.8 All required insurance coverage must be in effect no later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. Vendors shall require all Subcontractors to comply with all of the insurance requirements described above. Vendors are responsible for determining the amount of excess liability it will require its Subcontractors to carry. Vendors shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each Subcontractor prior to the Subcontractor's beginning work on the Project. Vendors shall provide copies of all Subcontractor certificates of insurance to the University upon request.
- 4.4.9 Vendors shall provide the University with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days' written notice to the University. All insurance required herein shall contain a waiver of subrogation in favor of the University.
- 4.4.10 All insurance coverage must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.
- 4.4.11 Vendors should list name of insurance company from which Vendor intends to purchase the above insurance and a person to contact at this firm. This information should be listed in Section 10.0 of the attached Vendor Data Sheets.

- 4.4.12 Vendors may include, with the RFQ, the applicable certificate of insurance. This will expedite the contract award process for the successful Vendor.
- 4.4.13 The certificate of insurance should include Bid No. and Name. Certificates should be forwarded to University Procurement and Business Services, Kean University, 1000 Morris Avenue, Union, New Jersey 07083.
- 4.4.14 Each policy of insurance should contain an endorsement as follows:
- “It is understood and agreed _____ Insurance Company shall notify in writing, University Procurement and Business Services, Kean University, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.”

4.5 Indemnification and Hold Harmless

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

4.6 Availability of Funds

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

4.7 Bid Protest

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

4.8 Internship Program

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

5.0 LEGAL PROVISIONS

5.1 EEO/Affirmative Action

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

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

5.2 Open Public Records Act

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

5.3 New Jersey Business Registration Certificate

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

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

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

5.4 Performance of Contract Services/Buy American

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

5.5 Ownership Disclosure

Any contract for work, goods or services cannot be awarded by the University to any corporation, limited liability company or partnership unless prior to or

at the time of RFQ submission, the Vendor has disclosed the names and addresses of all owners holding ten percent (10%) or more of the corporation, limited liability company or partnership's stock or interest. N.J.S.A. 52:25-24.2.

5.6 Standards Prohibiting Conflicts of Interest

The successful Vendors shall comply with the provisions of the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28 and all other ethics laws, regulations, and Executive Orders, including but not limited to N.J.S.A. 18A:64-6.1 and Executive Order #189

(<https://nj.gov/infobank/circular/eok189.htm>). In addition, each Vendor agrees to be bound by the provisions of the Vendor's Code of Ethics and Business Ethics Guide and execute a Certification evidencing compliance with same. Copies of these documents are collectively attached in the Document Checklist and Forms section of the RFQ as Attachment F hereto.

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

State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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

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

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

5.7 Americans with Disabilities Act

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

5.8 Compliance

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

5.9 Non-Collusion Statement

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

5.10 Warranty of No Solicitation on Commission or Contingent Fee Basis

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies

maintained by the Vendor for the purpose of securing business. If a breach or violation of this section occurs, Kean University shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee. The Vendor's Warranty of No Solicitation is included in Attachment F hereto and must be properly executed to have the RFQ considered.

5.11 Prevailing Wage and Benefits

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

5.12 Small Business Set Aside Program

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

5.13 Compliance with MacBride Principles and Northern Ireland Act of 1989

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

5.14 Disclosure of Investment Activities in Iran

Each Vendor shall certify, in accordance with N.J.S.A. 52:32-57 and The Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, that it is not identified on the list created by the Department of the Treasury pursuant to N.J.S.A. 52:32-57(b) as a person or entity that has been determined to engage investment activities in Iran, as described in N.J.S.A.

52:32-56(f). If a Vendor fails to certify or is listed on such list, such Vendor shall be ineligible to bid on, submit a RFQ for, or enter into a contract with Kean University for goods or services. If a Vendor is unable to make such certification because it or one of its parents, subsidiaries or affiliates has engaged in one or more of the activities specified in the Act, such Vendor shall provide to Kean University prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. Any such certifications or disclosures shall be disclosed to the public in accordance with the requirements of N.J.S.A. 52:32-58(d).

5.15 Non-Involvement in Prohibited Activities in Russia or Belarus

Each Vendor shall certify, in accordance with N.J.S.A. 52:32-60.1 et seq., that it is not identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Vendor fails to certify or is listed on such list, the Vendor shall be ineligible to enter into a contract with Kean University for goods or services. If the Vendor is unable to make such certification because it is currently engaged in activity related to Russia and/or Belarus, but is doing so consistent with federal law, regulation, license or exemption, the Vendor shall provide to Kean University prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. Any such certifications or disclosures shall be disclosed to the public in accordance with the requirements of N.J.S.A. 52:32-60.1(c). If a vendor makes a certification in violation of N.J.S.A. 52:32-60.1 et seq., the Department of Treasury shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

5.16 Diane B. Allen Equal Pay Act

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

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce

Development (LWD) website at:
<https://www.nj.gov/labor/wageandhour/tools-resources/equal-pay/>.

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

5.17 Set-Off for State Tax Notice

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

6.0 **REQUEST FOR QUALIFICATIONS EVALUATION**

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

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

- The qualifications and experience of corporate level and unit management personnel to be assigned as shown on the required Vendor Data Sheets.
- Vendor's past performance of similar scope and size (references) as provided on Vendor Data Sheets.
- Cost-savings suggestions [and operational plan].
- Financial Statement: The University reserves the right to evaluate the financial capability of any or all Vendors to satisfactorily complete the requirements of this document. "The University reserves the right to evaluate the financial capability of any or all Vendors to satisfactorily complete the requirements of this document. Each Vendor submitting

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

Qualifications shall be judged on the following criteria:

1. Pricing and Payment Terms: Kean will evaluate the submittals based on price and other factors considered, including discounts offered and cost-savings suggestions to the University.
2. Qualification and Experience: The experience and qualifications of the Vendor in providing efficient general contracting services based on the information submitted in their written presentation, including key personnel on projects of a similar nature.
3. Prior History and References: The Vendor’s prior history regarding these services will be considered in determining whether the Vendor is responsible and whether the award of the contract to that Vendors is in the best interest of the University.
4. Responsiveness and Compliance: Submissions will be evaluated to determine if the Vendor has responded to all requirements in sufficient detail for the evaluator(s) to analyze the Qualifications.
5. Financial Stability: Financial stability and strength of the Vendor as evidenced by the financial statements, longevity of current ownership, and insurances held.
6. Equipment and services offered.

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

6.1 Qualification of Vendors

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

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

- 6.1.1 The number of years the firm has been in the business of General Contracting Services.
- 6.1.2 Location of the Vendor's office that will be responsible for managing this contract, which will include identification of a contact person and their phone number and email address.
- 6.1.3 Name(s), email(s), and phone number(s) of management personnel to be contacted if problems or emergencies occur.
- 6.1.4 Name, email, and phone number of individuals that can be contacted at all times if the University requests service or information, if different than the contact person(s) identified in Sections 6.1.2 and 6.1.3.
- 6.1.5 A list of New Jersey State Agencies, U.S. Governmental Agencies, public and private colleges and universities now under contract with the bidding Vendors.
- 6.1.6 A list of contracts the Vendor has lost during the last three (3) years with the reason the contract was terminated for each job.
- 6.1.7 Name of insurance firm from which Vendor intends to purchase insurance and name, phone number, and email address of a contact at this firm.
- 6.1.8 Vendors shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.
- 6.1.9 Vendors shall be licensed to do business in the State of New Jersey.
- 6.1.10 Vendors should produce copies of all applicable certifications, licenses and/or permits with the submitted package.
- 6.1.11 Vendors must produce "Financial Statements" as described in Section 6.0.

7.0 GENERAL CONTRACTING SERVICES - SCOPE OF SERVICES

7.1 General Description of Kean University

Kean University is a public, State-supported coeducational institution of higher education and is an urban public research university. The main campus, located in Union Township and Hillside Township (the “Main Campus”), is situated on a 121-acre tract, which includes a six-acre woodland preserve. The Main Campus is minutes from the Garden State Parkway and the New Jersey Turnpike and is easily accessible via public transportation. The University traces its history to 1855, when it was founded by the Newark Board of Education and was located in the City of Newark. In 1913, the University became a state institution, and in 1958 moved to the Main Campus on property which had been part of the Kean family estate. In November 1981, the University acquired the 28-acre Pingry School campus (the “East Campus”) located in Hillside Township and within walking distance of the Main Campus. In 2006, Kean University developed a partnership with Ocean County College to establish Kean Ocean in Toms River Township. Kean Ocean provides students with an affordable, local pathway to obtain an affordable education in South Jersey. Kean Ocean offers academic programs identical to those at Kean’s Main Campus. In March 2007, the University acquired the 26-acre Liberty Hall campus, located in Union Township (the “Liberty Hall Campus”), which includes several historical buildings. It connects the Main Campus and East Campus and includes fourteen (14) acres of developable land. Kean University also purchased nine (9) acres adjacent to the Liberty Hall Campus from Schering-Plough Corporation upon which the New Jersey Center for Science, Technology and Mathematics Education building is currently situated. Kean College of New Jersey officially became Kean University in 1997. In 2014, Kean University leased approximately forty-one (41) acres of property in the New Jersey Highlands from the New Jersey Department of Environmental Protection for the creation of a new learning center to support science and sustainability initiatives for its graduate students (“Kean Skylands”). Kean Skylands is located in Jefferson Township, Morris County and Sparta Township, Sussex County. Existing structures on the property include a dormitory with 35 private and semi-private sleeping rooms, a garage, storage barn and a manager’s residence. Wenzhou-Kean University was established in 2014, as a Sino-American joint venture in Wenzhou, China. Wenzhou-Kean University offers an immersive Chinese cultural experience with American academic programs that mirror those that Kean offers in New Jersey. In 2016, Kean University purchased The Warehouse, the former home of architect Michael Graves, as well as two properties that he owned located at 40, 44 and 48 Patton Avenue, Princeton, New Jersey for the development of an education research center for architecture and design students (the “Princeton Campus”). In 2021, Kean University was designated New Jersey’s first urban public research university. In July 2026, Kean University completed a historic merger with New Jersey City University, establishing

Kean Jersey City as Kean's newest campus. Located in one of the most diverse cities in the nation and minutes from New York City, Kean Jersey City expands access to a world-class Kean education

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

7.2 Performance Requirements

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

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

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

7.3 Covered Campuses and Facilities

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

1. Kean Union
2. Kean Jersey City
3. Skylands Campus
4. Princeton Campus
5. Kean Harborside
6. Residence Halls and Faculty Housing

7. Academic, administrative, athletic, event, dining, mechanical, support, and exterior campus space

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

7.4 Intent of Prequalified Vendor List

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

The vendor list may be used for:

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

7.5 Trade Categories

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

Trade categories may include, but are not limited to:

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

7.6 Typical Work Assignments

Work may include, but is not limited to:

1. Office, classroom, laboratory, residence hall, dining, kitchen and pantry, athletics, and event space modifications
2. Door, frame, lockset, closer, panic hardware, threshold, and hardware repairs or replacements

3. Flooring repairs and replacements, including carpet tiles, VCT, LVT, ceramic tiles, rubber flooring, stair treads, and related materials
4. Minor concrete, masonry, brick, block, paver, curb, sidewalk, and site repairs
5. Electrical repairs, lighting replacements, receptacle additions, branch circuit work, panel related work, emergency power support, and related electrical services
6. Plumbing repairs, fixture replacements, valve replacements, piping repairs, drain repairs, domestic water repairs, and related plumbing services
7. Mechanical repairs, ductwork, piping, equipment and appliance replacement support, insulation, and HVAC related work
8. Building automation, controls support, and coordination with the University's designated controls representatives
9. Fire stopping, penetration sealing, rated wall repairs, and related life safety support
10. Support for utility shutdowns, equipment replacement, demolition, temporary protection, and restoration
11. Emergency repair work resulting from leaks, floods, freeze events, storm damage, equipment failure, or campus operational needs
12. Small project work requiring multiple trades under one coordinated Vendor
13. Punch list completion, corrective work, and closeout support for Facilities and Campus Operations
14. Furniture, staff and equipment relocations
NJDCa Permit acquisition when necessary

7.7 Work Authorization Process

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

1. The University identifies a need and creates or references a work order or project request.
2. The University contacts one or more prequalified Vendors based on trade, scope, urgency, and availability.

3. The Vendor participates in a site walk or reviews the requested scope, when required.
4. The Vendor submits a written estimate, quote, or not to exceed cost using the awarded labor rates and markup structure.
5. The University reviews the written estimate or quote and may request clarification, revision, or additional pricing details.
6. Work begins only after written authorization, purchase order issuance, work order assignment, or other University approved authorization.
7. The Vendor completes the work, provides documentation, and submits all required closeout materials.
8. Payment is contingent on completion verification, required documentation, and invoice compliance. The University may request quotes from multiple prequalified Vendors for the same work and may select the Vendor that provides the best overall value based on cost, responsiveness, schedule, qualifications, availability, trade expertise, and prior performance.

7.8 Time and Material Work

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

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

The Vendor shall provide daily tickets or service records showing:

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

7.9 Labor Rate Requirements

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

Worker classifications may include:

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

Rates shall be provided for:

1. Regular business hours
2. Overtime
3. Weekend work
4. Holiday work
5. Emergency or after-hours response

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

7.10 Labor Rate Inclusions

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

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

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

Any proposed minimum billing time, mobilization charge, trip charge, fuel surcharge, parking charge, toll charge, or service charge must be clearly identified in Attachment B and shall be subject to University review and acceptance.

7.11 Materials and Parts

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

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

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

7.12 Material Markup

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

The University may request separate markup percentages for:

1. Stock materials
2. Special order materials
3. Expedited materials
4. Large material purchases
5. Materials purchased through subcontractors

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

7.13 Equipment Rental and Owned Equipment

Vendors shall provide hourly, daily, or weekly rates for commonly owned equipment in Attachment C. Rental equipment obtained from third party rental companies shall be billed at actual rental cost plus the approved markup percentage submitted in Attachment B.

Equipment may include, but is not limited to:

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

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

7.14 Subcontractors

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

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

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

7.15 Estimates, RFQs, and Not to Exceed Pricing

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

Each estimate or quote shall include:

1. University work order number or project reference, when available
2. Campus, building, and location
3. Description of existing condition
4. Proposed scope of work
5. Labor hours by trade and classification
6. Management hours by trade
7. Material cost
8. Material markup
9. Equipment cost
10. Equipment markup
11. Subcontractor cost
12. Subcontractor markup
13. Proposed schedule
14. Exclusions
15. Required shutdowns, access needs, or occupant impacts
16. Assumptions and Required University support
17. Not to exceed amount, when requested
18. Signature from authorized Vendor representative

The University may reject lump sum quotes that do not provide sufficient cost detail.

7.16 Response Time Requirements

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

Expected response categories are:

1. Emergency response Vendors shall respond by phone or email within one hour and be prepared to mobilize as quickly as operationally required.
2. Urgent response Vendors shall respond within four business hours and provide an estimated mobilization time.
3. Routine response Vendors shall respond within one business day, and schedule work based on University priority.
4. Planned project response

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

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

7.17 Emergency Work

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

When emergency work is required, the Vendor shall:

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

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

7.18 Work Hours and Campus Coordination

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

Vendors shall coordinate all work that may affect:

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

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

7.19 Occupied Campus Requirements

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

Vendors shall provide:

1. Safe work areas
2. Dust control
3. Noise control
4. Odor control
5. Temporary barriers
6. Floor and wall protection
7. Protection of furniture, equipment, finishes, and building systems
8. Clear signage when required

9. Daily cleanup and Project Completion Construction Clean
10. Coordination with University representatives
11. Professional conduct by all Vendor personnel

7.20 Project Management

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

7.21 Quality Control

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

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

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

7.22 Safety and Protection of Property

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

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

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

7.23 Permits, Inspections, and Code Related Requirements

When permits, inspections, licensed work, certifications, shop drawings, submittals, testing, or closeout documents are required, the Vendor shall

identify those requirements in its Qualifications and coordinate with the University before proceeding.

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

7.24 University Standards

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

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

7.25 Documentation and Closeout

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

- | | |
|------------------------------|---|
| 1. Daily work tickets | 11. Inspection records |
| 2. Service tickets | 12. Product data |
| 3. Labor breakdowns | 13. Warranty information |
| 4. Material receipts | 14. As built sketches or marked up drawings when required |
| 5. Equipment rental invoices | 15. Operation and maintenance information when required |
| 6. Subcontractor invoices | 16. Punch list completion confirmation |
| 7. Photos before work | 17. Coordination and Turnover of surplus/stock materials |
| 8. Photos during work | 18. Final cleanup confirmation |
| 9. Photos after completion | |
| 10. Test reports | |

Failure to provide required documentation may delay invoice approval.

7.26 Work Order and Invoice Compliance

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

Invoices will not be approved without:

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

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

7.27 Vendor Performance Review

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

1. Responsiveness
2. Availability
3. Quality of workmanship
4. Accuracy of estimates
5. Adherence to approved pricing
6. Schedule compliance
7. Documentation quality
8. Invoice accuracy
9. Safety performance
10. Communication
11. Cleanup
12. Ability to work in occupied campus environments
13. Ability to coordinate with University staff
14. Ability to support emergency and urgent needs

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

7.28 No Guarantee of Work

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

7.29 Vendor Qualifications Requirements for Scope of Services

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

1. Trade categories for which the Vendor seeks qualification
2. Description of services provided under each trade category
3. Labor rates using Attachment A
4. Markup percentages using Attachment B
5. Equipment rates using Attachment C
6. Additional charges using Attachment D
7. Evaluation Criteria Attachment E
8. Licenses, certifications, and qualifications by trade
9. List of proposed subcontractors, if any
10. Proposed project management
11. Relevant project experience
12. Higher education, NJDCA, public sector, or occupied facility experience
13. Emergency response capability
14. Sample service ticket or daily work ticket
15. Sample invoice showing labor, materials, equipment, subcontractors, and markups
16. Safety program summary
17. Quality control approach
18. Closeout documentation approach

8.0 Residence Hall and Faculty Housing Turnover Services

8.1 Residence Hall and Faculty Housing Turnover Services

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

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

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

8.2 Covered Turnover Locations

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

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

8.3 Standard Turnover Work

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

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

2. Patching of holes, cracks, damaged walls, damaged ceilings, and surface defects
3. Painting of rooms, suites, apartments, bathrooms, kitchens, corridors, trim, doors, frames, and other assigned surfaces
4. Caulking bathroom shower areas, and kitchen counterspace areas
5. Grouting ceramic surfaces where needed

8.4 Unit Types for Turnover Pricing

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

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

8.5 Pricing Structure for Turnover Services

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

1. Unit price by room, suite, apartment, bathroom, kitchen, or faculty housing unit
2. Line-item unit price for standard turnover tasks
3. Multiplier applied to University provided unit prices, if the University elects to issue a prepopulated unit price schedule
4. Labor rate pricing for work that cannot be reasonably captured by a standard unit price

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

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

8.6 Standard Turnover Versus Additional Work

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

Additional work includes conditions beyond standard turnover expectations, including major damage, concealed conditions, flooring repairs or replacement, full room finish replacement, larger carpentry repairs, plumbing repairs, electrical repairs, door replacement, hardware replacement, cabinet replacement, countertop replacement, appliance related support, significant demolition, or work requiring specialty trades. Additional work shall not proceed without University authorization.

8.7 Turnover Assignment Process

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

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

7. University verifies completion before invoice approval

8.8 Turnover Schedule and Capacity

Standard Turnovers for Residential Suites are expected to be completed within five (5) business days per full suite. Vendors shall provide turnover capacity information in their Qualifications. Capacity information shall identify the number of rooms, suites, apartments, bathrooms, kitchens, and faculty housing units the Vendor can complete per day and per week during peak turnover periods.

For planning and scheduling purposes, Vendors are expected to complete a standard turnover for a full residence hall unit, apartment, or faculty housing unit within five (5) business days from the start date established by the University.

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

8.9 Turnover Quality Standard and Completion Requirements

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

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

9.0

REQUEST FOR QUALIFICATIONS FORMAT AND CONTENT

9.1 General

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

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

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

- 9.2 The Quotation Form, the RFQ specifications, and any attachments submitted by the Vendor constitute the entire RFQ.
- 9.3 All instructions, terms, and conditions contained in the specifications must be met to qualify for consideration of award.
- 9.4 Qualifications must adhere to the format and specifications set forth in this document. Responses to each requirement should be in order and clearly marked with the section number to which they respond.
- 9.5 Pages in Qualifications should be numbered.
- 9.6 All prices shall be typed in or written in ink and executed by the potential Vendors.

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

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

- 10.1 Vendors must provide information requested below, preferably using this format. If additional space is needed, Vendor should use identical format.
- 10.2 References will be contacted by Kean University.
- 10.3 The number of years of experience the firm has provided GENERAL CONTRACTING SERVICES. _____
- 10.4 Indicate the number of calendar days required, after notification of intent to award, to assume all contractual duties and responsibilities. _____
- 10.5 List on the following sheets the names and other required information on the following 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.

10.5.1 VICE PRESIDENT IN CHARGE OF ACCOUNT

NAME: _____

EMAIL & PHONE NO.: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION: _____

EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):

OTHER EMPLOYMENT DATA: _____

BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES
AT KEAN UNIVERSITY:

EDUCATION AND TRAINING: _____

REFERENCES WITH PHONE NUMBERS / EMAIL ADDRESSES:

10.5.2 REGIONAL MANAGER IN CHARGE OF ACCOUNT

NAME: _____

EMAIL & PHONE NO.: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION: _____

EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):

OTHER EMPLOYMENT DATA: _____

BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES
AT KEAN UNIVERSITY:

EDUCATION AND TRAINING: _____

REFERENCES WITH PHONE NUMBERS / EMAIL ADDRESSES:

10.5.3 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:

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

10.6.1 (1) Name of Account: _____

(2) Address: _____

(3) How long has your agency provided GENERAL CONTRACTING SERVICES to the above account?

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

Contact Name: _____

Title: _____

Phone Number: _____

E-mail: _____

10.6.2 (1) Name of Account: _____

(2) Address: _____

(3) How long has your agency provided GENERAL CONTRACTING SERVICES to the above account?

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

Contact Name: _____

Title: _____

Phone Number: _____

E-mail: _____

10.6.3 (1) Name of Account: _____

(2) Address: _____

- (3) How long has your agency provided GENERAL CONTRACTING SERVICES to the above account?

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

Contact Name: _____

Title: _____

Phone Number: _____

E-mail: _____

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

10.7.1 (1) Name of Account: _____

(2) Address: _____

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

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

Name: _____

Email: _____

Phone Number: _____

10.7.2 (1) Name of Account: _____

(2) Address: _____

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

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

Name: _____

Email: _____

Phone Number: _____

(1) Name of Account: _____

(2) Address: _____

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

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

Name: _____

Email: _____

Phone Number: _____

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

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

10.9 Organizational Chart

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

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

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

10.11 Ongoing Litigation

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

Attachment A

**Kean University
GENERAL CONTRACTING SERVICES
Bid No. K26-9-3-1**

LABOR RATE FORM

(Company Name)

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

Vendors shall complete only the trade categories and worker classifications for which they are qualified and seeking prequalification. Rates shall be fully burdened hourly rates. Vendors may add trades, labor classifications, and labor rates they believe will be required based on the scope of work provided by the University.

All rates submitted shall equal or exceed the applicable prevailing wage rate in effect on the date the contract is awarded, including any pre-determined increases listed at the time of award. Apprentice rates apply only to individuals registered in a certified apprenticeship program for that trade.

Line Item	Trade	Classification	Regular Rate	Overtime Rate	Double Time Rate
1.	Air Conditioning & Refrigeration	Journeyman (mechanic)	\$	\$	\$
2.	Air Conditioning & Refrigeration	Apprentice	\$	\$	\$
3.	Air Conditioning & Refrigeration	Foreman	\$	\$	\$
4.	Boilermaker	Journeyman	\$	\$	\$
5.	Boilermaker	Apprentice	\$	\$	\$
6.	Boilermaker	Mechanic	\$	\$	\$
7.	Boilermaker	Foreman	\$	\$	\$
8.	Boilermaker	General Foreman	\$	\$	\$
9.	Bricklayer, Stone Mason	Mason Helper	\$	\$	\$
10.	Bricklayer, Stone Mason	Journeyman	\$	\$	\$
11.	Bricklayer, Stone Mason	Deputy Foreman	\$	\$	\$

Attachment A (Continued)

Line Item	Trade	Classification	Regular Rate	Overtime Rate	Double Time Rate
12.	Bricklayer, Stone Mason	Foreman	\$	\$	\$
13.	Bricklayer, Stone Mason	Apprentice	\$	\$	\$
14.	Carpenter	Journeyman	\$	\$	\$
15.	Carpenter	Foreman	\$	\$	\$
16.	Carpenter	General Foreman	\$	\$	\$
17.	Carpenter	Apprentice	\$	\$	\$
18.	Carpenter - Resilient Flooring	Journeyman	\$	\$	\$
19.	Carpenter - Resilient Flooring	Foreman	\$	\$	\$
20.	Carpenter - Resilient Flooring	Apprentice	\$	\$	\$
21.	Cement Mason	Mason Helper	\$	\$	\$
22.	Cement Mason	Journeyman	\$	\$	\$
23.	Cement Mason	Deputy Foreman	\$	\$	\$
24.	Cement Mason	Foreman	\$	\$	\$
25.	Cement Mason	Apprentice	\$	\$	\$
26.	Painter	Journeyman	\$	\$	\$
27.	Painter	Foreman	\$	\$	\$
28.	Painter	General Foreman	\$	\$	\$
29.	Painter	Apprentice	\$	\$	\$
30.	Drywall Finisher	Journeyman	\$	\$	\$

Attachment A (Continued)

Line Item	Trade	Classification	Regular Rate	Overtime Rate	Double Time Rate
31.	Drywall Finisher	Foreman	\$	\$	\$
32.	Drywall Finisher	General Foreman	\$	\$	\$
33.	Drywall Finisher	Apprentice	\$	\$	\$
34.	Electrician	Cable Splicer	\$	\$	\$
35.	Electrician	Journeyman	\$	\$	\$
36.	Electrician	Foreman	\$	\$	\$
37.	Electrician	General Foreman	\$	\$	\$
38.	Electrician	Apprentice	\$	\$	\$
39.	Electrician – Tele data	Cable Splicer	\$	\$	\$
40.	Electrician - Teledata	Journeyman	\$	\$	\$
41.	Electrician - Teledata	Foreman	\$	\$	\$
42.	Elevator Constructor	Journeyman	\$	\$	\$
43.	Elevator Constructor	Apprentice (registered program)	\$	\$	\$
44.	Elevator Modernization & Service	Journeyman	\$	\$	\$
45.	Elevator Modernization & Service	Apprentice (registered program)	\$	\$	\$
46.	Glazier	Journeyman	\$	\$	\$
47.	Glazier	Leadman	\$	\$	\$
48.	Glazier	Foreman	\$	\$	\$
49.	Glazier	General Foreman	\$	\$	\$
50.	Glazier	Apprentice	\$	\$	\$

Attachment A (Continued)

Line Item	Trade	Classification	Regular Rate	Overtime Rate	Double Time Rate
51.	Heat & Frost Insulator	Journeyman	\$	\$	\$
52.	Heat & Frost Insulator	Foreman	\$	\$	\$
53.	Heat & Frost Insulator	General Foreman	\$	\$	\$
54.	Heat & Frost Insulator	Apprentice	\$	\$	\$
55.	Heat & Frost Insulator - Asbestos Worker	Asbestos Helper Abatement	\$	\$	\$
56.	Heat & Frost Insulator - Asbestos Worker	Apprentice	\$	\$	\$
57.	Ironworker	Rod/Fence Journeyman	\$	\$	\$
58.	Ironworker	Structural Journeyman	\$	\$	\$
59.	Ironworker	Rod/Fence Foreman	\$	\$	\$
60.	Ironworker	Structural Foreman	\$	\$	\$
61.	Ironworker	Apprentice	\$	\$	\$
62.	Laborer - Asbestos & Hazardous Waste Removal	Journeyman	\$	\$	\$
63.	Laborer - Asbestos & Hazardous Waste Removal	Foreman	\$	\$	\$
64.	Laborer - Asbestos & Hazardous Waste Removal	Apprentice	\$	\$	\$
65.	Laborer	Journeyman	\$	\$	\$
66.	Laborer	Foreman	\$	\$	\$
67.	Laborer	General Foreman	\$	\$	\$
68.	Laborer	Apprentice	\$	\$	\$
69.	Millwright	Journeyman	\$	\$	\$
70.	Millwright	Foreman	\$	\$	\$

Attachment A (Continued)

Line Item	Trade	Classification	Regular Rate	Overtime Rate	Double Time Rate
71.	Millwright	Apprentice (registered program)	\$	\$	\$
72.	Operating Engineer	Assistant Engineer / Oiler	\$	\$	\$
73.	Operating Engineer	Mechanic's Helper	\$	\$	\$
74.	Operating Engineer	Crane Signalman	\$	\$	\$
75.	Operating Engineer	Equipment Operator (specify equipment / rate group)	\$	\$	\$
76.	Operating Engineer	Mechanic	\$	\$	\$
77.	Operating Engineer	Apprentice Engineer / Oiler	\$	\$	\$
78.	Paperhanger	Journeyman	\$	\$	\$
79.	Paperhanger	Foreman	\$	\$	\$
80.	Paperhanger	General Foreman	\$	\$	\$
81.	Paperhanger	Apprentice	\$	\$	\$
82.	Pipefitter	Journeyman	\$	\$	\$
83.	Pipefitter	Foreman	\$	\$	\$
84.	Pipefitter	Apprentice	\$	\$	\$
85.	Plasterer	Mason Helper	\$	\$	\$
86.	Plasterer	Journeyman	\$	\$	\$
87.	Plasterer	Deputy Foreman	\$	\$	\$
88.	Plasterer	Foreman	\$	\$	\$
89.	Plumber	Journeyman	\$	\$	\$
90.	Plumber	Foreman	\$	\$	\$
91.	Plumber	General Foreman	\$	\$	\$

Attachment A (Continued)

Line Item	Trade	Classification	Regular Rate	Overtime Rate	Double Time Rate
92.	Plumber	Apprentice	\$	\$	\$
93.	Roofer	Journeyman	\$	\$	\$
94.	Roofer	Foreman	\$	\$	\$
95.	Roofer	Apprentice	\$	\$	\$
96.	Sheet Metal Worker	Journeyman	\$	\$	\$
97.	Sheet Metal Worker	Foreman	\$	\$	\$
98.	Sheet Metal Worker	General Foreman	\$	\$	\$
99.	Sheet Metal Worker	Apprentice	\$	\$	\$
100.	Sprinkler Fitter	Journeyman	\$	\$	\$
101.	Sprinkler Fitter	Foreman	\$	\$	\$
102.	Sprinkler Fitter	General Foreman	\$	\$	\$
103.	Sprinkler Fitter	Apprentice (registered program)	\$	\$	\$
104.	Tile Setter	Finisher	\$	\$	\$
105.	Tile Setter	Apprentice	\$	\$	\$
106.	Tile Setter	Tile Setter	\$	\$	\$
107.	Truck Driver	Helper on Asphalt Distributor truck	\$	\$	\$
108.	Truck Driver	Bucket, Utility, Pick-up, Fuel Delivery trucks	\$	\$	\$
109.	Truck Driver	Dump truck, Asphalt Distributor, Tack Spreader	\$	\$	\$
110.	Truck Driver	Euclid-type vehicles (large, off-road equipment)	\$	\$	\$
111.	Truck Driver	Low Boy Driver	\$	\$	\$

Attachment A (Continued)

Line Item	Trade	Classification	Regular Rate	Overtime Rate	Double Time Rate
112.	Truck Driver	Slurry Seal, Seeding/Fertilizing/Mulching truck	\$	\$	\$
113.	Truck Driver	Straight 3-axle truck	\$	\$	\$
114.	Truck Driver	Tractor Trailer (all types)	\$	\$	\$
115.	Truck Driver	Vacuum or Vac-All truck (entire unit)	\$	\$	\$
116.	Truck Driver	Winch Trailer	\$	\$	\$
117.	Truck Driver - Material Delivery Driver	Driver	\$	\$	\$
118.	Welder	Welder (rate follows the craft to which the welding is incidental)	\$	\$	\$
119.	Moving	Laborer	\$	\$	\$
120.	Moving	Foreman	\$	\$	\$
121.	(Additional Trades)		\$	\$	\$
122.	(Additional Trades)		\$	\$	\$
123.	(Additional Trades)		\$	\$	\$

Attachment B

**Kean University
GENERAL CONTRACTING SERVICES
Bid No. K26-9-3-1**

MATERIAL EQUIPMENT AND SUBCONTRACTOR MARKUP FORM-PERCENTAGES

(Company Name)

Markup percentages shall be applied to actual documented cost. Backup documentation shall be provided upon request.

Line Item	Cost Category	Proposed Markup or Charge
1.	Stock materials markup	%
2.	Special order materials markup	%
3.	Expedited materials markup	%
4.	Large material purchase markup	%
5.	Third party equipment rental markup	%
6.	Rental equipment delivery and pickup markup	%
7.	Subcontractor markup	%
8.	Specialty subcontractor markup	%
9.	Disposal markup	%
10.	Freight markup	%
11.	Administrative charge	\$ or %
12.	Fuel surcharge	\$ or %

Attachment C

**Kean University
GENERAL CONTRACTING SERVICES
Bid No. K26-9-3-1**

**MATERIAL EQUIPMENT AND SUBCONTRACTOR MARKUP FORM
EQUIPMENT LISTS**

(Company Name)

Vendors shall list equipment owned or available for University work. Third party rentals shall be billed at actual rental cost-plus approved markup unless otherwise authorized.

Line Item	Equipment Type	Hourly Rate	Daily Rate	Weekly Rate	Operator Included (Yes or No)	Fuel Included (Yes or No)	Delivery Included (Yes or No)
1.	Scissor Lift	\$	\$	\$			
2.	Boom Lift	\$	\$	\$			
3.	Forklift	\$	\$	\$			
4.	Skid Steer	\$	\$	\$			
5.	Mini Excavator	\$	\$	\$			
6.	Backhoe	\$	\$	\$			
7.	Dump Truck	\$	\$	\$			
8.	Compressor	\$	\$	\$			
9.	Generator	\$	\$	\$			
10.	Welding Machine	\$	\$	\$			
11.	Core Drill	\$	\$	\$			
12.	Concrete Saw	\$	\$	\$			
13.	Pipe Threading Machine	\$	\$	\$			
14.	Drain Cleaning Machine	\$	\$	\$			
15.	Temporary Heat	\$	\$	\$			
16.	Temporary Cooling	\$	\$	\$			

Attachment C (Continued)

Line Item	Equipment Type	Hourly Rate	Daily Rate	Weekly Rate	Operator Included (Yes or No)		Delivery Included (Yes or No)
17.	Temporary Ventilation	\$	\$	\$			
18.	Scaffolding	\$	\$	\$			
19.	Rigging Equip	\$	\$	\$			

Attachment D

**Kean University
GENERAL CONTRACTING SERVICES
Bid No. K26-9-3-1**

RESIDENCE HALL AND FACULTY HOUSING TURNOVER UNIT PRICING FORM

(Company Name)

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

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

Price Extension

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

☐ YES ☐ NO

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

Will you extend pricing to members of NJHEPA?

☐ YES ☐ NO

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

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

☐ Veteran Owned

☐ Small Business

☐ Not Applicable

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

- 1. Vendor has read, understands, and agrees to all terms, conditions, and specifications set forth in Bid No. K26-9-3-1, including all terms and conditions for doing business with the State of New Jersey;**
- 2. Vendor's failure to meet any terms and conditions of the RFQ documents shall constitute a breach and may result in suspension or debarment from further State bidding;**

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

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

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

(Name of Company)

(Print Name & Title)

(Authorized Signature)

(Address)

(City, State, Zip)

Telephone Number: _____ Email Address: _____

Date: _____

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

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

Attachment E

Kean University GENERAL CONTRACTING SERVICES Bid No. K26-9-3-1

EVALUATION CRITERIA INSTRUCTIONS FOR USE

PURPOSE: The purpose of this document is to evaluate as quantitatively as possible the capabilities of Vendors relative to the attributes deemed important by Kean University and provide a comparative view against alternative sources in the industry.

MATHEMATICAL INFORMATION

1. The “weight” is a measurement of the relative importance of the attribute to the customer. Each component may vary, but the total must always be 100 percent.

2. The rating range is from 1 to 5, with 1 being the lowest and 5 the highest, i.e.,

- 1 – little or no capability or advantage
- 2 – falls short of minimum requirements
- 3 – meets the requirements
- 4 – exceeds requirements
- 5 – superior capability

3. The numerical total is the sum of all evaluators’ scores.

4. The weighted points are the numerical total divided by the number of evaluators times the weighted average in percent.

i.e., If the attribute is rated 20 percent, the number of evaluators is 3, and the scores are 4, 5, and 4, then the weighted points would be calculated as follows:

$$\text{weighted points} = .20 \frac{(4+5+4)}{3} = .87$$

NOTE: Since the highest rating that a vendor can achieve by attribute is 5, and since the total weight is 100 percent, the highest total composite score per vendor is 5.

Attachment E (cont.)

**Kean University
GENERAL CONTRACTING SERVICES
Bid No. K26-9-3-1**

VENDOR RATING SHEET

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

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

Attachment F

**Kean University
General Contracting Services
Bid No. K26-9-3-1**

RFQ-DOCUMENT CHECKLIST AND FORMS