

REQUEST FOR PROPOSAL HVAC Maintenance and Repair Services Bid No. K24-3-13-2

Event	Date	Time
Pre-Proposal Conference Date	6/12/2024	10:00 a.m.
Questions and Inquiries Deadline	6/19/2024	12:00 p.m.
Proposal Submission/Bid Opening Date	7/17/2024	2:00 p.m.

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

	Status	Category
Small Business Set-Aside	X Not Applicable Entire Contract Partial Contract Subcontracting Only	

RFP Issued By:

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

Date: June 3, 2024

KEAN UNIVERSITY

HVAC Maintenance and Repair Services Bid No. K24-3-13-2

TABLE OF CONTENTS

1.0	Purpose and Intent	2
2.0	Key Dates	2
3.0	Contract and Proposal Information	3
4.0	University Requirements	9
5.0	Legal Provisions	14
6.0	Proposal Evaluation	21
7.0	Scope of Services – HVAC Maintenance and Repair Service	23
8.0	Proposal Format and Content	56
9.0	Vendor Data Sheet	58

Attachment A – Fee Proposal Form
Attachment B – Evaluation Criteria Forms
Attachment C – Building HVAC Systems Inventory
Attachment D – Campus Maps and Building Floor Plans
Attachment E – Document Checklist and Forms

1.0 PURPOSE AND INTENT

The purpose of this Request for Proposal ("RFP") is to solicit proposals from qualified Vendors, experienced in all phases of HVAC maintenance and repair services. The contract resulting from this RFP will provide that the successful Vendor shall have the right(s) to provide, as an independent contractor, Kean University ("the University") HVAC maintenance and repair services.

2.0 KEY DATES

2.1 <u>Pre-Proposal Conference</u>: The purpose of the Pre-Proposal Conference is to answer general questions concerning this RFP. Any written responses to questions and/or additional information pertaining to this RFP will be answered in an addendum and made available to all potential Vendors.

Date: June 12, 2024 Time: 10:00 a.m.

THE PRE-PROPOSAL CONFERENCE WILL BE HELD VIA TELEPHONE AND VIRTUAL CONFERENCE.

To participate in the Pre-Proposal Conference, please use the following link to join virtually or dial-in information:

LINK: meet.google.com/yrc-trdd-kzk

DIAL-IN: (US) +1 573-605-0169

PIN: 850 620 069#

Vendors are to dial in by 10:00 a.m.

2.2 Questions and Inquiries:

- 2.2.1 It is the policy of Kean University to accept questions and inquiries in writing from any and all potential Vendors. All written questions must be submitted via email to University Procurement and Business Services at hvacbid@kean.edu and cc: to jdeangel@kean.edu by 12:00 p.m. on June 19, 2024. No written questions will be accepted after this time.
- 2.2.2 Questions will be answered, in writing, by an addendum, which will be made available to all potential vendors on our website at https://www.kean.edu/offices/university-procurement-and-business-services/bid-opportunities and advertised in accordance with applicable law.
- 2.2.3 Telephone inquiries will not be accepted.

2.3 Submission of Proposal:

In order to be considered for award your proposal must be submitted **via email to hvacbid@kean.edu** as an attachment in PDF format and must be received by University Procurement and Business Services by the required time. **This RFP submission is due by 2:00 p.m. on July 17, 2024.**

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

LINK: meet.google.com/qip-brnu-nbp

DIAL-IN: (US) +1 717-739-4104

PIN: 893 117 603#

3.0 CONTRACT AND PROPOSAL INFORMATION

3.1 <u>Issuing Office</u>

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

3.2 Proposal Preparation

Proposals shall be submitted **via email to <u>hvacbid@kean.edu</u>** as an attachment in PDF format. The subject line of your email must read "**BID SUBMISSION – Bid No. K24-3-13-2.**"

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

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

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

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

3.3 Rejection of Proposals

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

3.4 Cost Liability

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

3.5 Addendum/Revisions for Proposal

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

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

3.6 Response Date

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

3.7 Vendor's Proposals

- 3.7.1. <u>Price Alterations.</u> A Vendor may modify in writing the proposal received by University Procurement and Business Services at any time prior to the scheduled time for receipt of proposals. Any price modification must be signed by the Vendor and must be accompanied by a similarly modified bond.
- 3.7.2 <u>Withdrawal</u>. A Vendor may request to withdraw its proposal prior to opening. Such request must be made in writing to the Associate Vice President of University Procurement and Business Services. If the request is granted, the Vendor may submit a revised proposal as long as the revised proposal is received prior to the announced date, time, and place specified for the opening of proposals, as detailed above in Section 2.3.

3.8 Acceptance of Proposal Content

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

3.9 Contents of Proposal

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

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

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

3.10 Economy of Preparation

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

3.11 Oral Presentation

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

3.12 Prime Vendor's Responsibilities

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

3.13 Subcontracting

The successful Vendor who is awarded a contract under this RFP shall not subcontract the contract, in whole or in part, without the prior written consent of the University's Chief Financial Officer ("CFO"). Such consent, if granted, shall not relieve the Vendor of any of its responsibilities under the contract.

3.14 Assignment

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

3.15 Price Changes

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

3.16 Accounting Records

- 3.16.1 The successful Vendor is required to maintain accounting records and other evidence pertaining to costs incurred on the contract and to make the records available to the University at all reasonable times during the contract period and for five (5) full years from the date of the final payment.
- 3.16.2 The successful Vendor is required to maintain all documentation and other evidence related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- 3.16.3 Kean University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of the successful

Vendor's records during the contract period and for five (5) full years from the time of the final contract payment.

3.17 Ownership of Materials

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

3.18 Award of Contract and Contract Period

- 3.18.1 In executing a contract, the successful Vendor agrees to perform the work to the satisfaction of Kean University and to complete the work in a timely manner as required by the University.
- 3.18.2 The contract will be for a one (1) year term commencing with the formal date of award. This contract may be extended for up to three (3) 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 November 1, 2024. Should the University decide to renew this contract, notice will be given to the Vendor no later than ninety (90) days prior to the termination of the current term. The Vendor shall indicate acceptance in writing within thirty (30) days after the notice of the proposed renewal. In the event the contract term is renewed, all the original terms shall remain in effect for the new term. In such case, a new performance and payment security for the new term shall be provided by the Vendor, if applicable.
- 3.18.3 The successful Vendor shall enter into a written contract with Kean University. Kean University will provide the contract in accordance with the laws of the State of New Jersey.
- 3.18.4 The successful Vendor shall comply with all federal, state and local laws and/or regulations. In addition, the successful Vendor shall be required to comply with all Kean University policies and procedures.
- 3.18.5 Cancellation of Award: Kean University reserves the right to cancel the award of any contract before execution by the University, even if the successful Vendor has executed it, if the University determines such cancellation to be in its best interests. In no event will Kean University have any liability for the cancellation of such award. The successful Vendor assumes sole risk and responsibility for expenses prior to execution of the contract by the University.

3.19 Contract Initiation

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

3.20 Compliance of Laws

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

3.21 Vendor Contract Obligations

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

3.22 <u>Method of Inspection of Work and Liquidated Damages for Non-</u> Performance

- 3.22.1 In the event the successful Vendor shall fail to comply with any of the conditions herein provided and as covered by the contract, the University's Chief Financial Officer shall notify the Vendor of such failure or default and demand that the same be remedied within ten (10) business days. In the event the Vendor fails to remedy the same within said cure period, the Chief Financial Officer may take steps to terminate the contract. In this event, the Chief Financial Officer will authorize the service to be performed by any available means, the difference between the actual cost paid and the proposal of the defaulting Vendor to be deducted from the performance security in effect. It shall also be incumbent upon the Vendor to continue operations until relieved by a newly selected Vendor.
- 3.22.2 If circumstances beyond the control of the Vendor result in non-performance, it is the responsibility and obligation of the Vendor to make the details known immediately to the Chief Financial Officer, 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 RFP for non-performance of the terms and

- conditions of the RFP by written notice. Liquidated damages, if such action is taken, will be in accordance with Section 3.22.1 above.
- 3.22.4 Should the result of any investigation or inspection made by the University indicate the services supplied are not satisfactory, the Vendor shall immediately rectify the situation, at no additional cost to the University, to meet the requirements of the University.

3.23 <u>Performance and Payment Security</u>

3.23.1 The successful Vendor is required to submit a performance security and a payment security annually, each equal to 100% of the total amount of the Full Service Preventive Maintenance proposal submitted and shall be issued by an insurance or surety company authorized to do business in the State of New Jersey. The form and standards of the performance security and payment security shall be in substance the same as the State College Contracts Law, N.J.S.A. 18A:64-67 and 68.

3.24 Procedural Requirements and Amendments to the Contract

- 3.24.1 Vendor shall comply with all procedural instructions that may be issued from time to time by University Procurement and Business Services.
- 3.24.2 During the period of the contract, no changes are permitted in any of its conditions, specifications, or pricing unless the Vendor receives written approval from University's CFO or designee.
- 3.24.3 Modifications in the contract specifications can only be authorized by Kean University, University Procurement and Business Services.
- 3.24.4 During the period of the contract or any extension thereof, the University reserves the right to add or delete specific services and/or locations at the prevailing contract prices. Vendor will be given ten (10) days' notice to effect the requested change(s).
- 3.24.5 The Vendor, or authorized representatives, may be required to meet periodically with the Office of Facilities and Campus Planning and University Procurement and Business Services to discuss all services.

4.0 <u>UNIVERSITY REQUIREMENTS</u>

4.1 Termination of Contract

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

4.2 <u>Transitional Period</u>

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

4.3 Contract Changes

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

The Vendor agrees the prices set forth in its proposal are firm for the duration of the contract and thereafter may be changed only with the prior written approval of the University's CFO or their designee, and in accordance with the Consumer Price Index.

4.4 Vendor Insurance Requirements

4.4.1 The successful Vendor shall, at its own expense, secure and maintain in force for the term of the contract, including contract renewal terms and transition periods, insurance coverage provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintain an A.M. Best rating of A- (VII) or better. All insurance required herein, except Worker's Compensation and Owners and Contractors Protective, shall name Kean University, the State of New Jersey, the New Jersey Economic Development Authority, and the New Jersey Educational Facilities Authority as additional insureds. The Vendor expressly agrees that any insurance protection required by this contract shall in no way limit the Vendor's obligations under this contract and shall not be construed to relieve the Vendor from liability in excess of such coverage, nor shall it preclude the University from

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

- rights of its subsidiaries and affiliates, to recover from Kean University, the State of New Jersey and/or the New Jersey Education Facilities Authority for damages intended to be covered by a standard broad form property insurance policy including business interruption and extra expense coverage.
- 4.4.8 All required insurance coverage must be in effect no later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. The Vendor shall require all Subcontractors to comply with all of the insurance requirements described above. The Vendor is responsible for determining the amount of excess liability it will require its Subcontractors to carry. The Vendor shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each Subcontractor prior to the Subcontractor's beginning work on the Project. The Vendor shall provide copies of all Subcontractor certificates of insurance to the University upon request.
- 4.4.9 The Vendor shall provide the University with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University. All insurance required herein shall contain a waiver of subrogation in favor of the University.
- 4.4.10 All insurance coverage must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.
- 4.4.11 Vendor should list name of insurance company from which Vendor intends to purchase the above insurance and a person to contact at this firm. This information should be listed in Section 9.0 of the attached Vendor Data Sheets.
- 4.4.12 The Vendor may include, with the proposal, the applicable certificate of insurance. This will expedite the contract award process for the successful Vendor.
- 4.4.13 The certificate of insurance should include the Bid No. and Name. Certificates should be forwarded to University Procurement and Business Services, Kean University, 1000 Morris Avenue, Union, New Jersey 07083.

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

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

4.5 Indemnification and Hold Harmless

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

4.6 Availability of Funds

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

4.7 Bid Protest

A vendor who submits a proposal in response to an advertised RFP and is not ultimately awarded a contract relating to the advertised RFP may submit a written protest setting forth in detail the specific grounds for challenging the award. Written protests shall be sent to the Associate Vice President, University Procurement and Business Services, Maintenance Building, Room 134, 1000 Morris Avenue, Union, NJ 07083, or via email to 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 <u>Internship Program</u>

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

5.0 LEGAL PROVISIONS

5.1 EEO/Affirmative Action

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

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

5.2 Restrictions on Political Contributions

To be eligible for a contract award, each Vendor must comply with the requirements of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)) and Executive Order No. 117 (2008).

5.3 New Jersey Business Registration Certificate

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

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

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

5.4 Performance of Contract Services/Buy American

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

5.5 Ownership Disclosure

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

5.6 <u>Standards Prohibiting Conflicts of Interest</u>

The successful Vendor shall comply with the provisions of the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28 and all other ethics laws,

regulations, and Executive Orders, including but not limited to N.J.S.A. 18A:64-6.1 and Executive Order #189 (https://nj.gov/infobank/circular/eok189.htm). In addition, each Vendor agrees to be bound by the provisions of the Vendor's Code of Ethics and Business Ethics Guide and execute a Certification evidencing compliance with same. Copies of these documents are collectively attached in the Document Checklist and Forms section of the RFP as Attachment E 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 paragraphs 5.6.1 through 5.6.5 shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with 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 5.6.3.

5.7 Chapter 271

- 5.7.1 If a contract is in excess of \$17,500, the Vendor must comply with P.L. 2005 c. 271, by completing and submitting the required Chapter 271 Political Contribution Disclosure Forms, at the time of Notice of Award but prior to execution of the contract. Failure to comply with this political contribution disclosure requirement may result in the cancellation of the contract award and/or the imposition of financial penalties by the New Jersey Election Law Enforcement Commission ("ELEC"). Additional information about this requirement is available from ELEC at 888-313-3532 or at http://elec.state.nj.us.
- 5.7.2 The Vendor is further advised of its responsibility to file annual disclosure statements on political contributions with ELEC pursuant to N.J.S.A. 19:44A-20.27, P.L. 2005, c. 271, section 3 if the Vendor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Vendor's responsibility to determine if this filing is necessary. Failure to file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at http://elec.state.nj.us.

5.8 <u>Americans with Disabilities Act</u>

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

5.9 Compliance

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

5.10 Non-Collusion Statement

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

5.11 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 E hereto and must be properly executed to have the proposal considered.

5.12 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.

5.13 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.

5.14 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.

5.15 Disclosure of Investment Activities in Iran

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

5.16 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.

5.17 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.

5.18 Set-Off for State Tax Notice

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

taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

6.0 PROPOSAL EVALUATION

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

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

- The qualifications and experience of corporate level and unit management personnel to be assigned as shown on the required Vendor Data Sheets.
- Vendor's past performance of similar scope and size (references) as provided on Vendor Data Sheets.
- Cost-savings suggestions and operational plan.
- Financial Statement: The University reserves the right to evaluate the
 financial capability of any or all Vendors to satisfactorily complete the
 requirements of this document. Each Vendor submitting a proposal shall
 provide Kean University with a copy of its financial statements ending for
 the previous 3 years including its most recent annual statement. The
 submission of this information is for the purpose of determining whether the
 company is financially capable of performing the services required by Kean
 University.

Proposals shall be judged on the following criteria:

- 1. Pricing and Payment Terms: Kean will evaluate the submittals based on price and other factors considered, including discounts offered and cost-savings suggestions to the University.
- 2. Qualification and Experience: The experience and qualifications of the Vendor in providing efficient HVAC Maintenance and Repair Services based on the information submitted in their written presentation, including key personnel on projects of a similar nature.
- 3. Prior History and References: The Vendor's prior history regarding these services will be considered in determining whether the Vendor is

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

- 4. Responsiveness and Compliance: Submissions will be evaluated to determine if the Vendor has responded to all requirements in sufficient detail for the evaluator(s) to analyze the proposal.
- 5. Financial Stability: Financial stability and strength of the Vendor as evidenced by the financial statements, longevity of current ownership, and insurances held.
- 6. Equipment and services offered.
- 7. Proposed Transition Plan: Include timeline for transition and impact on providing HVAC Maintenance and Repair Services during transition.
- 8. Overall support for the University's needs and operational requirements and value of new and existing products and services.
- 9. Internship opportunities for Kean University students.
- 10. Oral Presentation, if requested.

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

6.1 Qualification of Vendors

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

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

- 6.1.1. The number of years the firm has been in the business of HVAC Maintenance and Repair Services.
- 6.1.2. Location of the Vendor's office that will be responsible for managing this contract, which will include identification of a contact person and their phone number and email address.

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

7.0 SCOPE OF SERVICES

7.1 General Description of Kean University

Kean University is a public, State-supported coeducational institution of higher education and is an "urban public research university" under New Jersey statute. It is located in Union Township and Hillside Township in the north central part of the State of New Jersey (the "State"), only minutes from the Garden State Parkway and New Jersey Turnpike, and close to public transportation. The main campus, located in Union Township (the "Main Campus"), is situated on a 121-acre tract, which includes a six-acre woodland preserve. The University traces its history to 1855 when it was

founded by the Newark Board of Education and 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 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 (the "Skylands Campus"). The Skylands Campus 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. In 2016, Kean University purchased The Warehouse, the former home of architect Michael Graves, and two other properties of Graves, 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" and together with the Main Campus, the East Campus, the Liberty Hall Campus and the Skylands Campus, the "Campuses"). In 2021, Kean University was designated New Jersey's first urban public research university.

VENDORS MAY VISIT THE MAIN CAMPUS TO INSPECT THE JOB SITE PRIOR TO SUBMITTING A PROPOSAL. VENDORS <u>MUST</u> CONTACT JOHN DEANGELO AT <u>JDEANGEL@KEAN.EDU</u> TO SCHEDULE AN APPOINTMENT BEFORE VISITING THE JOB SITE.

7.2 Scope of Work for HVAC Maintenance and Repair Services

7.2.1 The successful Vendor shall have the rights to maintain and repair, as an independent contractor, the HVAC systems at the University.

7.2.2 General:

The specifications defined here should be used as a guide for HVAC Maintenance and Repair Services at Kean University. The specification specifically covers full service repairs to all air conditioning systems on the Kean University's Main campus in Union, NJ, Liberty Hall Campus in Union,

NJ, East Campus in Hillside, NJ (including faculty housing), Skylands Campus, and Princeton Campus. A list of the University's current HVAC System Inventory is attached hereto as <a href="https://example.com/Attachment-com/Attachme

The services rendered shall consist of furnishing all labor, supervision, tools, equipment, materials, supplies, lifts, ladders, rigging/riggers, and incidentals required for the complete and satisfactory performance of HVAC Maintenance and Repair Services, including inspections, adjustments, tests, and replacement of parts for all equipment under the contract. The A/C services provided by the Vendor under the contract shall be considered full service maintenance to include scheduled preventive maintenance (see Section 7.8 Execution of Work below and all repairs required to maintain all A/C equipment in safe and satisfactory operating condition. All work shall be performed according to the highest standards in the industry and to the complete satisfaction of the University. All costs and expenses associated with the contract shall be included in the Fee Proposal Form (see Attachment A). The following repairs are excluded from this full service A/C preventive maintenance service contract and shall be performed by the Vendor as "extra services":

- a. Repairs needed due to acts of God.
- b. Repairs needed due to vandalism.

Vendor must also provide emergency HVAC solutions within 24 hours of request from the University (installed and running). Vendor shall be responsible to provide all equipment, rigging, labor, wiring, piping, setup/breakdown, delivery, installation and fees (excluding fuel) in order to set up and run said equipment per pricing in Attachment A, "Fee Proposal". Vendor must receive authorization in writing from the Vice President or Senior Vice President of Campus Planning, or Senior Leader in the absence of either, prior to installation.

- 7.3 <u>Vendor's Qualification Statement</u>: Vendor shall submit evidence of qualifications via the Vendor's Qualification Statement (form included in <u>Attachment E</u>). Bid proposals shall be evaluated in conjunction with the Vendor's Qualification Statement.
- 7.4 Crew Configurations: All work performed under the contract shall be under the performed by, direct supervision of а qualified Supervisor/Foreman. Services shall be performed using crew configurations as determined by the Vendor, per applicable provisions of this specification. The crew configuration proposed to be used by the Vendor shall be submitted for approval no later than ten (10) calendar days after award of the contract.

- 7.5 <u>Transportation of Vendor Personnel</u>: The Vendor shall provide transportation for all personnel to and from work site locations. The University will not provide any transportation for Vendor personnel.
- 7.6 <u>Guarantee</u>: All work performed by the Vendor under the contract shall be guaranteed against defects resulting from the use of substandard materials, equipment, or workmanship. All work which has to be corrected due to the Vendor's faulty workmanship, equipment, tools, or materials shall be performed by the Vendor at no additional cost to the University. This guarantee is automatically voided when the subject piece of equipment or part is worked on or repaired (not including inspections) by personnel other than the Vendor during the guarantee period.

7.7 Equipment and Materials

- 7.7.1 Equipment Provided by University: The University will provide access to all facilities required by the Vendor during the performance of the work described herein. The Vendor will provide sufficient notice to University representative prior to shutdown of any utilities impacting Vendor work.
- 7.7.2 <u>Materials Provided by University</u>: The University will not provide any materials to the Vendor during the performance of the contract. The University may, at its sole discretion, provide materials to the Vendor during the performance of "extra repair services."
- 7.7.3 Equipment Provided by Vendor: The Vendor shall provide all equipment and tools required by the Vendor during the performance of the contract. All costs associated with Vendor provided tools and equipment shall be included in the Fee Proposal Form included herein as Attachment A.

7.7.4 <u>Materials Provided by Vendor</u>:

- a. <u>Contract Requirements</u>: The Vendor shall provide all labor, parts, system components and materials required by the Vendor during the performance of the contract, including preventive maintenance services if specified. All costs associated with the full scope of services specified in the contract, including Vendor provided materials, parts, system components and labor shall be included in the Vendor's lump sum prices, in <u>Attachment A</u>.
- b. <u>Extra Repair Services</u>: The Vendor shall provide all equipment and materials required by the Vendor during the performance of "extra repair services" described herein, unless otherwise directed by the University. All costs associated with these

materials shall be based on a discount of the published list price, which shall become part of the term of the contract. Two (2) copies of the published price list(s) shall be submitted by the Vendor within five (5) days of contract award. All price list(s) shall be valid for the full term of the contract.

- c. <u>Emergency HVAC Solutions</u>: The Vendor shall be responsible to provide emergency temporary HVAC solutions within 24 hours to include- all equipment, rigging, labor, wiring, piping, setup/breakdown, delivery, installation and fees (excluding fuel) in order to set up and run said equipment.
- d. Materials, system components and parts provided by the Vendor shall be new and of equivalent material, strength and design as the specified materials, parts or system components. All replacement parts, materials and system components shall be specifically designed and intended for the equipment on which they are to be installed and/or used. Materials shall be manufactured or recommended by the same manufacturer of the equipment and/or system. Damaged parts shall not be repaired by welding.
- e. Vendor shall provide all Preventative Maintenance and Extra Repair work tickets at end of each day to University, including any and all subcontractors (electronically). For emergency HVAC work, the Vendor shall provide work tickets after the equipment is set up and running.
- 7.7.5 <u>Transportation of Equipment and Materials</u>: Vendor crews shall be equipped with vehicles to transport equipment and materials to and from work site locations. All costs associated with transportation activities and the use of the Vendor's vehicles shall be included in the Vendor's lump sum and hourly labor rates included in the Fee Proposal Form (see <u>Attachment A</u>). Vendor shall adhere to and observe the University's on-site vehicular traffic rules and regulations.
- 7.7.6 <u>Disposal of Materials</u>: The Vendor shall collect all waste materials including but not limited to waste oil, lubricants, etc. and debris from each work site at the end of each day and place them in a designated construction debris container. All hazardous materials generated by the performance of the contract will be disposed of properly by the Vendor.

7.8 Execution of Work

- 7.8.1 Maintenance and Inspection of all chillers (centrifugal, absorption, screw compressor units), including Teco Gen Units, Related Equipment including all Variable Frequency Drives Campus Wide for all campuses (Vendor must be certified or have a certified subcontractor).
 - 7.8.1.1 Start Up Inspections (April) all chillers (centrifugal, absorption, screw compressor units) including Teco Gen Units, Related Equipment including all Variable Frequency Drives Campus Wide for all campuses.

7.8.1.2 Inform Kean University:

- a. Upon arrival, any abnormalities or conditions which might negatively affect the operation of the equipment.
- b. Upon departure, must list condition and operating mode of equipment.
- 7.8.1.3 Inspect/check: all chillers (centrifugal, absorption, screw compressor units) including Teco Gen Units, Related Equipment including all Variable Frequency Drives Campus Wide for all campuses:
 - a. Refrigerant charge (brine solution/condition).
 - b. Pumps and motors on absorption unit (electrical testing of all motors, produce results to University).
 - c. Purge system operation.
 - d. Measure machine vacuum.
 - e. Steam-trap operation (clean as required).
 - f. Absorber loss.
 - g. Safeties (test, produce results to University).
 - h. Flow tender operation.
 - i. Cycle operation.
 - j. Dilution thermostats.
 - k. Low level control.
 - I. Control systems.
 - m. Cooling Tower gear box oil (check and maintain per spec), repair as necessary.
 - n. Take full set of readings (test, produce results to University).

7.8.1.4 Replace drive belts on condensers, cooling towers, evaporators, and auxiliary equipment at start up at no extra cost to the University.

7.8.1.5 VFD (Annually-April)

a. Each drive will undergo a complete inspection at each PM session as summarized below:

To identify potential sources of intermittent operation, excessive heat and harmful ambient conditions, the following physical and visual inspections are performed:

- System wiring and component terminations checked and tightened
- 2. PCB cable and plug-in terminations checked
- 3. VFD and enclosure fans (if any) check for proper operation
- 4. Filter integrity and cleanliness
- 5. Impurity or debris accumulation in system
- 6. Heat sensitive components
- 7. Ambient conditions: air temperature, presence of chemicals or moisture
- 8. Indications of excessive heat conditions
- Component integrity, particularly heat sensitive and high voltage components
- b. To ensure electrical integrity, the following measurements and functional checks are performed on the drive, its components, and the entire motor-control system:

Electrical Measurement and Verification:

- 1. Voltage and balance of input power lines
- 2. Ratio and balance of output power lines
- 3. Critical waveforms
- 4. Critical voltage and current levels
- 5. PCB power supply integrity
- 6. Inspection of relays and contactors
- 7. Auxiliary and/or by-pass equipment function
- 8. Meter operation
- 9. Input signals to drive system and BMS, if applicable
- 10. System operational parameters
- 11. History/fault computer log review
- 7.8.1.6 Preventive Maintenance: of all chillers (centrifugal, absorption, screw compressor units) including Teco Gen Units, Related Equipment including all Variable Frequency Drives Campus Wide for all campuses:

Perform monthly operating inspections within the first two weeks of each month from May to October:

- a. Every Month:
 - 1. Determine absorber loss.
 - 2. Determine no condensable accumulation rate.
 - 3. Check the cooling fan on the control panel to be sure it is running properly.
 - 4. Clean the chiller tubes as needed.
 - 5. Check safety and operating controls.
- b. Every Two Months (May, July, and September):
 - 1. Check low-temperature cutout.
 - Check Cycle-Guard™ valve operation.
- c. Every Six Months (May and November):
 - 1. Check refrigerant charge.
 - 2. Check octyl alcohol.
 - 3. VFD Preventative Maintenance
 - Each drive will undergo a complete inspection at each PM session as summarized below:

To identify potential sources of intermittent operation, excessive heat and harmful ambient conditions, the following physical and visual inspections are performed:

- System wiring and component terminations checked and tightened
- PCB cable and plug-in terminations checked
- VFD and enclosure fans (if any) check for proper operation
- Filter integrity and cleanliness
- Impurity or debris accumulation in system
- Heat sensitive components
- Ambient conditions: air temperature, presence of chemicals or moisture
- Indications of excessive heat conditions
- Component integrity, particularly heat sensitive and high voltage components
- ii. To ensure electrical integrity, the following measurements and functional checks are performed

on the drive, its components, and the entire motor-control system:

Electrical Measurement and Verification:

- Voltage and balance of input power lines
- Ratio and balance of output power lines
- Critical waveforms
- Critical voltage and current levels
- PCB power supply integrity
- Inspection of relays and contactors
- Auxiliary and/or by-pass equipment function
- Meter operation
- Input signals to drive system and BMS, if applicable
- System operational parameters
- History/fault computer log review

7.8.1.7 Winter Shutdown Inspections/Preventive Maintenance (November): all chillers(centrifugal, absorption, screw compressor units) including Teco Gen Units, Related Equipment including all Variable Frequency Drives Campus Wide for all campuses:

a. Every Year:

- 1. Replace purge bottle hose and adapter.
- 2. Replace solution bypass filter.
- 3. Inspect overload heaters.
- 4. Inspect starter contactors.
- 5. Inspect dilution cycle timer.
- 6. Test all safeties and controls.
- 7. Lube capacity control linkage
- 8. Pressurize with nitrogen and electronically leak test.
- 9. Pull vacuum on machine.
- 10. Back flush purge cooling coil.
- 11. Measure the machine vacuum.
- 12. Remove heads and clean/punch/rod tubes on all chillers
- 13. Maintain, repair, and/or replace the following equipment, at no extra cost to the University:
 - i. Flow switches on chilled and condenser water piping.
 - ii. Temperature sensors on chilled and condenser water piping.
 - iii. All electrical components in electrical panels dealing with each specific piece of air conditioning

equipment: relays, switches, starters, transformers, disconnects, contactors, coils, overloads, resets, etc.

- b. Every Three (3) Years (performed during first year of original contract, not required for second and third years if contract renewal option(s) is/are exercised): all chillers (centrifugal, absorption, screw compressor units) including Teco Gen Units, Related Equipment including all Variable Frequency Drives Campus Wide for all campuses:
 - 1. Remove solution from absorption unit.
 - 2. Replace all service valve diaphragms.
 - 3. Inspect hermetic pumps.
 - 4. Filter or regenerate the solution if necessary.
 - 5. Replace purge sight glass.
 - 6. Charge solution into absorption unit.
 - 7. Perform Eddy Current Test
- 7.8.2 Maintenance and Inspection of all Air Conditioning Equipment, Air Handlers, RTU's, Liebert Units, Heat Pumps, Boilers, Geo-Thermal systems (including heat pumps), Split Systems, except Chiller Units:
 - 7.8.2.1 <u>Start-up Inspections (April)</u>:
 - a. Inform Kean University of:
 - 1. Upon arrival, any abnormalities or conditions which might negatively affect the operation of the equipment.
 - 2. Upon departure, machine conditions are operation.
 - b. Boilers (Inspect/check all items must be to OEM spec: August)
 - 1. Gas Pressure
 - 2. Safeties-test for proper operation
 - 3. Flame sensors and ignitors must be operation or replaced during this check per OEM spec
 - 4. Combustion Chamber
 - 5. Burner-clean and adjust per OEM spec
 - 6. Adjustments to Temperatures as required by OEM
 - 7. Rod./Clean/Punch tubes on required boilers annually
 - 8. Check pumps/motors for operation, provide electrical report to University
 - 9. Heat Exchangers-check for compromised tubes, operation, flush and clean annually
 - 10. Flush boilers annually

- 11. Check flues for damage/proper operation
- 12. Power Supplies.
- 13. Motor amperages:
 - A/C Compressor.
 - Condenser pumps.
 - Heat Pumps
 - Split Systems
 - Fans.
- 14. Operating temperatures.
- 15. Refrigerant charges.
- 16. Moisture indicators.
- 17. Insect, exercise, and repair as needed damper systems-Outside Air, Return, Exhaust Barometric Damper
- 18. Sight glasses.
- 19. Condensers.
- 20. Evaporators.
- 21. Oil color and levels.
- 22. Drive belts.
- 23. Starters.
- 24. Super heat and adjustments (record and submit report).
- 25. Hot gas-bypass controls.
- 26. Head pressures.
- 27. Safety controls/operating controls and adjustments.
- 28. Pump downs of compressors.
- 29. Leak back of discharge valves.
- 30. Couplings.
- 31. Unloaders (W/A).
- 32. Leak check entire units.
- 33. Inspect all auxiliary equipment for proper operation.
- 34. Charge units as specified by manufacturer with oil as required.
- c. Replace, at no cost to the University:
 - 1. Bearing grease as specified by manufacturer.
 - 2. Water pump grease.
 - Drive belts: all equipment under this section.
 - 3. Refrigerant filters.
 - 4. ALL REFRIGERANT SHALL BE INCLUDED IN CONTRACT AT NO EXTRA CHARGE TO THE UNIVERSITY.
 - 5. Refrigerant reclamation, recycling, testing, and/or piping replacement shall be included in the contract at no extra charge to the University.

- 6. Clean condensate drip pans and drains.
- 7. Clean all condenser coils at start up, evaporator coils as needed
- 7.8.2.2 <u>Preventive Maintenance (PM)</u>: Perform operating inspections within the first two weeks of June, August, and September(Air Handlers first two weeks of first month of every quarter):
 - a. PM inspections are the same as for start up.
 - Inspect cooling towers, fans, motors, belts, and circulation of chilled and condenser water systems. Lubricate fan and motor bearings. Cooling tower gear box oil, test and change as required. Change drive belts as needed.
 - c. Clean Condenser coils as needed 1x within this time period
 - d. Insect, exercise and repair as needed damper systems-Outside Air, Return, Exhaust Barometric Damper

7.8.2.3 Winter Shutdown Inspections (October):

- a. Shutdown inspections are the same as for start up.
- b. Pump down compressors and store refrigerant in receivers where possible.
- c. Disengage power to systems.
- d. Vendor shall inform customer of conditions that exist with air conditioning equipment and auxiliaries and shall repair within 60 days.

7.8.3 Reclamation and Recycling:

- 7.8.3.1 Kean University has numerous window air conditioning units, refrigerators, freezers, etc. Although it is not required of the Vendor to service or maintain these units, it is required of the Vendor to do the following:
 - a. Reclaim and recycle the refrigerant in accordance with law from any units condemned by Kean University personnel. Typically, these units will be placed in a central location for easy access of Vendor personnel.
 - b. Label each unit with a sticker, or other suitable tag, that the refrigerant has been evacuated/reclaimed.
 - c. Provide Kean University with a Refrigerant Reclamation Report for each unit.
 - d. Once the unit(s) has/have been evacuated and the refrigerant reclaimed, Kean University will dispose of the unit(s) properly.

- 7.8.3.2 <u>Air Conditioning Equipment Performance Levels</u>: All work shall be performed in accordance with the State of New Jersey Uniform Construction Code, and applicable industry standards, including the most stringent of the latest editions of the following referenced codes and standards, as they apply:
 - a. American National Standards Institute (ANSI).
 - b. American Society of Mechanical Engineers (ASME).
 - c. American Society of Testing Materials (ASTM).
 - d. Building Officials and Code Administrators (BOCA).
 - e. Sheet Metal and Air Conditioning Contractors National Association (SMACNA).
- 7.8.3.3 Preventive Maintenance: The Vendor shall provide regularly scheduled preventive maintenance services as specified for all air conditioning equipment included under the contract. This service shall include, but not be limited to, routine service, testing, examining, cleaning, adjusting, replacing filters, maintaining fluid levels, and lubricating all machines, motors, controller parts, and all auxiliary equipment. The Vendor shall schedule all maintenance visits with the University.
- 7.8.3.4 Full Service Repairs: Except as otherwise specified herein as "Extra Repair Services" and "Emergency HVAC Solutions", the Vendor shall perform all equipment repairs required to maintain all air conditioning equipment in normal and safe operating condition and in accordance with the performance levels specified herein. All cost associated with the full service repairs shall be included in the Vendor's lump sum prices in Attachment A.
- 7.8.3.5 Extra Repair Services: Repairs specifically excluded from the full service agreement shall be performed by the Vendor on an hourly labor rate basis, according to the Vendor's hourly labor rates. The Vendor shall provide an estimate of the cost and descriptive information as to the nature and need of the extra repair services. All extra repair services shall be approved in advance. The approval shall be in writing, by the University. The University reserves the right to bid separately any extra repair service and reserves the right

to purchase repair parts and materials from other sources for the Vendor's use.

- 7.8.3.6 <u>Emergency HVAC Solutions</u>: shall be approved in writing and costs incurred based on prices included in the Vendor's "Fee Proposal" in Attachment A.
- 7.8.3.7 Repair Services Response Time: The Vendor shall have the capability to provide repair services to the University on a twenty-four hour basis, 365 days per year. The Vendor shall provide a repair crew to the University within one (1) hour of notification by the University. The Vendor shall be able to provide sufficient personnel and stock parts in sufficient quantities to respond to multiple repair service calls at the same time. Continued failure on the part of the Vendor in providing repair services requested by the University may be considered Default. Unless otherwise warranted by extraordinary circumstances, the Vendor shall satisfactorily accomplish repairs in the same day of the call for service.

7.8.3.8 Work Schedule

All work shall normally be performed by the Vendor between 7:00 a.m. and 4:00 p.m. with one-half (1/2) hour for lunch except as noted elsewhere herein. The work schedule may be adjusted as agreed upon by the University and the Vendor. Vendor crew foreman must check in daily at the Campus Planning office with the HVAC director Daily with the work schedule.

Bidder shall submit with the Bid package three (3) extraordinary hourly rates for "extra repair services":

Straight Time:

For repair service calls and emergency callbacks, due to vandalism and acts of God during normal working hours.

Overtime:

For repair service calls and emergency callbacks, due to vandalism and acts of God, outside of normal working hours.

Holiday Time:

For repair service calls and emergency callbacks, due to vandalism and acts of God during official State holidays.

An *emergency callback* is defined as any circumstance which requires a technician to report to the site within two (2) hours after receipt of such request for service by telephone. Successful Vendor shall provide the University with names and telephone numbers of the persons to be contacted in case of an emergency.

7.8.3.9 <u>Time Paid</u>

Time paid for hourly labor rate work performed by Vendor personnel for "extra repair services" shall start upon arrival and sign-in at the designated check-in point at the Office of Facilities, and end upon sign-out. Time paid shall not include travel time, lunch breaks, and other non-work related breaks. Time shall be rounded to the nearest one-half (1/2) hour. A minimum of two (2) hours service shall be allowed for extra repair services performed outside the normal work schedule.

The Vendor shall be responsible for scheduling all maintenance calls and visits with the designated University representative.

7.8.3.10 Overtime

Overtime for "extra repair services" shall be paid for hourly labor work over forty (40) hours per week (week ending Friday), and Saturdays and Sundays, except when the work schedule has been changed in agreement with the University and the Vendor. The overtime rate shall be included in the Fee Proposal Form (see Attachment A) and submitted with the bid package. All overtime work shall be approved in writing in advance by the University.

7.8.3.11 Daily Work Reports

The Vendor shall submit electronic reports to the University upon completion of all work at the end of each day for both "full service" and "extra repair services." The daily report may be provided on the Vendor's standard work report form, provided the standard form includes the following:

- a. Company Name and Employee Name(s).
- b. Time and Date of Service.
- c. Identification of and a description of all work performed, including type of work (replacement, repair, etc.). Type and quantity of all parts and materials used shall be identified.
- d. Certification that all work was performed in accordance with contract requirements.
- e. Signature of Senior Employee performing work.
- f. Identification of all deficiencies, failures or malfunctions discovered during service and list of recommended repair work.
- g. Labor hours expended and materials/parts used and/or installed.
- h. Recommendations for extra inspection and testing, if required.
- i. Vendor will be required to work with University in house work order system "School Dude"/"Brightly" or similar to track all Preventative Maintenance work orders and manage/update, work orders to stay at no less than 90% completion within due date.

7.8.3.12 Records

The Vendor shall maintain complete electronic records in files and maintain accurate records of all emergency callbacks, repairs, trouble calls and maintenance work, including labor records, materials replaced, parts replaced, all wiring and circuit changes, and all equipment modifications. Reports shall be submitted on a monthly basis until the completion of the work and acceptance by the University. The Vendor shall provide all records to the University within two (2) calendar days upon request, but never later than five (5) business days prior to submission of invoices to Accounts Payable.

7.8.3.13 **Spare Parts**

The Vendor shall provide a list of commonly needed spare parts for the use of the University to facilitate the future maintenance of the work performed under the contract.

7.8.3.14 <u>Drawings and Diagrams</u>

- a. Drawings and diagrams which are furnished either by the University or by the Vendor to facilitate the Vendor's work shall be maintained and revised by the Vendor periodically as changes occur. At the expiration of the contract, the Vendor shall turn over to the University three (3) copies of the drawings and diagrams, duly revised to date, covering the work performed under the contract. These drawings and diagrams shall faithfully represent the "as modified" condition existing at the expiration date.
- b. Any and all drawings and diagrams furnished to the Vendor by the University or drawings and diagrams prepared by the Vendor for work under the contract shall be considered the property of the University and shall be accessible to the University at all times, and be turned over to the University upon request.

7.8.3.15 Equipment, Wiring and Circuit Changes

The Vendor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design of the equipment unless changes are authorized in writing by the University. The Vendor shall submit proposed changes to the University for review and approval. This submission shall be in quadruplicate and it shall include complete and neatly prepared drawings and wiring diagrams as well as a complete description of the proposed changes. submitting the proposal to the University, the Vendor shall, at Vendor's own cost and expense, have obtained comments from the original equipment manufacturer as well as the Department of Community Affairs, concerning the overall effect of such changes on If changes are made, Vendor shall provide the the system. University with as-built drawings. If required, drawings and specifications shall be authorized, signed and sealed by either an Architect or Engineer licensed in the State of New Jersey, at no additional cost to the University.

7.8.3.16 Maintenance Service Down Times

- a. Work performed under the contract shall provide and maintain a constant, high quality service to protect and safeguard the life and safety of students, faculty and staff.
- b. A record shall be maintained by the Vendor of non-emergency maintenance items in need of correction which comes to the Vendor's attention, and the Vendor shall provide this list of necessary action to the University representative during the Vendor's work.

7.8.3.17 Additional Responsibilities

- a. The University reserves the right to make inspections and tests as and when deemed advisable. If it is found that the work performed is deficient as specified in the contract, the Vendor will be notified of these deficiencies in writing, and it shall be the Vendor's responsibility to make the necessary corrections within seven (7) calendar days after receipt of such notice. In the event that the deficiencies have not been corrected within seven (7) calendar days, the University may employ another contractor to make the corrections at the original Vendor's expense. The University reserves the right to terminate the contract due to continued failure to make corrections as directed, pursuant to default.
- b. At the completion of the work, the University may make a thorough inspection of all work performed under the contract. At the conclusion of this inspection, the University shall give the Vendor written notice of any deficiencies found. The Vendor shall be responsible for correction of these deficiencies covered by the contract within fourteen (14) calendar days after receipt of such notice.
- c. At he request of the University, vendor may be required to provide temporary HVAC solution such as swamp coolers, temporary chillers/boilers.

7.9 General Terms and Conditions:

7.9.1 <u>General Requirements</u>: The specifications of the contract are intended to require the Vendor to provide for everything reasonably

necessary to accomplish the proper and complete finishing of the work. Any incidental material, and/or work not specified in the specifications which is, nevertheless, necessary for the true development thereof and reasonably inferable therefrom, shall be incorporated by the Vendor in the bid proposal, and the Vendor shall understand the same to be implied and required, and the Vendor shall perform all such work and furnish all such material as if particularly delineated or described therein. Should there be an obvious error or omission in the specifications, and if such error or omission was not requested, in writing, to be clarified via a bulletin/addendum, at least five (5) business days prior to Bid Opening Date, then it shall be the Vendor's responsibility to complete the work as reasonably required, consistent with the intent of such specification and as may be interpreted by the Director of Purchasing, should there be a need for interpretation after Bid Opening Date.

The Vendor shall abide by and comply with the true intent and meaning of the specifications and other Contract Documents taken as a whole, and shall not avail him/herself of any unintentional error or omission, should any exist. Should any error, omission or discrepancy appear, or should any doubt exist, or any dispute arise as to the true intent and meaning of the specifications or other Contract Documents, or should any portion thereof be obscure, or capable of more than one interpretation, the Vendor shall immediately notify the Director of Purchasing, through the University representative, and seek corrections or interpretation thereof prior to commencement of affected work. The Director shall issue a written interpretation with reasonable promptness. However, the Vendor shall make no claim against the University for expenses incurred or damages sustained on account of any error, discrepancy, omission or conflict in the Contract Documents unless, and only to the extent that, the Vendor has submitted a written request for interpretation, clarification, or correction to the University representative and such written request has been received by the University representative at least five (5) business days prior to the Bid Opening Date, provided further that such claim shall only be recognized by the University if the matter raised by the written request has not been addressed by the University through the issuance of a bulletin/addendum interpreting, clarifying, and/or correcting such error, discrepancy, omission, or conflict. Vendor's written requests for interpretation, clarification, or correction shall not be recognized by the University if such request is received by the University representative later than five (5) business days prior to Bid Opening Date. Reliance on the

- U.S. mail service or any other carrier service shall be at the Vendor's risk. In case of dispute, the matter shall be referred to the Director of Purchasing for decision.
- 7.9.2 <u>Clarification of Terms</u>: If any prospective Vendor has questions about the specifications or other solicitation documents, the prospective Vendor shall contact, in writing, the designated University representative whose name appears on this specification no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the University.
- 7.9.3 Payment: The University will authorize payment to the Vendor after providing satisfactory service and receipt of the Vendor's correct invoice for services rendered. Payment for "full service" work included in the contract will be made upon completion of the services and submission of the Vendor's invoice, based on the lump sum rates as bid. Payment for "extra repair services" will be made for each separate occurrence upon completion of the work and submission of the Vendor's invoice.

Invoices shall be submitted within one (1) week after performance of work, and shall show the contract number, purchase order number, and work order number. Invoices shall be broken down by contract personnel classifications, and must correspond with contract prices. Invoices shall be submitted as specified.

- 7.9.4 Qualifications of Vendors: Vendors must be qualified by and under the provisions of the New Jersey State Construction Code. The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the work/furnish the item(s) and the Vendor shall furnish to the University all such information and data for this purpose as may be requested. The University reserves the right to inspect Vendor's physical facilities prior to award of contract to satisfy questions regarding the Vendor's capabilities to successfully perform the work. The University further reserves the right to reject any bid if the evidence submitted by, or investigations thereof, such Vendor fails to satisfy the University that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- 7.9.5 <u>Testing and Inspection</u>: The University reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

- 7.9.6 <u>Default</u>: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, after due oral or written notice, may procure them from other sources and hold the Vendor responsible for any additional purchase expenses and/or administrative costs. This remedy shall be in addition to any other remedies which the University may have, as afforded by State Law.
- 7.9.7 Use of Brands: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Vendors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the University, in its sole discretion, determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Vendor is responsible to clearly and specifically indicate the product being offered meets or exceeds the requirements of the solicitation specification. This is required even if offering the exact brand, make or manufacturer specified. Only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Vendor clearly indicates in its bid that the product offered is an "equal" or better product, such bid will be considered to offer the brand name product referenced in the solicitation/specification.
- 7.9.8 <u>Transportation and Packaging</u>: By submitting the bid, the Vendor certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- 7.9.9 Review of Contract: The Vendor has the duty and warrants and represents that he/she has thoroughly examined and is familiar with all the Contract Documents, including but not limited to, the complete set of Drawings (if applicable) and Specifications; that from his/her own investigations he/she has satisfied him/herself as to the nature and location of the work, the current local equipment, labor and material conditions, and all matters which in any way affect the work or its performance. The Vendor is responsible to check and verify all conditions inside and outside the facilities and sites under the contract to determine whether any conflict exists with the work he/she is required to perform under the contract. The submission of a bid is conclusive evidence that the Vendor has made such

examination and is fully aware of the conditions to be encountered in performing the work including any subsurface condition which would be ascertained by due diligence and as to the requirements of the Contract Documents. This includes a check on utility connections and other site data pertinent to the work under the contract. The Vendor is advised to ascertain for him/herself all the facts concerning the location of utilities. The Vendor shall carry out the work carefully and skillfully and shall support and secure utility structures so as to avoid damage to them. It is understood and agreed that the Vendor has considered in his/her bid all of the permanent and temporary utility facilities in their present and/or relocated positions as revealed by his/her site investigation, is cognizant of the limited ability of the University to control the actions of the utilities and in his/her bid has made allowance for the fact that additional compensation will not be allowed for any delays, inconvenience or damage sustained by him/her due to any interference from the said utility facilities. As a result of such examination and investigation, the Vendor warrants and represents that he/she fully understands the intent and purpose of the Contract Documents and his/her obligations thereunder and that he/she accepts responsibility for and is prepared to execute and fulfill completely, by way of his/her full maintenance services, the intent of the contract, without exception and without reservation, at the price stated in the proposal form.

Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for all labor, supervision, equipment, materials, tools, equipment off/on-site, facilities and machinery, transportation and other facilities and services necessary for the proper execution and completion of the work.

The Vendor shall at all times enforce strict discipline and good order among his/her employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him/her.

He/she also shall be responsible to insure that all principles of safety are carried out in accordance with applicable rules and regulations.

7.9.10 <u>Responsibility for the Work</u>: The Vendor shall be responsible to the University, and to other contractors that may be under contract with the University, for the acts and omissions of his/her employees, subcontractors and their agents and employees, which injure, damage, or delay such other contractors in the performance of their work. This responsibility is not limited by applicable provisions stated elsewhere herein, but is in conjunction with, and related thereto.

The Vendor shall defend, protect, indemnify and save harmless the University from all claims, suits, actions, damages and costs of every name and description arising out of, or resulting from, the performance of his/her work under the contract. This responsibility is not limited by the provisions of other indemnification provisions included elsewhere herein.

In order to protect the lives and health of his/her employees, the Vendor shall comply with all applicable statutes and pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising under the contract. The Vendor alone shall be responsible for the safety, efficiency and adequacy of his/her plant, appliances and methods, and for any construction, maintenance or operation.

7.9.11 <u>Rules-Laws-Regulations</u>: All work to be performed under the contract shall be done in accordance with the New Jersey Uniform Construction Code. No work requiring inspections and approval of construction code officials is to be covered or enclosed prior to inspection and approval by appropriate code enforcement officials.

The work under the contract is exempt from local (municipal) ordinances, codes and regulations as related to buildings and the site on which buildings are located, except where the Vendor's work could adversely affect adjacent property, public sidewalks and/or streets. The Vendor shall coordinate his/her activities with municipal and/or highway authorities having appropriate jurisdiction.

It is the Vendor's responsibility to request, in a timely manner, inspections by all regulatory agencies having jurisdiction over the project. The Vendor shall notify the University representative at least five (5) days prior to inspection dates.

The Vendor shall be responsible to save harmless the University from all fines, penalties or losses incurred for, or by reason of, the violation of any regulation or law of the State or Federal Government while the Vendor is in process of performing his/her work.

The Vendor shall comply with the Federal Occupational Safety and Health Act of 1970, and of all the rules and regulations promulgated

there under and the New Jersey Worker and Community Right To Know Act (PL 1983 C.315, N.J.S.A. 34:5A-1, et seq.).

If as a result of a finding, by an appropriate Finder of Fact, it is established that the Vendor caused a substantial violation of a Federal, State or local statute or regulation while under contract with the University, the University may declare the Vendor to be in default.

7.9.12 <u>Superintendence by Vendor</u>:

- 7.9.12.1 The Vendor shall be responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract except where otherwise specified in the Contract Documents.
- 7.9.12.2 The Vendor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

7.9.13 Warranty of Materials and Workmanship

- 7.9.13.1 The Vendor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, first class, and in accordance with applicable UCC requirements. The Vendor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective.
- 7.9.13.2 Neither the Final Certificate of Payment, nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the University shall constitute an acceptance of work not done in accordance with the Contract Documents. Nor shall it relieve the Vendor of liability with respect to any expressed or implied warranties or responsibilities for faulty materials or workmanship. The University will give notice of observed defects with reasonable promptness.

- 7.9.13.3 This warranty of materials and workmanship is separate, independent from, and in addition to manufacturer's standard warranties and any other guarantees in the contract.
- 7.9.13.4 Vendor shall provide guaranties for all labor and materials furnished under the contract, for a period of two (2) years from date of final acceptance by the University, unless more restrictive requirements are specified elsewhere in the specifications section. The Vendor shall, within a reasonable time, after written notice thereof, repair, replace, and make good, at Vendor's expense, all defects in workmanship and materials.
- 7.9.14 <u>Use of Premises and Removal of Debris</u>: The Vendor expressly undertakes, either directly or through its subcontractor(s):
 - 7.9.14.1 To perform the contract in such a manner as not to interrupt or interfere with the operation of existing University activities and functions on the premises or at the location of the work.
 - 7.9.14.2 To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not duly interfere with the progress of its work or the activities, functions, and work of the University or any other contractor.
 - 7.9.14.3 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - 7.9.14.4 To effect all cutting, filling, or patching of its work required to make the same conform to the work order requirements and/or the plans and specifications, and except with the consent of the University representative, not to cut or otherwise alter the work of any other contractor. The Vendor shall not damage or endanger any portion of the work by cutting, patching, or otherwise altering any work, or by excavation. No structural member shall be cut without approval from the University architect.
 - 7.9.14.5 To clean up frequently to a broom swept condition at end of every work day all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance.

7.9.15 Protections of Persons and Property:

- 7.9.15.1 The Vendor is expressly responsible for, both directly and through its subcontractor(s), taking every precaution at all times for the protection of persons and property, including University students, employees, and property, as well as its own employees and subcontractor(s).
- 7.9.15.2 The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- 7.9.15.3 The Vendor shall continuously maintain adequate protection of all work from damage and shall protect the University's property from damage or loss arising in connection with the contract. The Vendor shall make good any such damage, injury, or loss. The Vendor shall adequately protect adjacent property as provided by law and as required by site-specific conditions and the Contract Documents. and shall provide and maintain passageways, barricades, guard fences, lights, and other facilities for protection required by the University and public authority having jurisdiction over the work, and local conditions.
- 7.9.15.4 In an emergency affecting the safety or life of building occupants and individuals, or of the work, or of adjoining property, the Vendor, without special instruction or authorization from the University, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury. Also, should the Vendor in order to prevent threatened loss or injury, be instructed or authorized to act by the University, he/she shall so act, without appeal. Any additional compensation or extension of time claimed by the Vendor on account of any emergency work shall be determined as provided in the contract.

7.9.16 <u>University's Right to Terminate the Contract</u>:

7.9.16.1 If the Vendor should be adjudged a bankrupt, or if he/she should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed on account of his/her insolvency, the University may terminate the contract. If the Vendor should persistently or repeatedly refuse or should fail, except in cases for which extension of

time is provided, to supply enough properly skilled workers or proper materials, or if he/she should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, and instructions of the University, or otherwise be in substantial violation of any provision of the contract, then the University may terminate the contract.

- 7.9.16.2 Prior to termination of the contract, the University shall give the Vendor thirty (30) calendar days' written notice. Upon termination of the contract, the University shall take possession of the premises and all materials, tools, and appliances thereon and finish the work by whatever method the University may deem expedient. In such case, the Vendor shall not be entitled to receive further payment. If the expense of finishing the work shall exceed the unpaid balance of the contract price and/or work order, the Vendor and/or his surety shall pay the difference to the University.
- 7.9.16.3 Termination of the contract under this section is without prejudice to any other right or remedy to the University.

7.10 Special Terms and Conditions

- 7.10.1 <u>Asbestos</u>: Whenever and wherever during the course of performing any work under the contract, the Vendor discovers the presence of asbestos or suspects the presence of asbestos, he/she shall stop the work immediately, secure the area, notify the University and await positive identification of the suspect material. During the downtime in such a case, the Vendor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Vendor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Vendor but without additional compensation due to the time extension.
- 7.10.2 <u>Drug Free Workplace</u>: The Vendor acknowledges and certifies that it understands that the following acts by the Vendor, its employees, and/or agents performing services on State property are prohibited:
 - a. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - b. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Vendor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the University in addition to any criminal penalties that may result from such conduct.

7.10.3 <u>Independent Contractor</u>: The Vendor shall not be an employee of the University, but shall be an independent contractor.

Nothing in the contract shall be construed as authority for the Vendor to make commitments which shall bind the University or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

7.10.4 <u>Inspection of Job Sites</u>: By submitting his/her bid, the Vendor certifies that he/she has inspected the job sites and has become fully aware of all pre-existing conditions pertaining to the contract and is aware of the conditions under which the work must be accomplished. Claims, as a result of a failure to inspect the job sites, will not be considered by the University.

Bid proposals based upon the contract, Specifications, General Terms and Conditions, Special Terms and Conditions and Supplementary Conditions and Bulletins, shall be deemed as having been made by the Vendor with full knowledge of the conditions therein.

Vendors are required to visit the site prior to submitting proposals for the work herein described, and to have thoroughly examined the conditions under which the contract is to be executed including those reasonably observable conditions of the premises which would hinder, delay, or otherwise affect the performance of the Vendor required under the terms of the contract. The University will not allow claims for additional costs as a result of the Vendor's failure to become aware of the reasonably observable conditions affecting his/her required performance. The Vendor is required to make appropriate allowances in the preparation of his/her bid for the accommodation of such conditions. By submitting a bid proposal, Vendor warrants that the Vendor is familiar with conditions existing at the site at the time the bid is submitted. Vendors are advised that no claim for expenses incurred, or damages sustained on account of any error, discrepancy, omissions, or conflict in the Contract Documents shall be recognized by the University, unless written request for interpretation, clarification, or correction has been submitted by the Vendor prior to bid due date.

- 7.10.5 <u>Materials Containing Asbestos</u>: The Vendor shall not incorporate any materials into the work containing asbestos or any material known by the Vendor to contain a substance known to be hazardous to health when the building is occupied. If the Vendor becomes aware that a material required by the specifications contains asbestos, it shall notify the University immediately and shall take no further steps to acquire or install any such material without first obtaining the University's approval.
- 7.10.6 Quantities: Quantities set forth in this solicitation are estimates only, and the Vendor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

7.10.7 Safety and Security:

7.10.7.1 Safety: All Vendors working on the Kean University campus must maintain an adequate safety program to insure the safety of Vendor employees, Subcontractor employees, and all other individuals working under the contract. The State and Federal Occupational Safety and Health Act provides for safety and health protection for employees on the job. The Vendor is required to comply with all applicable Occupational Safety and Health Act standards. In addition, the Vendor must also provide the University with a written safety program that he/she intends to follow in pursuing work under the contract. No work under the contract will be permitted until the University is assured that the Vendor has an adequate safety program in effect.

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He/she shall designate a responsible member of his/her organization whose duty shall be the prevention of accidents.

The Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- a. Every employee on the work and all other persons who may be affected thereby;
- b. All the work and all materials and equipment to be incorporated therein, whether in storage on University property, or off the site, under the care, custody, or control

- of the Vendor or any of his/her Subcontractors or Sub-subcontractors; and
- c. Other property at the site or adjacent thereto, including but not necessarily limited to structures, utilities, equipment, furnishings, etc.
- 7.10.7.2 The Vendor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- 7.10.7.3 The Vendor shall erect and maintain, whenever directed by the University and as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection of public life and health, including rails, barricades, night lights, the posting of danger signs, and other warnings against hazards. The Vendor shall be responsible for promulgating safety regulations, notifying the University and other users of adjacent facilities, and implementing other means of protection against accidental injury or damage to persons and property. Adequate safeguards for safety and protection of visually-impaired persons shall be provided by the Vendor.
 - a. <u>Security</u>: In view of heightened security concerns, the University has a campus security procedure applicable to all contractors and Vendors supervised by the Office of Facilities. Contractors and Vendors are required to register all employees working on campus, including employees of Subcontractors and suppliers. Employees shall be required to wear identification badges issued by the Vendor at all times while on University premises. As new or additional employees are assigned to work on University premises, Contractors/Vendors shall be required to provide ID badged for each employee prior to start of work on campus.
 - b. Individuals making deliveries for Contractors/Vendors shall be required to check in at the Office of Facilities, Room M-122, Facilities Building. The Vendor will advise all suppliers and Subcontractors accordingly, as no one shall be allowed on campus without adherence to the established security protocols.
 - c. The Office of Facilities reserves the right to deny access to the campus to any individual who fails to present the required documentation. Again, individuals/employees not

wearing identification badges will not be allowed to work on campus.

7.10.8 <u>Subcontractors</u>: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish the University the names, qualifications and experience of their proposed subcontractors. The Vendor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.

The Vendor shall, within thirty (30) days after award of contract, notify the University representative, in writing, of the names of subcontractors, other than those required to be listed in the bid, proposed to perform the principle parts of the work and of such others as the University may direct, and shall not employ any subcontractor without prior written approval of the University, or any that the University may, within reasonable time, reject. Failure of the University to reply within fifteen (15) business days of receipt of such names shall constitute notice of approval.

If the University has reasonable objection to any such proposed subcontractors, person or firm, the Vendor shall substitute another subcontractor to which the University has no reasonable objection. Under no circumstances shall the University be obligated for additional cost due to such substitution.

The Vendor shall make no substitution for any subcontractor, person or firm previously selected and approved, without written notification to the University and receipt of written approval for such substitution.

The Vendor acknowledges his/her full responsibility to the University for the acts and omissions of his/her subcontractors, and of persons and firms directly or indirectly employed by the Vendor, equally to the extent that he/she is responsible for the acts and omissions of subcontractors, persons and firms directly or indirectly employed by the Vendor, him/her and the Vendor acknowledges he/she remains fully responsible for the proper performance of his/her contract, irrespective of whether work is performed by his/her own forces or Subcontractors engaged by him/her.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the University.

By an appropriate agreement, written where legally required for validity, the Vendor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Vendor by the terms of the Contract Documents, and to assume toward the Vendor all the obligations and responsibilities which the Vendor, by these Contract Documents, assumes toward the University.

Where appropriate, the Vendor shall require each subcontractor to enter into similar agreement with his sub-subcontractors.

The Vendor, and all subcontractors agree, that in the employment of both skilled and unskilled labor, preference shall be given to residents of the State of New Jersey, if such labor force is available.

Approval by the University of a subcontractor or material supplier shall not relieve the Vendor or the subcontractor or material supplier of the responsibility of complying with all provisions of the Contract Documents. The approval of a subcontractor does not imply approval of any material, equipment or supplier.

- 7.10.9 <u>Use of Premises</u>: The Vendor shall perform his/her work so as not to interfere with other activities and work being performed in the area. Any interruptions of any type of service shall be coordinated with the University representative ahead of time. The Vendor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.
- 7.10.10 <u>Work Site Damages</u>: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the Vendor's expense.

7.10.11 Estimates for Work:

- 7.10.11.1 Upon request by the University, the Vendor shall prepare and submit a written estimate required to perform repair/replacement services specified under the contract. This work may then be performed only with the University's written authorization. Invoices submitted by the Vendor for work performed shall be itemized by each billable contract unit and the total dollar amount(s) of the invoice(s) submitted shall not exceed the Vendor's written estimate.
- 7.10.11.2 The University reserves the right to make or obtain other estimates prior to authorizing the Vendor to proceed in order to

comply with the requirements of State regulations to determine price reasonableness. If the estimate is considered not to be reasonable, the Vendor will be asked to review his/her estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to obtain the work from another source.

7.11 Personnel Qualifications

- 7.11.1 The Vendor shall use only skilled, competent, trained personnel having the minimum experience specified hereunder. The Vendor shall, upon request by Kean University, provide evidence of qualifications for Vendor personnel performing work under the contract. Kean University reserves the right, in its sole discretion, to reject Vendor personnel determined to be unqualified or otherwise unable to perform the work specified herein. In addition, all personnel that operate equipment that require driving on campus shall possess a valid New Jersey Driver's License and CDL license, if required. Upon request, Vendor shall provide documentation to Kean University evidencing that Vendor's employees possess the required drivers' licenses. All personnel or agents of the Vendor must observe all regulations in effect at the University regarding vehicle speed limits, parking, and restricted areas.
- 7.11.2 If, due to the fault or neglect of the Vendor, his agents, or employees, any Kean University property, equipment, stock, or supplies are lost or damaged during performance of the contract, the Vendor shall be responsible for such loss or damage and Kean University, at its sole option, may either require the Vendor to repair or replace all damaged property.
- 7.11.3 All personnel shall observe all rules and regulations in effect at Kean University governing safety and personal conduct. Vendor employees shall be subject to control of the University, but under no circumstances, shall such persons be deemed employees of the University. Vendor personnel shall not represent themselves or be considered as employees of Kean University or the State of New Jersey.
- 7.11.4 Prior to the execution of the contract, the successful Vendor must conduct criminal background checks for each of its employees that will be performing work on the University's

campuses, prior to working at Kean University. Background checks must go as far back as permitted by law.

8.0 PROPOSAL FORMAT AND CONTENT

8.1 General

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

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

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

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

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

9.0 <u>VENDOR DATA SHEET(S) – MUST BE COMPLETED BY VENDOR</u>

9.1	Vendor must provide information requested below, preferably using this format. If additional space is needed, Vendor should use identical format.					
9.2	References will be contacted by Kean University.					
9.3	The number of years of experience the firm has provided HVAC Maintenance and Repair Services					
9.4	Indicate the number of calendar days required, after notification of intent to award, to assume all contractual duties and responsibilities.					
9.5	List on the following sheets the names and other required information on the following corporate level management and support personnel required to be assigned to this contract. If the firm does not use these designations, indicate equivalent:					
	Vice President in Charge of this Account.					
	Regional Manager in Charge of this Account.					
District Manager in Charge of this Account.						
	9.5.1 <u>VICE PRESIDENT IN CHARGE OF ACCOUNT</u>					
	NAME:					
	EMAIL & PHONE NO.:					
	YEARS EMPLOYED BY YOUR FIRM:					
	CURRENT POSITION:					
	EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):					
	OTHER EMPLOYMENT DATA:					

BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES AT KEAN UNIVERSITY:
EDUCATION AND TRAINING:
REFERENCES WITH PHONE NUMBERS / EMAIL ADDRESSES:
9.5.2 REGIONAL MANAGER IN CHARGE OF ACCOUNT NAME:
EMAIL & PHONE NO.:
YEARS EMPLOYED BY YOUR FIRM:
CURRENT POSITION:
EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):
OTHER EMPLOYMENT DATA:
BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES AT KEAN UNIVERSITY:

EDUCATION AND TRAINING:
REFERENCES WITH PHONE NUMBERS / EMAIL ADDRESSES:
9.5.3 <u>DISTRICT MANAGER IN CHARGE OF ACCOUNT</u>
NAME:
EMAIL & PHONE NO.:
YEARS EMPLOYED BY YOUR FIRM:
CURRENT POSITION:
EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):
OTHER EMPLOYMENT DATA:
BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES AT KEAN UNIVERSITY:
EDUCATION AND TRAINING:

	your	ow a comprehensive list of three (3) college/university accounts firm now services along with the required information of each
9.6.1	(1)	Name of Account:
	(2)	Address:
	(3)	How long has your agency provided HVAC maintenance and repair services to the above account?
	(4)	List name, email, and phone number of individual at college/university we can contact for a reference check.
		Contact Name:
		Title:
		Phone Number:
		E-mail:
9.6.2	(1)	Name of Account:
	(2)	Address:
	(3)	How long has your agency provided HVAC maintenance and repair services to the above account?
	(4)	List name, email, and phone number of individual at college/university we can contact for a reference check.
		Contact Name:
		Title:

			Phone Number:			
			E-mail:			
	9.6.3	(1)	Name of Account:			
		(2)	Address:			
		(3)	How long has your agency provided HVAC maintenance and repair services to the above account?			
		(4)	List name, email, and phone number of individual at college/university we can contact for a reference check.			
			Contact Name:			
			Title:			
			Phone Number:			
			E-mail:			
9.7	Provide below a comprehensive list of all accounts you have lost during last three (3) years along with the required information.					
	9.7.1	(1)	Name of Account:			
		(2)	Address:			
		(3)	Brief explanation as to why account was lost or not renewed:			
		(4)	Name, email, and phone number of individual we can			
			contact for a reference check.			
			Name:			

		Email:
		Phone Number:
9.7.2	(1)	Name of Account:
	(2)	Address:
	(3)	Brief explanation as to why account was lost or not renewed:
	(4)	Name, email, and phone number of individual we can contact for a reference check.
		Name:
		Email:
		Phone Number:
9.7.3	(1)	Name of Account:
	(2)	Address:
	(3)	Brief explanation as to why account was lost or not renewed:
	(4)	Name, email, and phone number of individual we can contact for a reference check.

	Name:
	Email:
	Phone Number:
9.8	Provide location of Vendor's office that will be responsible for managing this contract.
	NAME:ADDRESS:
9.9	Organizational Chart
	Vendor must furnish an organizational chart of the firm's management organization structure.
9.10	Provide name of the insurance company from which Vendor intends to purchase the insurance set forth in Section 4.4 of the RFP, including a person to contact at this firm:
	NAME OF INSURANCE COMPANY:
9.11	Ongoing Litigation
	Vendor shall provide a detailed description of any investigations or litigation involving any public sector clients during the past five (5) years, including administrative complaints or other administrative proceedings.

the date of inception, status, and, if applicable, disposition.

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,

9.12 <u>Technical Proposal</u>

Vendor must indicate on the following page(s) the Vendor's service plan f Kean University HVAC maintenance and repair services. Use more shee if necessary.

9.13 <u>Transition Plan</u>

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

- a. The identification of the critical issues for the project to be successful and/or ensuring continuity of service to the University.
- b. Description of how operation will be designed/fashioned to meet Kean's objectives stated in the project description.

Kean University HVAC Maintenance and Repair Services Bid No. K24-3-13-2

FEE PROPOSAL FORM

	(Company Name)	
PRICING SCHEDULE: The Bidde the following rates:	r agrees to provide the full scope of	work and services described herein for
Bidder's Name:	Date:	
Authorized Signature:		
Print Name:		
Title:		

A. Full Service Preventive Maintenance (lump sum for full year including materials): In addition to the pricing chart below, for each group, bidder must supply a breakdown of labor hours per calendar month that will be used to execute the work. This breakdown will be used to support the work tickets that are sent to record all work outlined above.

	Original Contract	First Extension	Second Extension	Third Extension
Group #1 Residence Life	\$	\$	\$	\$
Group #2 Cougar Hall	\$	\$	\$	\$
Group #3 Miron Student Center	\$	\$	\$	\$
Group #4 East Campus	\$	\$	\$	\$
Group #5 Main Campus	\$	\$	\$	\$
Group #6 Skylands Campus	\$	\$	\$	\$
Group #7 Princeton Campus	\$	\$	\$	\$
Grand Total	\$	\$	\$	\$

B. Extra Repair Service:

1. Personnel Classification:

a. Air Conditioning Technician

	Original Contract	First Extension	Second Extension	Third Extension
Straight Time	\$	\$	\$	\$
	/hr.	/hr.	/hr.	/hr.
Overtime	\$	\$	\$	\$
	/hr.	/hr.	/hr.	/hr.
Holiday	\$	\$	\$	\$
	/hr.	/hr.	/hr.	/hr.

b. Assistant Air Conditioning Technician

	Original Contract	First Extension	Second Extension	Third Extension
Straight Time				
	\$/hr.	\$/hr.	\$/hr.	\$/hr.
Overtime				
	\$/hr.	\$/hr.	\$/hr.	\$/hr.
Holiday				
	\$/hr.	\$/hr.	\$/hr.	\$/hr.

2. Materials Discount:

	Original	First	Second	Third
	Contract	Extension	Extension	Extension
% off published price list	%	%	%	%

In the event that Kean University requires extra repair services the Vendor will submit one (1) copy of published price list(s) for any materials or supplies to be used under this Contract before work begins.

C. <u>Emergency HVAC Solutions</u>

1. Temp Solution to include labor/setup/cables/piping/delivery (fuel not included)

	Original Contract	First Extension	Second Extension	Third Extension	
Swamp Cooler 1-5 Ton	\$/mo.	\$/mo.	\$/mo.	\$/mo.	
Temp Chiller up to 300 ton	\$/mo.	\$/mo.	\$/mo.	\$/mo.	
Temp Boiler up to 1 mil BTU	\$/mo.	\$/mo.	\$/mo.	\$/mo.	

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 proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for proposals. Upon receipt of written notice of the acceptance of the proposal, Vendor will execute the formal contract within ten (10) business days and deliver insurance certificates as per contract terms and conditions.
Pursuant to P.L. 2017, c. 95, please indicate whether the Vendor identifies as any of the following as defined in N.J.S.A. 52:32-19:
Minority-Owned Business Women-Owned Business Small Business Not Applicable
By signing and submitting this Fee Proposal Form, Vendor certifies and confirms that:

- 1. Vendor has read, understands, and agrees to all terms, conditions, and specifications set forth in Bid No. K24-3-13-2, including all terms and conditions for doing business with the State of New Jersey;
- 2. Vendor's failure to meet any terms and conditions of the proposal documents shall constitute a breach and may result in suspension or debarment from further State bidding;
- 3. A defaulting Vendor may also be liable, at the option of Kean, for the difference between the contract price and the price bid by an alternate vendor of the goods or services in addition to other remedies available; and

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

Respectfully submitted,	(Seal required if Proposal is by corporation)		
	(Name of Company)		
	(Print Name & Title)		
	(Authorized Signature)		
	(Address)		
	(City, State, Zip)		
Telephone Number:	Email Address:		
Date:			

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

END OF FEE PROPOSAL FORM

Attachment B

Kean University HVAC Maintenance and Repair Services Bid No. K24-3-13-2

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:

weighted points = .20
$$(4+5+4)$$
 = .87

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

Attachment B (cont.)

Kean University HVAC Maintenance and Repair Services Bid No. K24-3-13-2

VENDOR RATING SHEET

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

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

Attachment C

Kean University HVAC Maintenance and Repair Services Bid No. K24-3-13-2

BUILDING HVAC SYSTEMS INVENTORY

Residence Life

		RES or				
Building	Location	Campus	Manufacturer	Description	Model # Serial#	Notes
		•		Heating Hot		
Dougall		5-0		water		
Hall	Mechanical	RES	Mainstream	exchanger		
Dougall Hall	Mechanical	RES	Carrier®	(8) ton split system	38AK-012501; Serial # 4396G00213	
Hall	Wechanical	REG	Carnelo	System	30AIX-012301, Senai # 4390G00213	
				11 6 11 4		
				Heating Hot water		
Whiteman	Mechanical	Mechanical	Mainstream	exchanger		
				(8) ton split		
Whiteman	Mechanical	RES	Carrier®	system	38AK-012501; Serial # 4096G00123	
				(8) ton split		
Whiteman	Mechanical	RES	Carrier®	system	38AK-012501; Serial # 4096G00121	
.				Rotary		
Bartlett Hall	Penthouse	RES	Trane®	Liquid Chiller	RTUA125AYE01X3D1VFH; Serial # U02G05732	
	Fermouse	KLS	Halles		KTOATZSATEOTASDTVTTI, Seliai # 002903732	
Bartlett	Doof	DEC	F	Evaporative	ATC 400D: Covial # 004000 D4	
Hall	Roof	RES	Evapco®	Condenser	ATC-120B; Serial # 994606-P1	+
Bartlett Hall	Penthouse	RES	Trane®	AHU 1	MCCA014UB0B00000U	
		0	PENN BARRY	7		
Bartlett			POWER	Exhaust		
Hall	Roof	RES	VENTILATOR	Fan	FX16Q2, SERIAL G12NZ73338	
			PENN BARRY			
Bartlett Hall	Roof	RES	POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ06995	
Hall	Kooi	KLS	PENN BARRY	i ali	1 X13Q, SERIAL E 123200993	
Bartlett			POWER	Exhaust		
Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL E12JZ29836	
			PENN BARRY			
Bartlett	Doof	DEC	POWER	Exhaust	EVA20 CERIAL F40 (700000	
Hall	Roof	RES	VENTILATOR PENN BARRY	Fan	FX13Q, SERIAL E12JZ29838	+
Bartlett			POWER	Exhaust		
Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL E12JZ07003	
			PENN BARRY			
Bartlett	5 (5-0	POWER	Exhaust	EV. 00. 055141 E . 0 170700 .	
Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL E12JZ07004	
Bartlett			PENN BARRY POWER	Exhaust		
Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL E12JZ06994	
			PENN BARRY			
Bartlett			POWER	Exhaust		
Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL E12JZ07002	
Bartlett			PENN BARRY POWER	Exhaust		
Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL E12JZ06996	
		0	PENN BARRY	. 311		
Bartlett			POWER	Exhaust		
Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL E12JZ06998	

Devileti			PENN BARRY	Enhand		
Bartlett Hall	Roof	RES	POWER VENTILATOR	Exhaust Fan	FX13Q, N/A	
Dowtlott				Domestic		
Bartlett Hall	Penthouse	RES	Mainstream	Hot water exchanger		
				Heating Hot		
Bartlett Hall	Penthouse	RES	Mainstream	water exchanger		
Bartlett				Ĭ		
Hall Bartlett	Penthouse	RES	BALDOR®	Pump 1	JMM3311T, SERIAL NUMBER F023271200	
Hall	Penthouse	RES	BALDOR®	Pump 2	JMM3311T, SERIAL NUMBER F023271170	
Bartlett		550	- 0		MODEL	
Hall	Rooms	RES	Trane®	Fancoils	FCDB0201KADD0B40AC3M000002E0FE70A20000B0000	
				Rotary		
Burch				Liquid		
Hall	Penthouse	RES	Trane®	Chiller	RTUA125AYE01X3D1VFH; Serial # U02G05731	
Burch Hall	Roof	RES	Evapco®	Evaporative Condenser	LEVF-26310KA PTD311N SSS, SERIAL NUMBER MY18B007197	
Burch	Kooi	KLO	Lvapco®	Condenser	WIT 10D007 137	
Hall	Penthouse	RES	Trane®	AHU 1	MCCA014UB0B00000U SERIAL NUMBER K02F85286	
Б			PENN BARRY	. .		
Burch Hall	Roof	RES	POWER VENTILATOR	Exhaust Fan	FX16Q2, SERIAL G12NZ73337	
	7,722		PENN BARRY			
Burch Hall	Roof	RES	POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ29846	
Hall	TOOI	INLO	PENN BARRY	i ali	1 X13Q, OLIVIAL L123223040	
Burch	Doof	RES	POWER	Exhaust	EV420 CEDIAL E42 1720042	
Hall	Roof	RES	VENTILATOR PENN BARRY	Fan	FX13Q, SERIAL E12JZ29843	
Burch	Б. (DE0	POWER	Exhaust	EV400 05DIAL 540 1700047	
Hall	Roof	RES	VENTILATOR PENN BARRY	Fan	FX13Q, SERIAL E12JZ29847	
Burch			POWER	Exhaust		
Hall	Roof	RES	VENTILATOR PENN BARRY	Fan	FX13Q, SERIAL E12JZ06999	
Burch			POWER	Exhaust		
Hall	Roof	RES	VENTILATOR PENN BARRY	Fan	FX13Q, SERIAL E12JZ07000	
Burch			POWER	Exhaust		
Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL E12JZ29837	
Burch			PENN BARRY POWER	Exhaust		
Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL E12JZ29841	
Burch			PENN BARRY POWER	Exhaust		
Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL E12JZ29842	
Burch			PENN BARRY POWER	Exhaust		
Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL E12JZ29845	
Durah			PENN BARRY	Evb evet		
Burch Hall	Roof	RES	POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ29839	
			PENN BARRY			
Burch Hall	Roof	RES	POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ29835	
			PENN BARRY			
Burch Hall	Roof	RES	POWER VENTILATOR	Exhaust Fan	FX13Q, N/A	
i iail	11001	IVEO	VENTILATOR	Domestic	1 A 134, 14A	
Burch	Donthouse	DEC	Mainstraam	Hot water		
Hall	Penthouse	RES	Mainstream	exchanger		

Burch				Heating Hot water	
Hall	Penthouse	RES	Mainstream	exchanger	
Burch Hall	Penthouse	RES	BROOK MODEL 1AN	Pump 1	SERIAL NUMBER 5B60617
Burch Hall	Penthouse	RES	NIDEC MOTOR	Pump 2	MODEL CS29, SERIAL NUMBER
Burch Hall	Rooms	RES	Trane®	Fancoils	MODEL FCDB0201KADD0B40AC3M000002E0FE70A20000B0000
				D .	
Rogers Hall	Penthouse	RES	Trane®	Rotary Liquid Chiller	RTUA125AYE01X3D1VFH; Serial # U02G05730
Rogers Hall	Roof	RES	Evapco®	Evaporative Condenser	LEVF-26310KA PTD311N SSS, SERIAL NUMBER MY18B007199
Rogers Hall	Penthouse	RES	Trane®	AHU 1	MCCA014UB0B00000U SERIAL NUMBER K02F85268
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX16Q2, SERIAL G12NZ73337
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ29846
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ29843
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ29847
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ06999
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ07000
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ29837
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ29841
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ29842
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ29845
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ29839
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX13Q, SERIAL E12JZ29835
Rogers Hall	Roof	RES	PENN BARRY POWER VENTILATOR	Exhaust Fan	FX13Q, N/A
Rogers Hall	Penthouse	RES	Mainstream	Domestic Hot water exchanger	
Rogers Hall	Penthouse	RES	Mainstream	Heating Hot water exchanger	
Rogers Hall	Penthouse	RES	No Label	Pump 1	N/A
Rogers Hall	Penthouse	RES	MARATHON MOTOR	Pump 2	MODEL WVA213TTDWD16333AA M, CAT. NO. E168A

Rogers					MODEL	
Hall	Rooms	RES	Trane®	Fancoils	FCDB0201JABD0B20AC3M000002E0FG700022000A0000S	
				Rotary		
				Liquid		
Sozio Hall	Penthouse	RES	Trane®	Chiller	RTUA125AYE01X3D1VFH; Serial # U02G05733	
Sozio Hall	Roof	RES	Evapco®	Evaporative Condenser	LEVF-26310KA PTD311N SSS, SERIAL NUMBER MY18B007196	
Sozio Hall	Penthouse	RES	Trane®	AHU 1	MCCA014UB0B00000U SERIAL NUMBER K02F85274	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX16Q2, SERIAL G12NZ	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL F11AH33374	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL F11AH33372	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL F11AH33362	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL F11AH44081	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL F11AH44059	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL F11AH33361	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL F11AH33366	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL F11AH33382	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL F11AH44056	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL F11AH33364	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL F11AH33371	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan	FX13Q, SERIAL F11AH33380	
			PENN BARRY POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR PENN BARRY	Fan	FX13Q, SERIAL F11AH33363	
			POWER	Exhaust		
Sozio Hall	Roof	RES	VENTILATOR	Fan Domestic	FX13Q, N/A	
				Hot water		
Sozio Hall	Penthouse	RES	Mainstream	exchanger Heating Hot	-	
				water		
Sozio Hall	Penthouse	RES	Mainstream	exchanger		
Sozio Hall	Penthouse	RES	MARATHON MOTOR	Pump 1	MODEL WVA213TTDWD16333AA M, CAT. NO. E168A	
	2		2.21			
Sozio Hall	Penthouse	RES	BALDOR®	Pump 2	CAT. NO. JMM3311T, SERIAL NUMBER F023271185	

					MODEL	
Sozio Hall	Rooms	RES	Trane®	Fancoils	FCDB0201JABD0B20AC3M000002E0FG700022000A0000S	
New Upper	MER 2	RES	Carrier®	Centrifugal Chiller	Model# 19XRV6767437LCH64 Serial # 18632	
New				Absorbtion		
Upper New	MER 2	RES	Carrier®	Chiller Coolina	Model # 16JB061 Serial # JBJ1006	
Upper	Roof	RES	Marley®	Tower	A1-NC8311CG-08 Serial # 1000228-	
New Upper	Roof	RES	Marley®	Cooling Tower	A2-NC8311CG-08 Serial #1000228	
New			, ,		Model# 39MN14 Serial# 39MN14CL2440811SXQ-	
Upper	MER 2	RES	Carrier®	AHU-U1	0909U04444	
New Upper	MER 1	RES	Carrier®	AHU U2	Model# 39MN17 Serial# 39MN17CL2440911SXQ- 0909U4445	
New Upper	MER 1	RES	Carrier®	AHU U3	Model#	
New Upper	MER 1	RES	Carrier®	AHU U4	Model# 39MN50 Serial# 39MN50C010Y2214XGS- 0609U02988	
New				Chilled water pump		
Upper	MER 2	RES	Paco®	water pump 1	Serial# 197102616010 A	
New				Chilled water pump		
Upper	MER 2	RES	Paco®	2	Serial# 197102616010 B	
New				Chilled water pump		
Upper	MER 2	RES	Paco®	3	Serial# 197102616020 A	
New				Chilled water pump		
Upper	MER 2	RES	Paco®	4 Chilled	Serial# 197102616020 B	
New				water pump		
Upper	MER 2	RES	Paco®	5 Chilled	Serial# 197102616020C	
New	MEDIO	DEO	David	water pump	N/A	
Upper New	MER 2	RES	Paco®	6 Condensing	N/A	
Upper	MER 2	RES	Paco®	pump 1	Serial# 197102616030 A	
New Upper	MER 2	RES	Paco®	Condensing pump 2	Serial# 197102616040	
New Upper	MER 2	RES	Paco®	Condensing pump 3	Serial# 197102616030 B	
New	WILK Z		Facos	Domestic	Senai# 197 1020 10030 B	
Upper New	MER 2	RES	Mainstream	Hot Water 1 Domestic		
Upper	MER 2	RES	Mainstream	Hot Water 2		
New Upper	Rooms	RES	McQuay®	Fancoils		330 units
New						24
Upper New	Corridors	RES	McQuay®	Fancoils		units 30
Upper	Lobbys	RES	McQuay®	Fancoils		units
New						
Freshman	MER 3	RES	Carrier®	AHU F1		
New Freshman	MER 3	RES	Carrier®	AHU F2		
Now				Hot water		
New Freshman	MER 3	RES	Mainstream	Heat exchanger 1		
New				Hot water Heat		
Freshman	MER 3	RES	Mainstream	exchanger 2		

New Freshman	MER 3	RES	Bell&Gossett®	Hot Water Pump 1	Model# N/A Serial#C081875-02 B90	
New Freshman	MER 3	RES	Bell&Gossett®	Hot Water Pump 2	Model# N/A Serial#C081875-01 B90	
New Freshman	MER 3	RES	Mainstream	Domestic Hot Water 1		
New Freshman	MER 3	RES	Mainstream	Domestic Hot Water 2		
New Freshman	Rooms	RES	McQuay®	Fancoils		238 units
New Freshman	Corridors	RES	McQuay®	Fancoils		28 units
New Freshman	Lobbys	RES	McQuay®	Fancoils		14 units

Cougar Hall

Building	Location	RES or Campus	Manufacturer	Description	Model # Serial#	Notes
Cougar hall	Roof	RES	Aaon®	Rooftop	RN-020-3-0-EB09-389/ SN 201801BNGP66706	
Cougar hall	Roof	RES	Aaon®	Rooftop	RN-020-3-0-EB09-389/ SN 201801BNGP66707	
Cougar hall	Roof	RES	Aaon®	Rooftop	RN-020-3-0-EB09-389/ SN 201801BNGP66708	
Cougar hall	Dorm rooms	RES	Climatemaster®	Heat pump (dorm rooms)	TSM18ESASMLSBSC	156 units
Cougar hall	Common areas	RES	Climatemaster®	Heat pump (Common areas)	C3E0NAA00DFB0C	24 units
Cougar hall	Roof	RES	BAC®	Cooling Tower	BAC (Single cell tower) FXV-0806B-32D-L/ SN U176187608-01-01	Belt 3R- BOSS
Cougar hall	Penthouse	RES	Weil-McLain®	Boiler	Model SF750 Low pressure boiler	
Cougar hall	Penthouse	RES	Weil-McLain®	Boiler	Model SF750 Low pressure boiler	
Cougar hall	Penthouse	RES	Conquest®	Hot water heater	Aplex	
Cougar hall	Penthouse	RES	Conquest®	Hot water heater	Aplex	

Miron Student Center

Building	Location	RES or Campus	Manufacturer	Description	Model # Serial#	Notes
Miron Student Center	Roof	Campus	Rheem®	Split System	Model# RAKA-060JAZ Serial# 5721M529905826	
Miron Student Center	Roof	Campus	AAON®	Rooftop Unit Cougars Den	Model# RN-011-3-HAOA-3F9 Serial# 202307-ANGZ109456	
Miron Student Center	Roof	Campus	Mitsubishi®	Split System	M# MUYGE24NA S# 1005829T Evap; M# MSY-GE24NA S# 1005882T	
Miron Student Center	Roof	Campus	AAON®	AHU 1A	RNA-140-E-0-3-CABOA-JOES0 S?N 202309-AVWL00400	
Miron Student Center	Roof	Campus	AAON®	AHU 1B	RNA-050-D-0-3-CABOA-JOEQO S/N 202310-BNWW10415	
Miron Student Center	Roof	Campus	AAON®	AHU 2	RN-025-3-0-EB09-EJN S/N 202310- BNWR10411	

Miron Student Center	Roof	Campus	AAON®	AHU 3	RN-025-3-0-EB09-EJN S/N 202310- BNWR10413
Miron Student Center	Roof	Campus	AAON®	AHU 4 Kitchen	RNA-070-D-0-3-CABOA-JOESO S/N 202310-BNWY10416
Miron Student Center	Roof	Campus	AAON®	AHU 5	RN-015-3-0-KB09-EJK S/N 202310- ANWL10409
Miron Student Center	Roof	Campus	AAON®	AHU 6	RZA-090-B-0-3-CAD0A-KOER0 S/N 202309-BZWJ00046
Miron Student Center	Roof	Campus	AAON®	AHU 7	RN-020-3-0-GB05-EJL S/N 202310- BNWP10412
Miron Student Center	Roof	Campus	AAON®	AHU 8	RN-009-3-0-KB09-EJL S/N 202310- ANWQ10410
Miron Student Center	Mechanical	Campus	Aerco®	Boiler #1	BMK3000 S/N G-23-0064
Miron Student Center	Mechanical	Campus	Aerco®	Boiler #2	BMK3000 S/N G-23-0063
Miron Student Center	Mechanical	Campus	Aerco®	Boiler #3	BMK3000 S/N G-23-0062
Miron Student Center	Roof	Campus	Aerco®	ENERGY RECOVERY UNIT	RN-011-3-0-HA0A-3F9 S/N 202307- ANGZ109456
Miron Student Center	Roof	Campus	York®	Rooftop Unit # 1	ZJ120E36R4A5GCL6A3 S/N N2H3841627
Miron Student Center	Roof	Campus	Mitsubishi®	Split System	M# PUHY-P144TGMU-A M# 9YM00294, 9ZM00366, 9ZM00339, 9YM00318, 9ZM00336

East Campus

Building	Location	RES or Campus	Manufacturer	Description	Model # Serial#	Notes
Alumni House	Mechanical	Campus	York®	Split System	Model # A20803606A, Serial # MAVM017766	
Alumni House	Mechanical	Campus	York®	Split System	Model # A20803606A, Serial # MAVM 017769	
Cottage	Mechanical	Campus	Unitary Products®	Split System	Model # HABA-F048SD, Serial # WCGP073223	
Hynes Hall School of Business	Mechanical	Campus	Lochinvar®	Boiler 1		
Hynes Hall School of Business	Mechanical	Campus	Lochinvar®	Boiler 2		

Hynes Hall		I		I		
School of	Mechanical	Campus	AO Smith®	Hot water heater 1		
Hynes Hall School of Business	Mechanical	Campus	AO Smith®	Hot water heater 2		
Hynes Hall School of Business	Roof	Campus	Aaon®	Rooftop Unit # 1		
Hynes Hall School of Business	Roof	Campus	Aaon®	Rooftop Unit # 2		
Hynes Hall School of Business	Roof	Campus	Aaon®	Rooftop Unit # 3		
Hynes Hall School of Business	Roof	Campus	Aaon®	Rooftop Unit # 4		
University House	Mechanical	Campus	Lennox®	Split System	Model # HS26-024-5P, Serial # 5805C07669	
University House	Mechanical	Campus	Lennox®	Split System	Model # HS26-018-5P, Serial # 5805C15294	
University House	Mechanical	Campus	Unitary Products®	Split System	Model # HABA-F042SD, Serial # WFJM028013	
University House	Mechanical	Campus	Rheem®		Model # RAMA-018JAZ, Serial # 6084 M2898 16374	
University House	Mechanical	Campus	Mitsubishi®		Model # MUZ-A17NA, Serial # 6004539T	
University House	Mechanical	Campus	Mitsubishi®	Split System	Model # MUZ-A17NA, Serial # Unknown	
University House	Mechanical	Campus	Mitsubishi®	Split System	Model # MUZ-A12NA, Serial # Unknown	
University House	Mechanical	Campus	Mitsubishi®	Split System	Model # MUZ-A12NA, Serial # Unknown	
Main Building	Mechanical	Campus	Carrier®	Centrifugal Chiller	Model # 19XRV3232257BFS64; Serial # 74059	
Main Building	Mechanical	Campus	Carrier®	Centrifugal Chiller	Model # 19XRV3232257BFS64; Serial #74060	
Main Building	Mechanical	Campus	Carrier®	Centrifugal Chiller	Model # 19XRV3232257BFS64; Serial # 74061	
Main Building	Outdoors	Campus	Marley®	Cooling Towers 1	Serial # 815124-A3-NC8304BG-07	
Main Building	Outdoors	Campus	Marley®	Cooling Towers 2	Serial # 815124-A1-NC8304BG-07	
Main Building	Outdoors	Campus	Marley®	Cooling Towers 3	Serial # 815124-A2-NC8304BG-07	
Main Building	Mechanical	Campus	Carrier®	Air Handler 1		
Main Building	Mechanical	Campus	Carrier®	Air Handler 2		
	_					

Main Building	Mechanical	Campus	Carrier®	Air Handler 3		
Main Building	Mechanical	Campus	Carrier®	Air Handler 4		
Main Building	Mechanical	Campus	Carrier®	Air Handler 5		
Main Building	Mechanical	Campus	Carrier®	Air Handler 6		
Main Building	Mechanical	Campus	Carrier®	Make up Air Unit 1		
Main Building	Mechanical	Campus		Boiler 1		
Main Building	Mechanical	Campus		Boiler 2		
Main Building	Mechanical	Campus		Heat exchanger		
Main Building	Roof	Campus	Carrier®	Rooftop Unit # 1	Model # DPS004AHMY4DW, Serial #FBOU130900587	
Main Building	Roof	Campus	McQuay®	Rooftop Unit # 2	Model # DPS004AHMY4DW, Serial #FBOU130900579	
Main Building	Roof	Campus	McQuay®	Rooftop Unit # 3	Model # DPS004AHMY4DW, Serial #FBOU130900515	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 1	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 2	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 3	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 4	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 5	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 6	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 7	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 8	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 9	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 10	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 11	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 12	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 13	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 14	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 15	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 16	Model # GSX 160301FA	
Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 17	Model # GSX 160301FA	
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Faculty Housing	Outdoors	Campus	Goodman®	Condenser Unit 18	Model # GSX 160301FA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #1	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #2	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #3	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #4	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #5	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #6	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #7	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #8	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #9	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #10	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #11	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #12	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #13	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #14	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #15	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #16	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #17	Model # GMVC950704CXBA	
Faculty Housing	Mechanical	Campus	Goodman®	Furnace #18	Model # GMVC950704CXBA	
STEM Building	Mechanical	Campus	Water Furnace Envision®	Heat Pump #1	Model # NXW5-40R4PE3NNSSA Serial # 090200369	Job # 028354
STEM Building	Mechanical	Campus	Water Furnace Envision®	Heat Pump #2	Model # NXW5-40R4PE3NNSSA Serial # 090200365	Job # 028352
STEM Building	Mechanical	Campus	Water Furnace Envision®	Heat Pump #3	Model # NXW5-40R4PE3NNSSA Serial # 090200363	Job # 028352
STEM Building	Mechanical	Campus	Water Furnace Envision®	Heat Pump #4	Model # NXW5-40R4PE3NNSSA Serial # 090200366	Job # 028353
STEM Building	Mechanical	Campus	Water Furnace Envision®	Heat Pump #5	Model # NXW5-40R4PE3NNSSA Serial # 090200364	Job # 028352
STEM Building	Mechanical	Campus	Water Furnace Envision®	Heat Pump #6	Model # NXW5-40R4PE3NNSSA Serial # 090200370	Job # 028354
STEM Building	Mechanical	Campus	Water Furnace Envision®	Heat Pump #7	Model # NXW5-40R4PE3NNSSA Serial # 090200371	Job # 028354
STEM Building	Mechanical	Campus	Water Furnace Envision®	Heat Pump #8	Model # NXW5-40R4PE3NNSSA Serial # 090200361	Job # 028341
STEM Building	Mechanical	Campus	Water Furnace Envision®	Heat Pump #9	Model # NXW5-40R4PE3NNSSA Serial # 090200360	Job # 028341
	<u> </u>				<u> </u>	

STEM Building	Mechanical	Campus	Water Furnace Envision®	Heat Pump #10	Model # NXW5-40R4PE3NNSSA Serial # 090200368	Job # 028353
STEM Building	Mechanical	Campus	Water Furnace Envision®	Heat Pump #11	Model # NXW5-40R4PE3NNSSA Serial # 090200362	Job # 028341
STEM Building	Mechanical	Campus	Water Furnace Envision®	Heat Pump #12	Model # NXW5-40R4PE3NNSSA Serial # 090200367	Job # 028353
STEM Building	Mechanical	Campus		Air Handler 1		
STEM Building	Mechanical	Campus		Air Handler 2		
STEM Building	Mechanical	Campus		Air Handler 3		
STEM Building	Mechanical	Campus		Air Handler 4		
STEM Building	Mechanical	Campus		Air Handler 5		
STEM Building	Mechanical	Campus		Air Handler 6		
STEM Building	Mechanical	Campus		Boiler 1		
STEM Building	Mechanical	Campus		Boiler 2		
STEM Building	Mechanical	Campus		Boiler 3		
STEM Building	Mechanical	Campus		Cooling Tower		
Multi-Purpose Academic Building:	Roof	Campus	York®	Rooftop Unit # 1	Model #YPAL060MVE46BBFX	Contract# 4EO60018
Multi-Purpose Academic Building:	Roof	Campus	York®	Rooftop Unit # 2	Model # YPAL060MVE46BBFX	Contract# 4EO60018
Multi-Purpose Academic Building:	Roof	Campus	York®	Rooftop Unit # 3	Model # YPAL060MVE46BBFX	Contract# 4EO60018
Multi-Purpose Academic Building:	Roof	Campus	York®	Rooftop Unit # 4B	Model # YPAL060MVE46BBFX	Contract# 4EO60018
Multi-Purpose Academic Building:	Roof	Campus	York®	Rooftop Unit # 5	Model # YPAL120MVE46BBGX;	Contract# 4EO60018
Multi-Purpose Academic Building:	Roof	Campus	York®	Rooftop Unit # 6	Model #YCUL0055EE46	Contract# 4EO60018
Liberty Hall Academic Center	Roof	Campus	Aaon®	Rooftop Unit # 1		
Liberty Hall Academic Center	Roof	Campus	Aaon®	Rooftop Unit # 2		
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Main Campus

Building	Location	RES or Campus	Manufacturer	Description	Model # Serial#	Notes
Administration	Mechanical	Campus	Carrier®	Absorption Refrigeration Chiller	Model # 16JB014STM Serial #10020	
Administration	Mechanical	Campus	Carrier®	AHU 1		
Administration	Mechanical	Campus	Carrier®	AHU 2		
Administration	Roof	Campus	Evapco®	Cooling Tower;	Model # SST 19-88, Serial # T010604	Belt #3B- 148
Bruce Hall	Roof	Campus	McQuay®	Rooftop Unit # 1	Model # RPS050CSS Serial # 38D01090 02	Unit Part # X9 669047 010
Bruce Hall	Roof	Campus	McQuay®	Rooftop Unit # 2	Model # RPS050CSS Serial # 38D01091 02	Unit Part # X9 669047 020
Bruce Hall	Roof	Campus	McQuay®	Rooftop Unit # 3	Model # RPS070CLS Serial # 38D01092 02	Unit Part # X9 669047 030
Bruce Hall	Roof	Campus	McQuay®	Rooftop Unit # 4	Model # RPS060CSS Serial # 38D01093 02	Unit Part # X9 669047 040
Bruce Hall	Mechanical	Campus	Carrier®	Air Handling Unit # 1	Model # 38AKS013510 Serial # 4398F78561	
Bruce Hall	Mechanical	Campus	Carrier®	Air Handling Unit # 2	Model # 38AK5014510 Serial # 4298F77086	
CAS	Mechanical	Campus	Carrier®	Centrifugal Chiller 1	Model # 02XRV334CDS64, Serial # 68494	
CAS	Mechanical	Campus	Carrier®	Centrifugal Chiller 2	Model # 02XRV334CDS64, Serial # 68495	
CAS	Roof	Campus	Marley®	Cooling Tower:	Model # NC8303H2GS, Serial #'s NC- 236774-A1 & NC-236774-A2	
CAS	Mechanical	Campus	Carrier®	AHU 1		
CAS	Mechanical	Campus	Carrier®	AHU 2		
CAS	Mechanical	Campus	Carrier®	AHU 3		
CAS	Mechanical	Campus	Carrier®	AHU 4		
CAS	Mechanical	Campus	Liebert®	AC-1	Model # PFH027A-PH3S058, Serial # 0338N82641	
CAS	Mechanical	Campus	Liebert®	AC-2	Model # PFH027A-PH3S058, Serial # 0339N82721	
CAS	Mechanical	Campus	Liebert®	AC-3	Model # PFH027A-PH3S058, Serial # 0338N82648	

D'Angola Gym Roof Campus Tecochill® Chiller Gas-fire D'Angola Gym Roof Campus Tecochill® Chiller Gas-fire D'Angola Gym Roof Campus Desert Aire®: Condens D'Angola Gym Roof Campus Desert Aire®: Air Hance D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Air Hance D'Angola Gym Mechanical Campus Desert Aire®: Air Hance	d Chillers Model # CH-65ACP, Serial # 10128
D'Angola Gym Roof Campus Chiller Gas-fire D'Angola Gym Roof Campus Chiller Gas-fire D'Angola Gym Roof Campus Tecochill® Chiller Gas-fire Tecochill® Chiller Gas-fire Tecochill® Chiller Gas-fire Campus Desert Aire®: Condens D'Angola Gym Roof Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Air Hanc D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Air Hanc	d Chillers Model # CH-65ACP, Serial # 10128
D'Angola Gym Roof Campus Chiller Gas-fire D'Angola Gym Roof Campus Chiller Gas-fire D'Angola Gym Roof Campus Desert Aire®: Condens D'Angola Gym Roof Campus Desert Aire®: Air Hance D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Air Hance D'Angola Gym Mechanical Campus Desert Aire®: Air Hance	
D'Angola Gym Roof Campus Chiller Gas-fire D'Angola Gym Roof Campus Desert Aire®: Condens D'Angola Gym Roof Campus Desert Aire®: Air Hance D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Air Hance	d Chillers Model # CH-65ACP, Serial # 10128
D'Angola Gym Roof Campus Desert Aire®: Air Hand D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Air Hand D'Angola Gym Mechanical Campus Desert Aire®: Air Hand D'Angola Gym Mechanical Campus Desert Aire®: Air Hand	d Chillers Model # CH-65ACP, Serial # 10130
D'Angola Gym Mechanical Campus Air Hand D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Air Hand D'Angola Gym Mechanical Campus Desert Aire®: Air Hand D'Angola Gym Mechanical Campus Desert Aire®: Air Hand	Natatoriu m Model # ROCO447B4F, Serial # Dehumidifi cation Unit
D'Angola Gym Mechanical Campus Air Hand D'Angola Gym Mechanical Campus Air Hand D'Angola Gym Mechanical Campus Air Hand D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Air Hand D'Angola Gym Mechanical Campus Desert Aire®: Air Hand D'Angola Gym Mechanical Campus Desert Aire®: Air Hand	Model # ND24S3CCSDI6796, Serial # Dehumidification Unit
D'Angola Gym Mechanical Campus Air Hand D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Air Hand D'Angola Gym Mechanical Campus Desert Aire®: Air Hand D'Angola Gym Mechanical Campus Desert Aire®: Air Hand	der 1
D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Air Hance D'Angola Gym Mechanical Campus Desert Aire®: Air Hance Downs Mechanical Campus York® Absorpti	dler 2
D'Angola Gym Mechanical Campus Desert Aire®: Condens D'Angola Gym Mechanical Campus Desert Aire®: Air Hance Downs Mechanical Campus York® Absorpti	dler 3
D'Angola Gym Mechanical Campus Desert Aire®: Air Hand Downs Mechanical Campus York® Absorpti	iler 4
Downs Mechanical Campus York® Absorpti	Therapy Room Model # FCB5/ROC0005A3F, Serial # Dehumidifi cation Unit
	Model # IH0500OR3E26796, Serial # Dehumidification Unit
Downs Roof Campus Evapco® Cooling	Model # YIA ST-2A4-17-B-S, Serial # UALM003520
	Model # SST 19-612, Serial # Belt # 4B- Tower T011716 158
Downs Roof Campus Trane® Rooftop	Model #YCD360AEHU1B2DE1ABC0000H00 0000, Serial # C06F06559
Downs Mechanical Campus Multi zoi	ne AHU
Downs Roof Campus McQuay® Rooftop	Campus Police Model # RPS018CSY Serial # Departme FB0U011100394 00 nt
Downs Roof Campus McQuay® Rooftop	Campus Police Model # RPS020CSY Serial # Departme FB0U011100389 00, nt

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Facilities	Mail Room:	Campus	Unitary Products Group®	Package Unit	Model # DHUC-T036N100A Serial # (S) N0D6177348	
Facilities	Locksmith Shop	Campus	Mitsubishi® Electric Mr. Slim;	Mini Split System	Model # PUH30EK, Serial #0ZE00068A	
Facilities	Purchasing Offices	Campus	Unitary Products Group®	Mini Split System	Model # DBUC-T072N125BA, Serial # (S) N0C6109883	
Facilities	Boiler Room Shop	Campus	Deluxe®	Mini Split System	Model #HMC030KD1, Serial # 509KAPB00032	
Facilities	Main Office (M-122)	Campus	Carrier®	Package Unit 1	Model # 48HJE004531PP Serial # 4700G24476	
Facilities	Main Office (M-122)	Campus	Carrier®	Package Unit 2	Model # 48HJE007531PP Serial # 4700G24397	
Facilities	Break room	Campus	Unitary Products Group®	Package Unit	Model # DHUC-T060N125A, Serial # N0N5465088	
Facilities	Telecommunications Room	Campus	Mitsubishi®	Mini Split System	Model # PUY-A24NHA, Serial # 65U00406C	
Facilities	Housekeeping Supervisors Office	Campus	Mitsubishi®	Mini Split System	Model # PUY-A24NHA, Serial # 65U00405C	
Green Lane Academic Building:	Roof	Campus	York®	Rooftop Unit # 1	Model # YPAL061MVE46BBFX, Serial #2DAM019766	
Green Lane Academic Building:	Roof	Campus	York®	Rooftop Unit # 2	Model # YPAL061MVE46BBFX, Serial #2DAM019765	
Green Lane Academic Building:	Roof	Campus	York®	Rooftop Unit # 3	Model # YPAL061MVE46BBFX, Serial #2DAM019764	
Green Lane Academic Building:	Roof	Campus	York®	Rooftop Unit # 4	Model # YPAL061MVE46BBFX, Serial #2DAM019767	
Green Lane Academic Building:	Roof	Campus	York®	Rooftop Unit # 5	Model # YPAL120MVE46BBFS, Serial #TEAM385500	
Green Lane Academic Building:	Mechanical	Campus	LG®	Condensing unit	Model # LSU240HSU2, Serial # 30YKAM200011	
Green Lane Academic Building:	Mechanical	Campus	LG®	Condensing unit	Model # ARUN096BT3, Serial# 303KAKN00029	
Harwood Arena:	Stadium Press Box	Campus	Mitsubishi® Electric Mr. Slim;	Mini Split System	Model # PU24EK1, Serial # 12E00765B	
Harwood Arena:	Stadium Press Box	Campus	Mitsubishi® Electric Mr. Slim;	Mini Split System	Model # PU24EK1, Serial # 12E00710B	
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Harwood Arena:	Presidential Skybox	Campus	Mitsubishi® Electric Mr. Slim;	Mini Split System	Model # PUY-A24NHA, Serial # 66U00824C	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-1	Model # GT018 Serial # # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-A	Model # GT018 Serial # # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-1	Model # GT018 Serial # # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-2	Model # GT018 Serial # # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-3	Model # GT018 Serial # # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-4	Model # GT018 Serial # # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-5	Model # GT018 Serial # # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-6	Model # GT018 Serial # # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-7	Model # GT018 Serial # # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-8	Model # GT018 Serial # # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-9	Model # EV030-2H2C Serial # LJ018101	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-10	Model # GT018-2HCZ, Serial # LJ018140	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-11	Model # EV024-2HZC, Serial # LJ018100	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-12	Model # GT010-2HCZ, Serial # LJ018104	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-13	Model # EV024 Serial # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-14	Model # GT010 Serial # (painted over)	

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Harwood Arena:	Main Building:	Campus	Manufacturing Company	Heat Pump HP-B-15	Model # GT010 Serial # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B- 16:	Model # GT010 Serial # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-17	Model # GT010 Serial # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-18	Model # GT010 Serial # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-19	Model # GT010 Serial # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-20	Model # GT010 Serial #Serial # LJ018380	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-21	Model # GT018-2HZC, Serial # LJ018135	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-22	Model # GT018-2HZC, Serial # LJ018136	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-B-23	Model # EV070-4HZC, Serial # LJ018349	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-2	Model # GT042-2HCZ, Serial # LJ018423	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-3	Model # EV036, Serial # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-4	Model # EV024-2HZC, Serial # LJ018345	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-5	Model # GT042-2HZC, Serial # LJ018422	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-6	Model # GT010-2HCZ, Serial # LJ018381	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-7	Model # GT018-2HCZ, Serial # LJ018536	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-8	Model # EV048-4HZC, Serial # LJ018464	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-9	Model # GT010-2HZC, Serial # LJ018507	

Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-10	Model # EV070-4HZC, Serial # LJ018453	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-11	Model # EV048-4HCZ, Serial # LJ018465	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-12	Model # EV024, Serial # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-13	Model # GT042-2HZC, Serial # LJ018549	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-14	Model # GT018-Serial # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-15	Model # EV030-2HZC, Serial # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-1-16	Model # GT018-2HCZ, Serial # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-2-1	Model # GT042, Serial # (painted over)	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-2-2	Model # GT010-2HZC, Serial # LJ018508	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-2-3	Model # GT010-2HCZ, Serial # LJ018509	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-2-4	Model # EV030-2HZC, Serial # LJ018425	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP-2-5	Model # GT018-2HZC, Serial # LL020640	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP 2-6	Model # GT042-2HZC, Serial # LK018676	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP 2-7	Model # EV024-2HZC, Serial # LK018706	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP 2-8	Model # EV024-2HZC, Serial # LJ018559	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP 2-9	Model # EV024-2HZC,Serial # LJ018560	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP 2-10	Model # EV024,Serial # (painted over)	

			FHP® Manufacturing			
Harwood Arena:	Main Building:	Campus	Company	Heat Pump HP 2-11	Model # EV024-Serial # LJ018564	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP 2-12	Model # EV024-Serial # LJ018562	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP 2-13	Model # GT018-Serial # LK018677	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP 2-14	Model # EV024-Serial # LJ018563	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP 2-15	Model # GT010-Serial # LK018675	
Harwood Arena:	Main Building:	Campus	FHP® Manufacturing Company	Heat Pump HP 2-16	Model # GT010-Serial # LK018678	
Carol Hynes Field House:	Roof	Campus	Trane®	Rooftop Unit	Model # WCH180E40, Serial # 101010637D	
Hennings Hall:	Roof	Campus	Tecogen®	Chiller	Model # CH-200X, Serial # 385	
Hennings Hall:	Mechanical	Campus		Boiler 1		
Hennings Hall:	Mechanical	Campus		Boiler 2		
Hennings Hall:	Roof	Campus	Baltimore Aircoil Company®	Tower	Model # 1-33269-1, Serial # 97425081	Belt # 2R- B097 and # 2R-B107
Hennings Hall:	Room 212	Campus	Mitsubishi®	Split System	Model # PUG18AKB, Serial # 0235043	
Hennings Hall:	Room 213)	Campus	Mitsubishi®	Split System	Model # PUG18AKB, Serial # 0235028	
Hutchinson Hall	Mechanical	Campus	Carrier®	Absorption Chiller	Model # 16JB057, Serial #20004	
Hutchinson Hall	Roof	Campus	Evapco®	Cooling Tower	Model # SST 112-920, Serial # T010606,	
Hutchinson Hall	Mechanical	Campus	Carrier®	Air Handler 1		1st floor
Hutchinson Hall	Mechanical	Campus	Carrier®	Air Handler 2		2nd floor
Hutchinson Hall	Mechanical	Campus	Carrier®	Air Handler 3		3rd floor
Hutchinson Hall	Mechanical	Campus		Heat Exchanger 1		AHU's
Hutchinson Hall	Mechanical	Campus		Heat Exchanger 2		Perimeter and VAVs
Hutchinson Hall	Mechanical	Campus	Central Environmental Systems®	Split System	Model # HAMD-F030SA, Serial # ECDM099052	Belt #6BX- 158

Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB04841F0 Serial # W02D16019
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB06041F0 Serial # W02D16010
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB01871F0 Serial # W02D16021
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB04241F0 Serial # W02D16020
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16026
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16013
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16014
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16015
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16016
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16017
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16018
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB04841F0 Serial # W02D16019
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB02471F0 Serial # W02D16007
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16024
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB03641F0 Serial # W02D16028
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB01871F0 Serial # W02D16005
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB02471F0 Serial # W02D16025
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB01871F0 Serial # W02D16023
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB02471F0 Serial # W02D16008
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB02471F0 Serial # W02D16009
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16006
Kean Hall	Campus	Trane®	Water Source Heat Pump	Model # GEHB03641F0 Serial # W02D16011

Campus	Trane®	Water Source Heat Pump	Model # GEHB03641F0 Serial # W02D16012
Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16022
Campus	Trane®	Water Source Heat Pump	Model # GEHA00671F0 Serial # W02C14207
Campus	Trane®	Water Source Heat Pump	Model # GEHB03641F0 Serial # W02D16031
Campus	Trane®	Water Source Heat Pump	Model # GEHB04841F0 Serial # W02D16040
Campus	Trane®	Water Source Heat Pump	Model # GEHB04841F0 Serial # W02D16037
Campus	Trane®	Water Source Heat Pump	Model # GEHB04841F0 Serial # W02D16036
Campus	Trane®	Water Source Heat Pump	Model # GEHA04841F0 Serial # W02C14203
Campus	Trane®	Water Source Heat Pump	Model # GEHA01271F0 Serial # W02C14200
Campus	Trane®	Water Source Heat Pump	Model # GEHA01271F0 Serial # W02C14201
Campus	Trane®	Water Source Heat Pump	Model # GEHB03641F0 Serial # W02D16030
Campus	Trane®	Water Source Heat Pump	Model # GEHA00671F0 Serial # W02C14202
Campus	Trane®	Water Source Heat Pump	Model # GEHA03641F0 Serial # W02C14206
Campus	Trane®	Water Source Heat Pump	Model # GEHB00671F0 Serial # W02D16029
Campus	Trane®	Water Source Heat Pump	Model # GEHB00671F0 Serial # W02D16032
Campus	Trane®	Water Source Heat Pump	Model # GEHB03641F0 Serial # W02D16038
Campus	Trane®	Water Source Heat Pump	Model # GEVB03641F0 Serial # W02D16041
Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16034
Campus	Trane®	Water Source Heat Pump	Model # GEHA00671F0 Serial # W02C14208
Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16033
Campus	Trane®	Water Source Heat Pump	Model # GEVB04241F0 Serial # W02D16043
Campus	Trane®	Water Source Heat Pump	Model # GEHB01871F0 Serial # W02D16045
	Campus	Campus Trane® Campus Trane®	Campus Trane® Pump Campus Trane® Pump Campus Trane® Water Source Heat Pump Campus Trane® Trane® Water Source Heat Pump Campus Trane® Water Source Heat Pump Campus Trane® Trane® Water Source Heat Pump

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Kean Hall		Campus	Trane®	Pump	Model # GEHB01871F0 Serial # W02D16046	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHB01871F0 Serial # W02D16053	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHB01871F0 Serial # W02D16054	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEVB02441F0 Serial # W02D16056	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEVB03041F0 Serial # W02D16055	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHB01271F0 Serial # W02D16052	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHB04241F0 Serial # W02D16044	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHB00671F0 Serial # W02D16051	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHB03641F0 Serial # W02D16047	Warranty Ordering # 2716- 1150-K0- 36
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHB03641F0 Serial # W02D16047	Warranty Ordering # 2716- 1150-K0- 06
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16048	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16050	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHB00971F0 Serial # W02D16049	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEVB01871F0 Serial # W02D16042	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHB02471F0 Serial # W02D16039	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHB01871F0 Serial # W02D16035	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHA00671F0 Serial # W02C14209	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # EHA02471F0 Serial # W02C14204	
Kean Hall		Campus	Trane®	Water Source Heat Pump	Model # GEHA02471F0 Serial # W02C14205	
Nancy Thompson Library	Mechanical	Campus	Carrier®	Absorption Chiller	Model # 16JB028, Serial # 20001	

Nancy Thompson Library	Roof	Campus	Evapco®	Cooling Tower	Model # USS 112-312, Serial # T010607	Belt # 6B- 136
Nancy Thompson Library	Mechanical	Campus	Heatcraft®	Split System	Model # FCB21C2F, Serial # D9402410	
Nancy Thompson Library	Roof	Campus	Trane®	Rooftop Unit	Model # TC0210B300DC, Serial #K04102429D	
Nancy Thompson Library	Roof	Campus	Trane®	Rooftop Unit	Model # TC0150B300DB, Serial #K05100160D	
Nancy Thompson Library	Roof	Campus	Trane®	Rooftop Unit	Model # TCD04BC300BC, Serial #K05101059D	
Nancy Thompson Library	Roof	Campus	Daikin®	Rooftop Unit	Model # REYQ96PTJU, Serial # A000314	
Nancy Thompson Library	Mechanical	Campus	Trane®	Air Handler #1	Model # TCH420AE0Y2B7FH5AB0D000HJK0 M000, Serial # C08J09586	
Nancy Thompson Library	Mechanical	Campus	Trane®	Air Handler #2	Model # SXHFF30E0E37E5CD1001A0CE0G0 0L00RT078600#, Serial # C08J09606	
Science Building	Mechanical	Campus	Carrier®	Absorption Chiller	Model # 16JB032, Serial # 20002	
Science Building	Roof	Campus	Evapco®	Cooling Tower	Model # SST 112-512, Serial # T010605	Belt # 6B- 136
Science Building	Mechanical	Campus	Carrier®	Air Handler #1		
Science Building	Mechanical	Campus	Carrier®	Air Handler #2		
Science Building	Mechanical	Campus	Carrier®	Air Handler #3		
Science Building	Mechanical	Campus		Heat Exchanger 1		
Science Building	Mechanical	Campus		Heat Exchanger 2		
Science Building Addition	Roof	Campus	AAON®	Rooftop Unit #1		
Science Building Addition	Roof	Campus	AAON®	Rooftop Unit #2		
Science Building Addition	Roof	Campus	AAON®	Rooftop Unit #3		
Science Building Addition	Roof	Campus	AAON®	Rooftop Unit #4		
Technology Building	Roof	Campus	Trane®	Rooftop Unit #1	Model # YFD181E3LCBC, Serial # 115010059D	
Technology Building	Roof	Campus	York®	Rooftop Unit #2	Model # D3CG090N13025ECA, Serial # NLYM065306	
Technology Building	Roof	Campus	York®	Rooftop Unit #3	Model # D3CG048N10325ECE, Serial # NKYM058527	
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Technology Building	Roof	Campus	York®	Rooftop Unit #4	Model # D3CG090N16525ECA, Serial# NLYM060430	
Technology Building	Roof	Campus	York®	Rooftop Unit #5	Model # H1CB012506A, Serial # MGYM228544	
Technology Building	Roof	Campus	Unitary Products Group®	Rooftop Unit #6	Model # HABA-F0245E, Serial # WFLM005988	
Technology Building	Roof	Campus	Mitsubishi ®	Split System #7	Model #MU12TN, Indoor Unit MS12TN, Serial # 3004467 T	
Technology Building	Roof	Campus	Fujitsu®	Split System #8	Model # AOU36CLX, Serial # EBN012533	
Technology Building	Roof	Campus	Liebert®	Split System #9	Model # DCDF415-Y, Serial # 0838C15463	
Technology Building	Roof	Campus	Liebert®	Split System #10	Model # DCDF415-Y, Serial # 0904C18736	
Technology Building	Roof	Campus	Liebert®	Split System #11	Model # DCDF415-Y, Serial # 0904C18823	
Technology Building	Roof	Campus	Liebert®	Split System #12	Model # DCDF415-Y, Serial # 0904c18737	
Townsend Hall	Roof	Campus	Carrier®	Package Unit AC-1	Model # 48FJL048A-A, Series # 510ND Serial #2001F84736	
Townsend Hall	Roof	Campus	Carrier®	Package Unit AC-2	Model # 48FJL044A-A, Series # 510MD, Serial #2001F84725	
Townsend Hall	Roof	Campus	Carrier®	Package Unit AC-3	Model # 48FJL034A-A, Series # 510LC, Serial #2001F84735	
Townsend Hall	Roof	Campus	Carrier®	Package Unit AC-4	Model # 48FJL034A-A, Series # 510LC, Serial #2001F84733	
Townsend Hall	Mechanical	Campus		Air Handler #1		
Townsend Hall	Mechanical	Campus		Air Handler #2		
Townsend Hall	Roof	Campus	Mitsubishi ®	Split System #1	Model # MUM18NW, Indoor Unit # MS09NW x 2, Serial # 46902554 A	
Townsend Hall	Roof	Campus	Mitsubishi ®	Split System #2	Model # MUM18NW, Indoor Unit # MS09NW x 2, Serial # 36901047 A	
Townsend Hall	Roof	Campus	Carrier®	Chiller	Model # 30HXC086RZ-540KA, Serial # 1801Q00369	
Townsend Hall	Roof	Campus	Evapco®	Cooling Tower	Model # LSTA 4-93, Serial # T010603	Belt # B- 77
Vaughn-Eames	Mechanical	Campus	Carrier®	Absorption Chiller	Model # 16JB036, Serial # 20003	
Vaughn-Eames	Roof	Campus	Evapco®	Cooling Tower	Model # USS 112-7141, Serial # T010608	Belt # 6B- 148
Vaughn-Eames	Mechanical	Campus		Air Handler #1		
Vaughn-Eames	Mechanical	Campus		Air Handler #2		

Guest House	Mechanical	Campus	Unitary Products Group®	Split System	Model # HBBA-F0365D, Serial# WEHP234633	
Wilkins Theater	Mechanical	Campus	Heatcraft® Hitachi®	SRM Semi-Hermetic Screw Compressor	Model # ASC165A2CP, Serial # A97B00016	
Vaughn-Eames	Roof	Campus	AAON®		Model # RN-009-8-0-0000-3G9, Serial # 201402-ANGJ34844	
Vaughn-Eames	Roof	Campus	AAON®		Model # RQ-005-8-V-EB09-319, Serial # 201402-AYGE07286	
Vaughn-Eames	Roof	Campus	AAON®		Model # RN-013-8-0-EA09-3F9, Serial # 201402-ANGK34838	
Vaughn-Eames	Roof	Campus	AAON®		Model # RN-015-8-0-EB09-3G9, Serial # 201402-ANGL34837	
Vaughn-Eames	Roof	Campus	AAON®		Model # H3-CRB-8-0-142A-3E2, Serial # 201402-CJEC01867	
Vaughn-Eames	Mechanical	Campus		Heat Exchanger 3		
Vaughn-Eames	Mechanical	Campus		Heat Exchanger 2		
Vaughn-Eames	Mechanical	Campus		Heat Exchanger 1		

Skylands

Building	Location	RES or Campus	Manufacturer	Description	Model # Serial#	Notes
Skylands	Rm 2050	Campus	Mitsubishi®	Split System	PKFY-P18NHMU-E2	Upper level
Skylands	Rm 2060	Campus	Mitsubishi®	Split System	PKFY-P18NHMU-E2	Upper level
Skylands	Rm 2070	Campus	Mitsubishi®	Split System	PKFY-P18NHMU-E2	Upper level
Skylands	Rm 2080	Campus	Mitsubishi®	Split System	PKFY-P18NHMU-E2	Upper level
Skylands	Rm 2100	Campus	Mitsubishi®	Split System	PKFY-P18NHMU-E2	Upper level
Skylands	Rm 2110	Campus	Mitsubishi®	Split System	PKFY-P18NHMU-E2	Upper level
Skylands	Rm 2120	Campus	Mitsubishi®	Split System	PKFY-P18NHMU-E2	Upper level
Skylands	Rm 2030	Campus	Mitsubishi®	Split System	PKFY-P12NHMU-E2	Upper level
Skylands	Rm 2040	Campus	Mitsubishi®	Split System	PKFY-P12NHMU-E2	Upper level
Skylands	Mechanical	Campus		Boiler #1		

Princeton

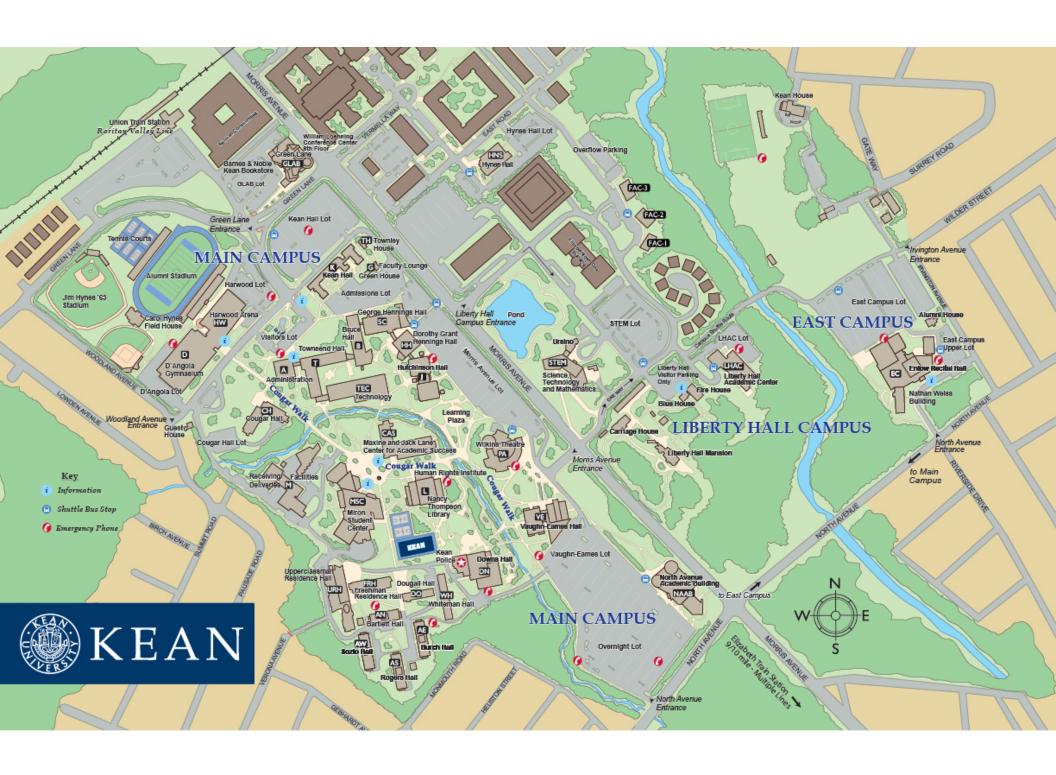
Building	Location	RES or Campus	Manufacturer	Description	Model # Serial#	Notes
40 Patton Ave	Princeton	Campus	Mitsubishi®	Split System	MSZ-FH06NA SN9014100 T	
41 Patton Ave	Princeton	Campus	Mitsubishi®	Split System	MSZ-FH06NA SN9014106 T	
42 Patton Ave	Princeton	Campus	Mitsubishi®	Split System	MSZ-FH06NA SN9013883 T	
43 Patton Ave	Princeton	Campus	Mitsubishi®	Split System	MSZ-FH06NA SN9013888 T	

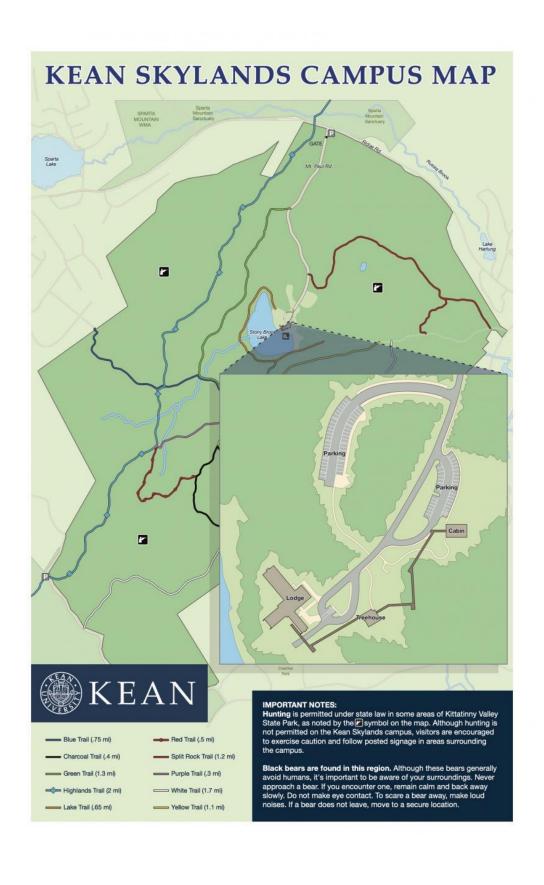
44 Patton Ave	Princeton	Campus	Mitsubishi®	Split System	MSZ-FH06NA SN9013907 T	
45 Patton Ave	Princeton	Campus	Mitsubishi®	Split System	MSZ-FH06NA SN9013792 T	
46 Patton Ave	Princeton	Campus	Lennox®	Split System	CX35-30/36C-6F20 SN 1520K14146	
47 Patton Ave	Princeton	Campus	White Rogers®	Hot Water heater (75 gallons)	921132900 SN MD7A118287	

Attachment D

Kean University HVAC Maintenance and Repair Services Bid No. K24-3-13-2

CAMPUS MAPS AND BUILDING FLOOR PLANS



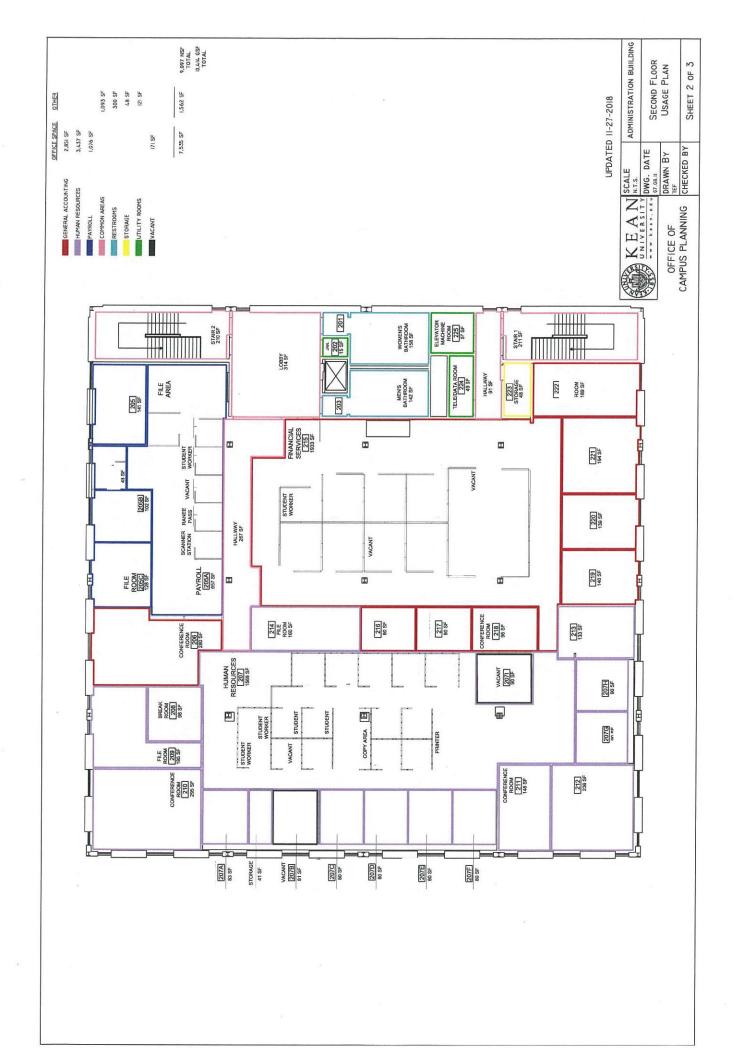


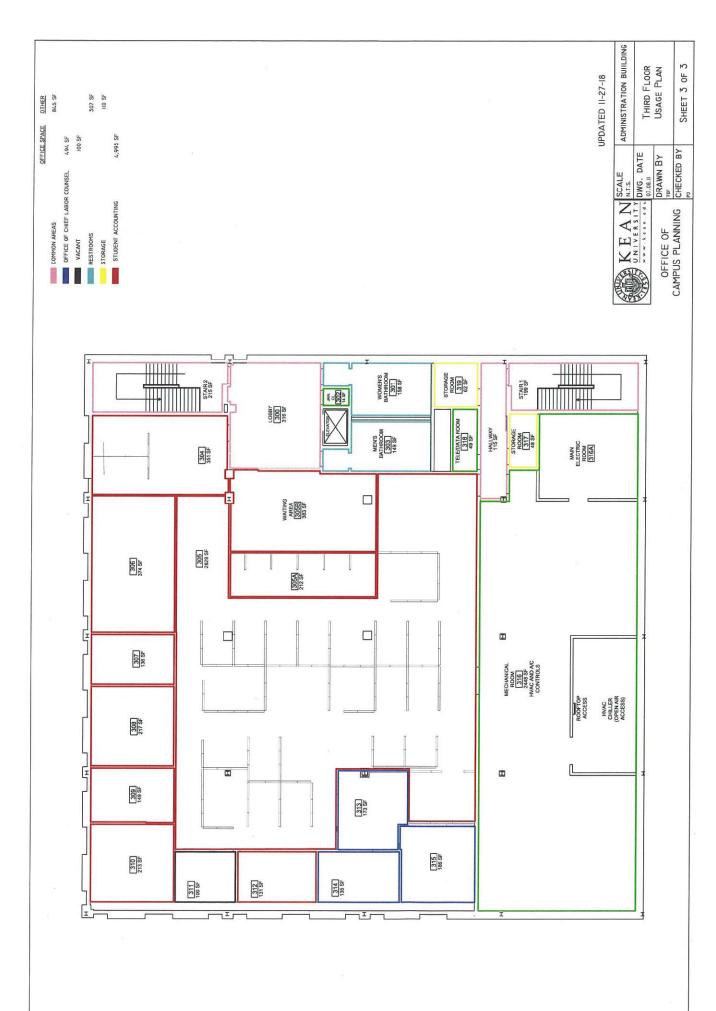
RESIDENCE HALLS FLOOR PLANS

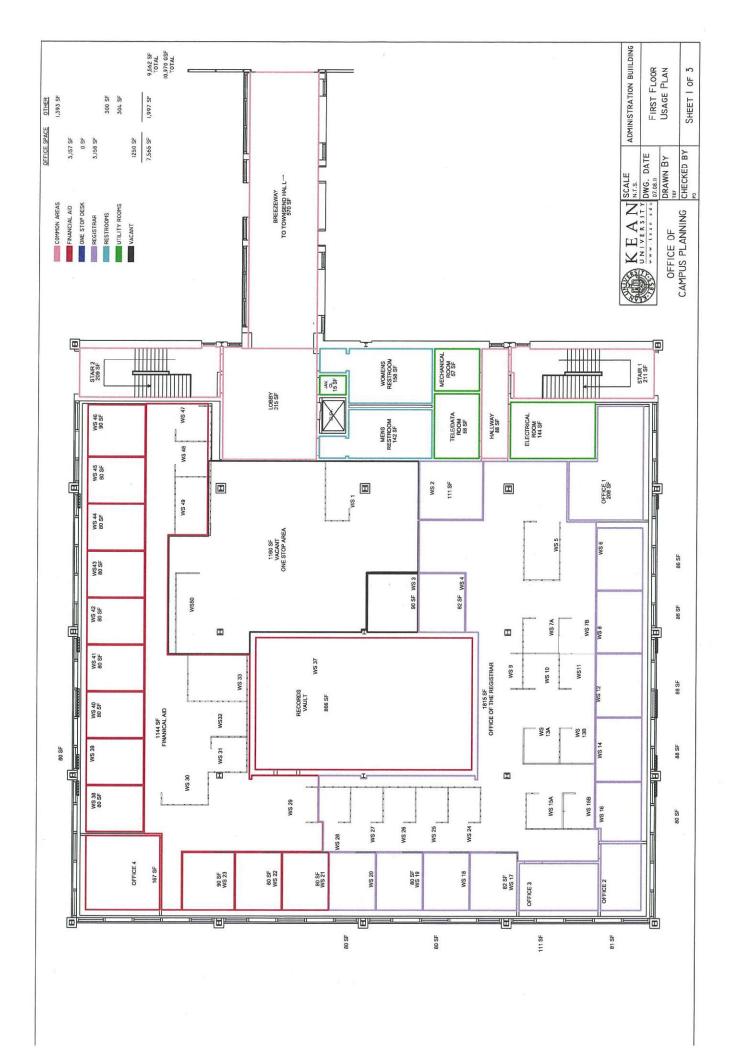
SEE DOCUMENTS LINKED AND ATTACHED BELOW

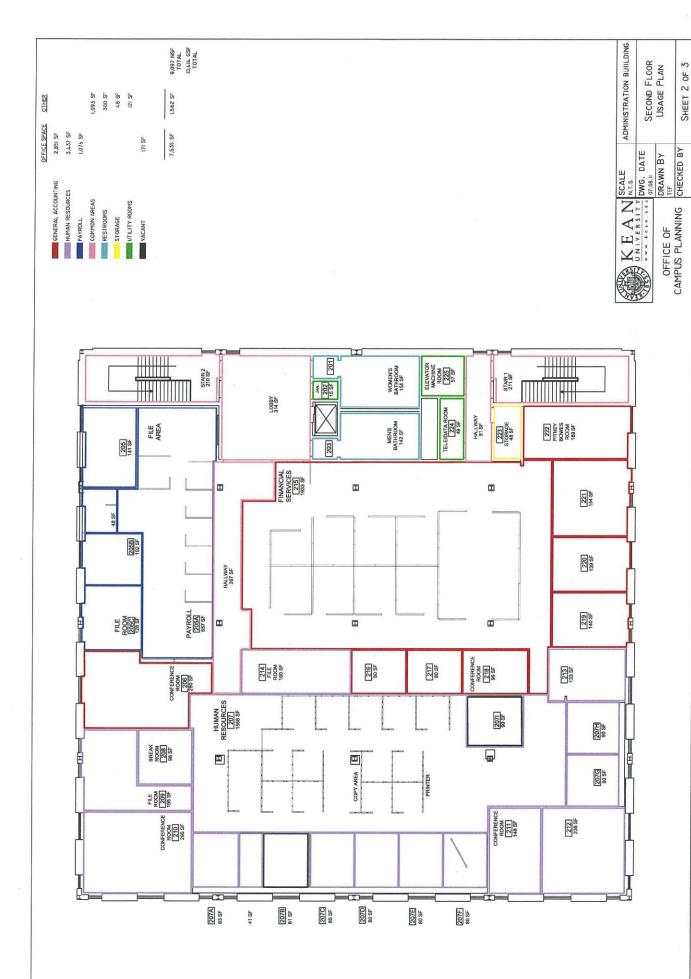
- Bartlett Hall: https://www.kean.edu/media/bartlett-floor-plan
- Burch Hall: https://www.kean.edu/media/burch-floor-plan
- Cougar Hall (included in Building Floor Plans attached below)
- Freshman Residence Hall (included in Building Floor Plans attached below)
- <u>New Upper Residence Hall</u>: https://www.kean.edu/media/upperclassman-hall-floor-plan
- Rogers Hall: https://www.kean.edu/media/rogers-floor-plan
- Sozio Hall: https://www.kean.edu/media/sozio-floor-plan

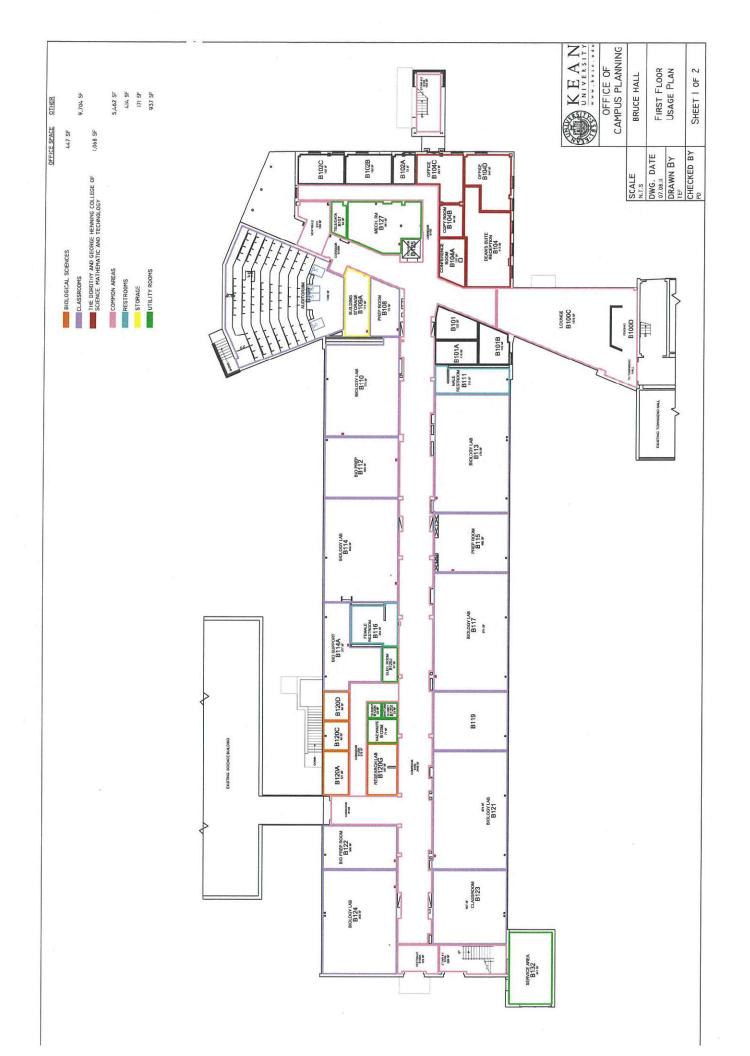
BUILDING FLOOR PLANS

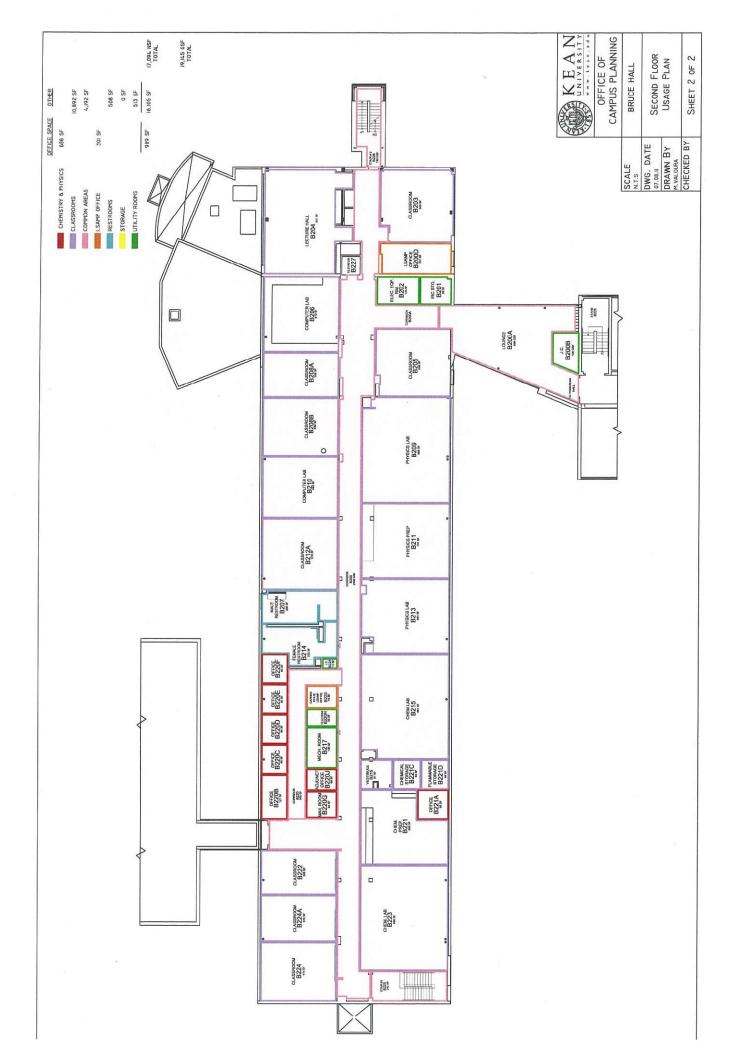


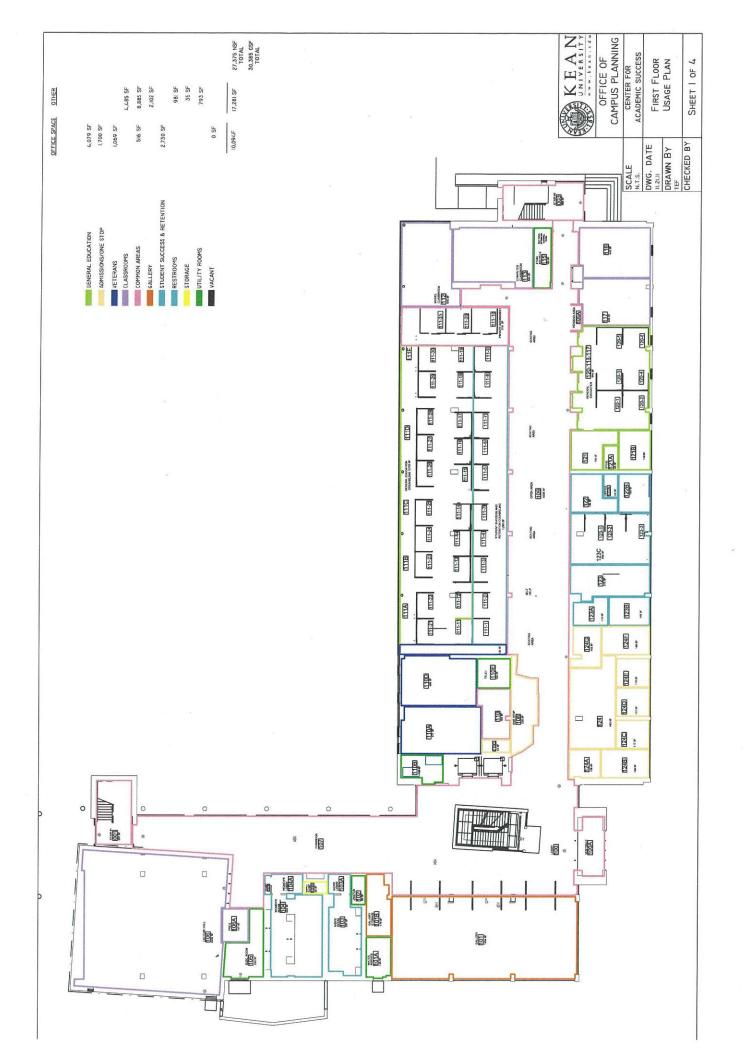


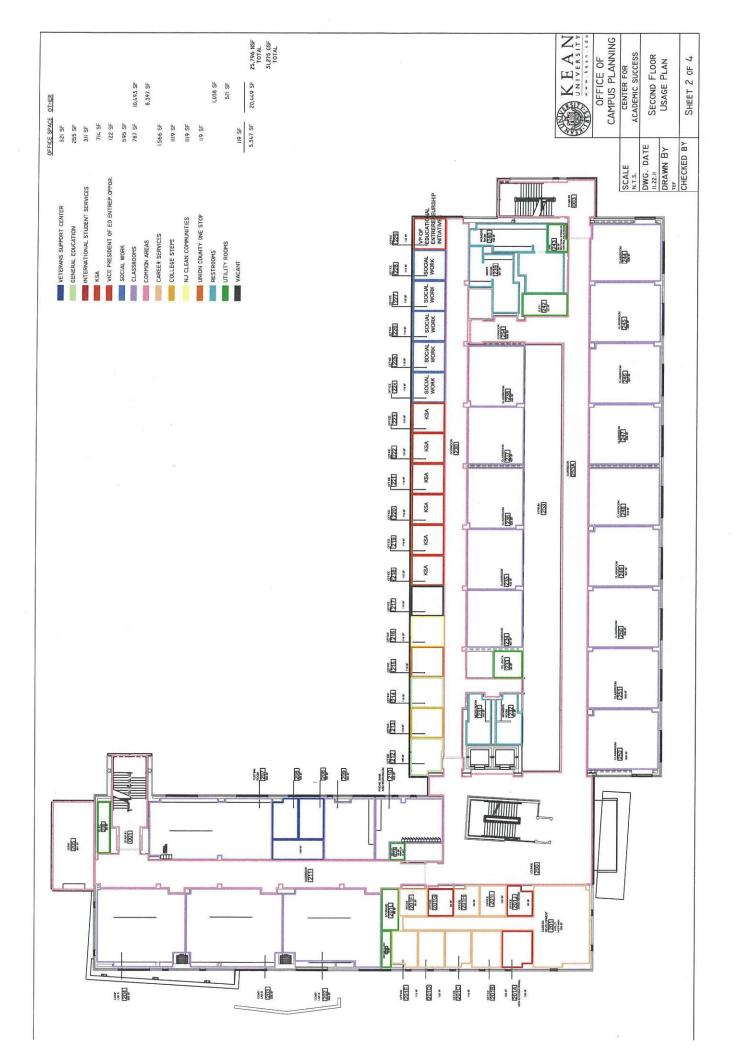




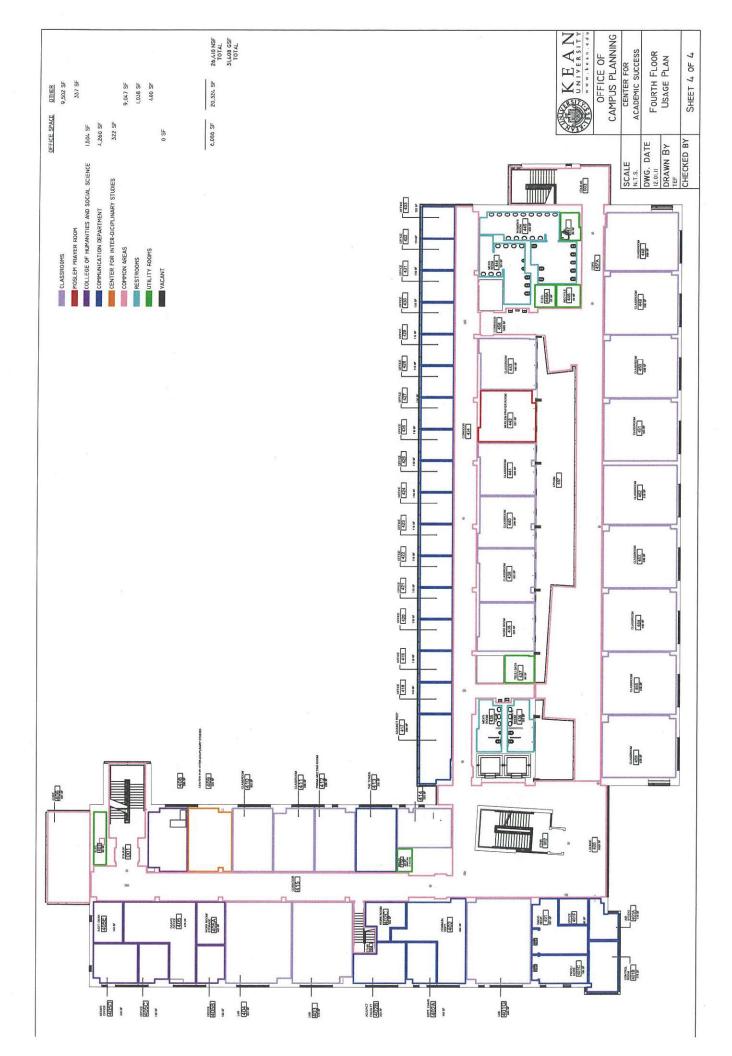


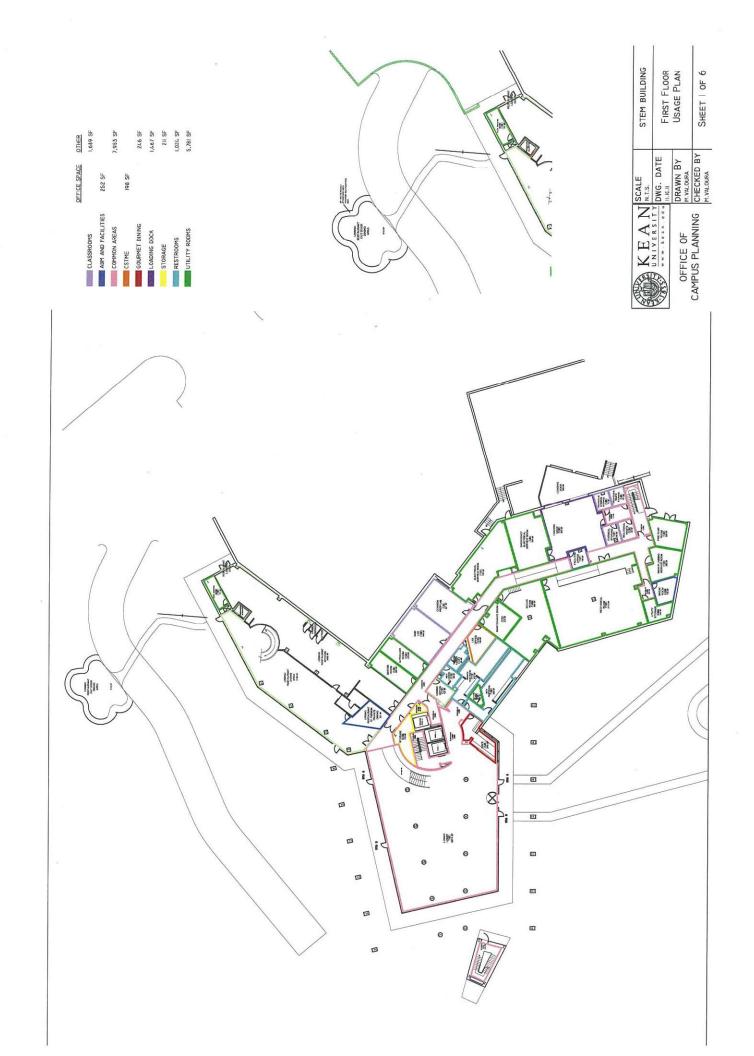


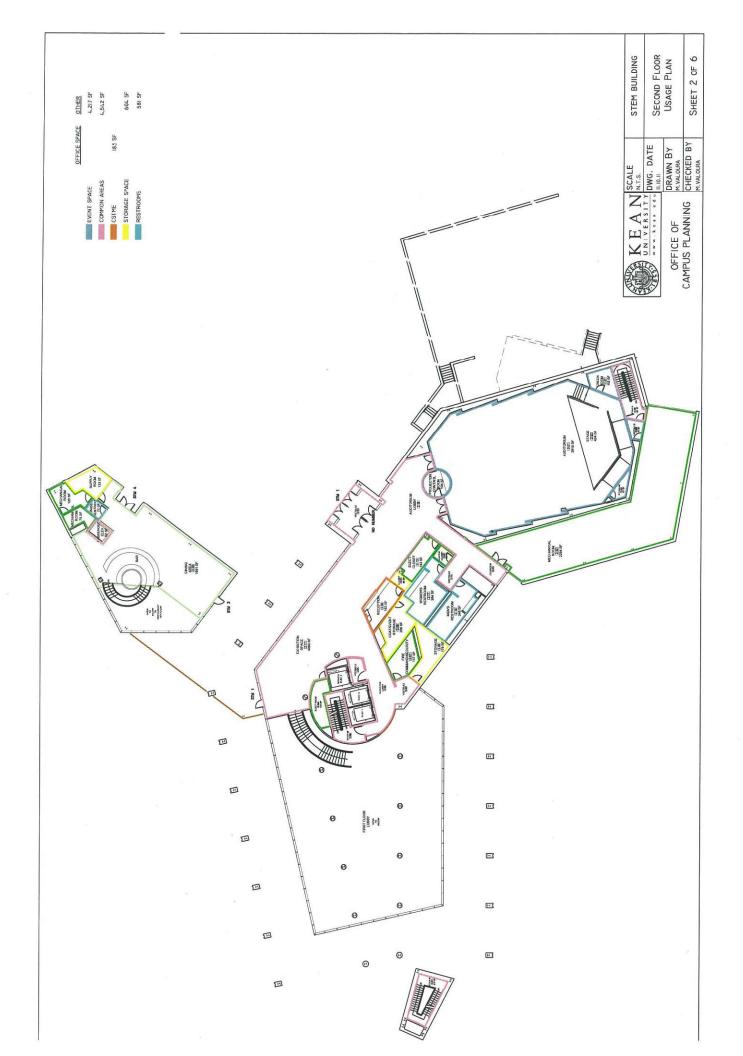


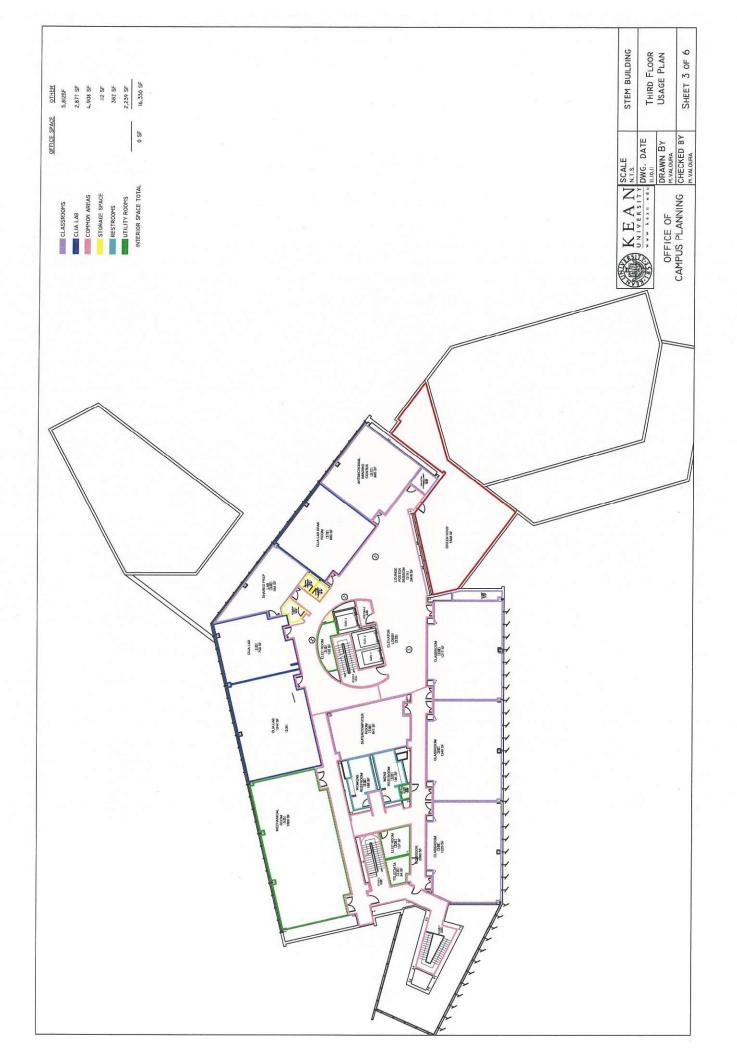


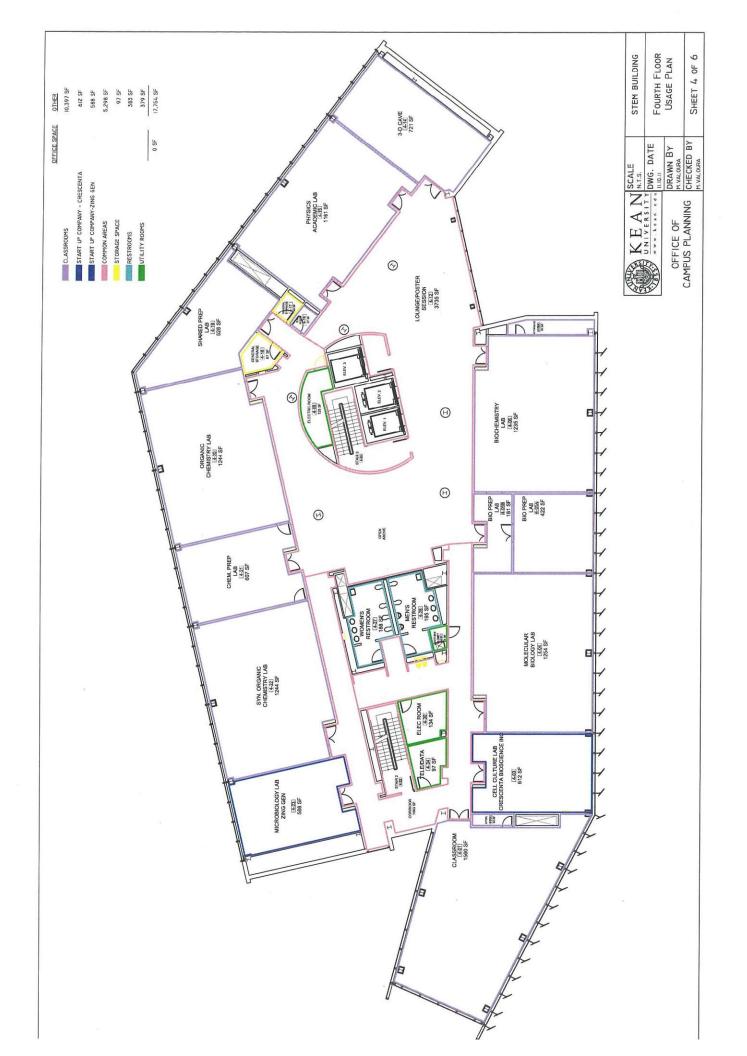


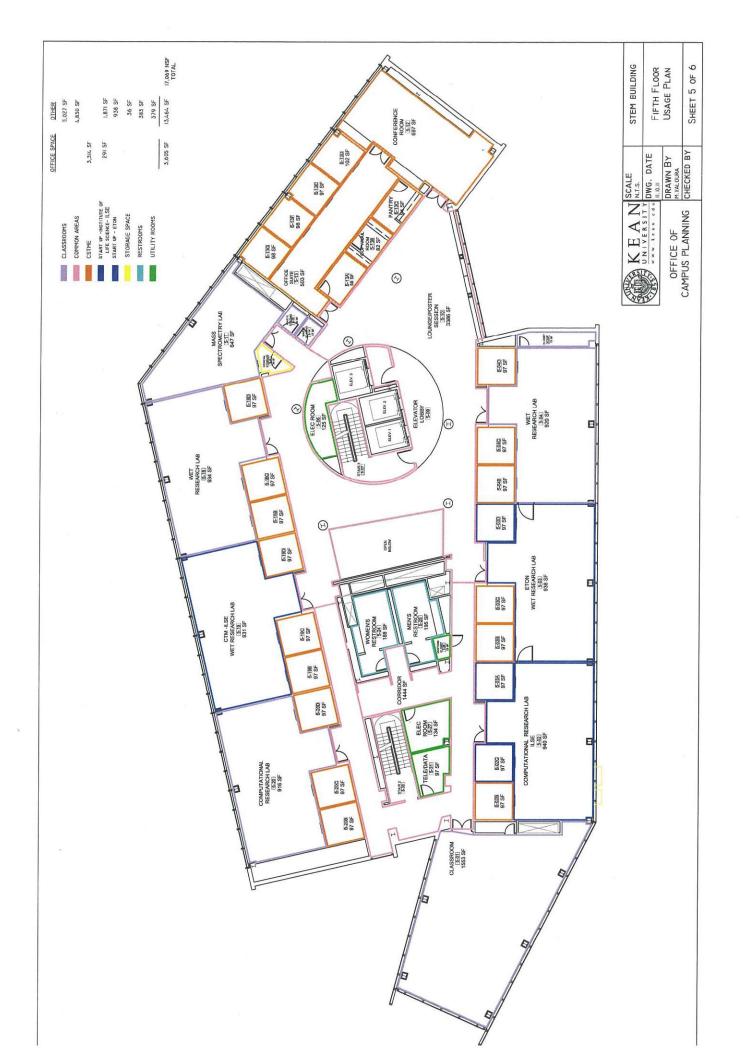


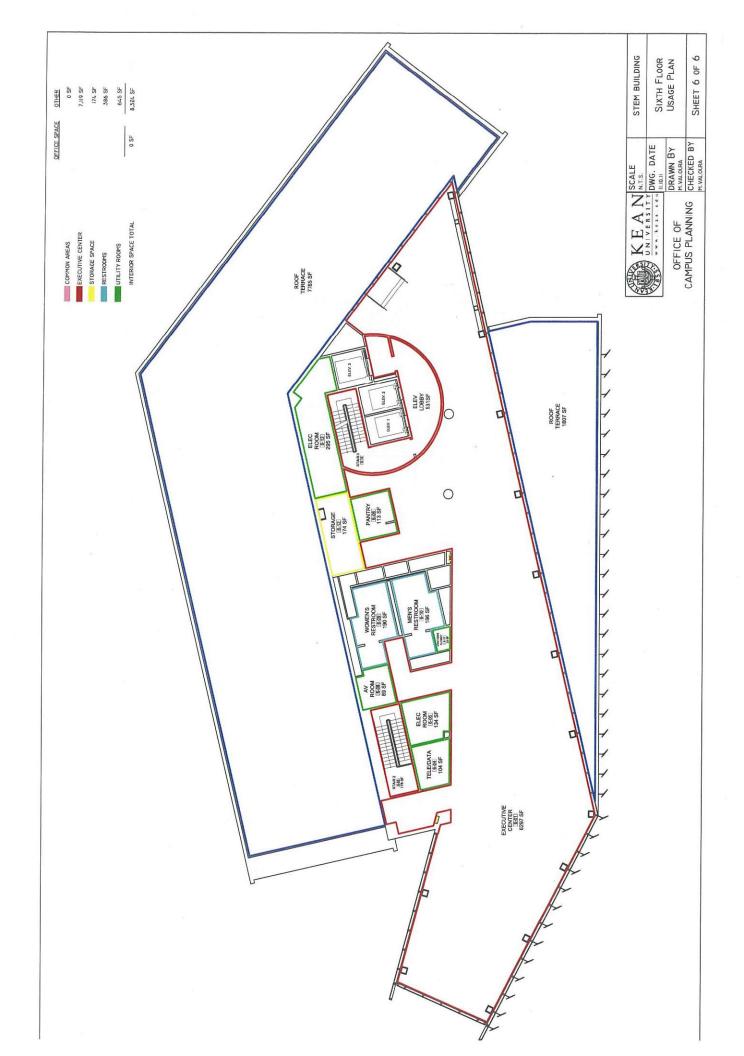


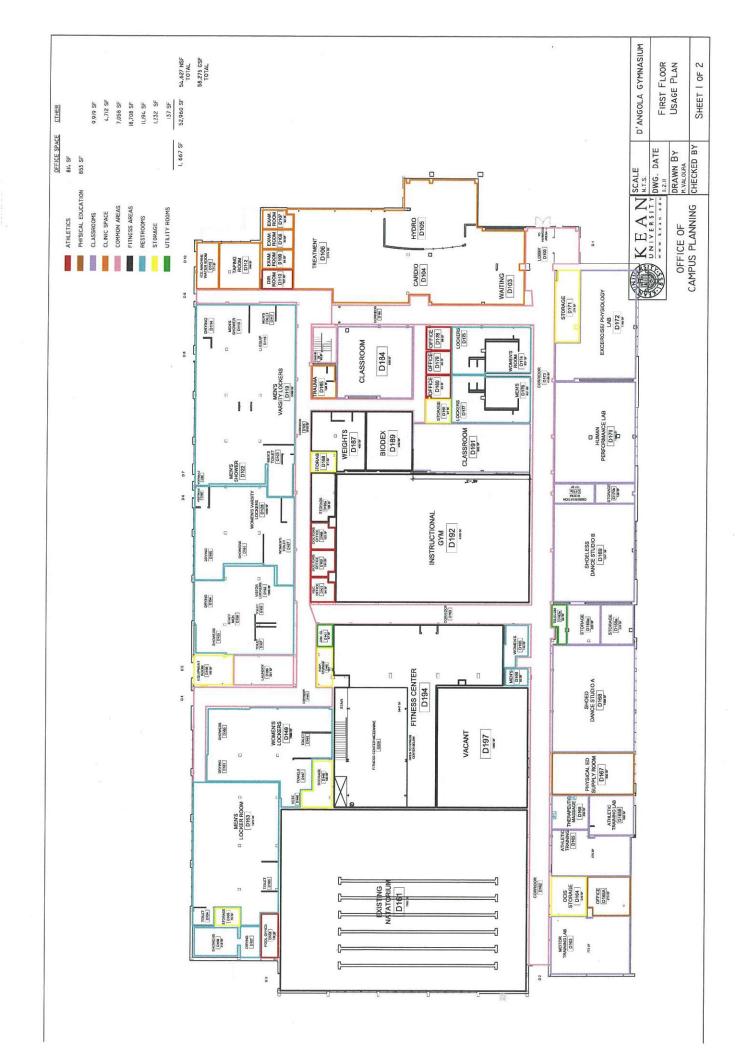


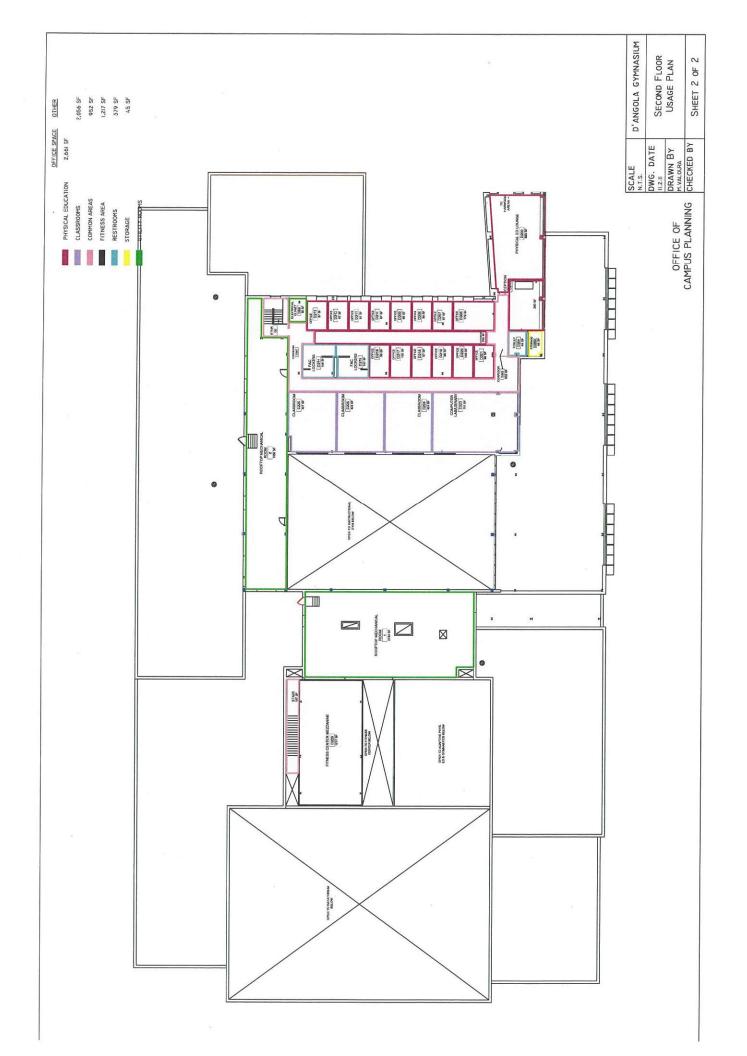


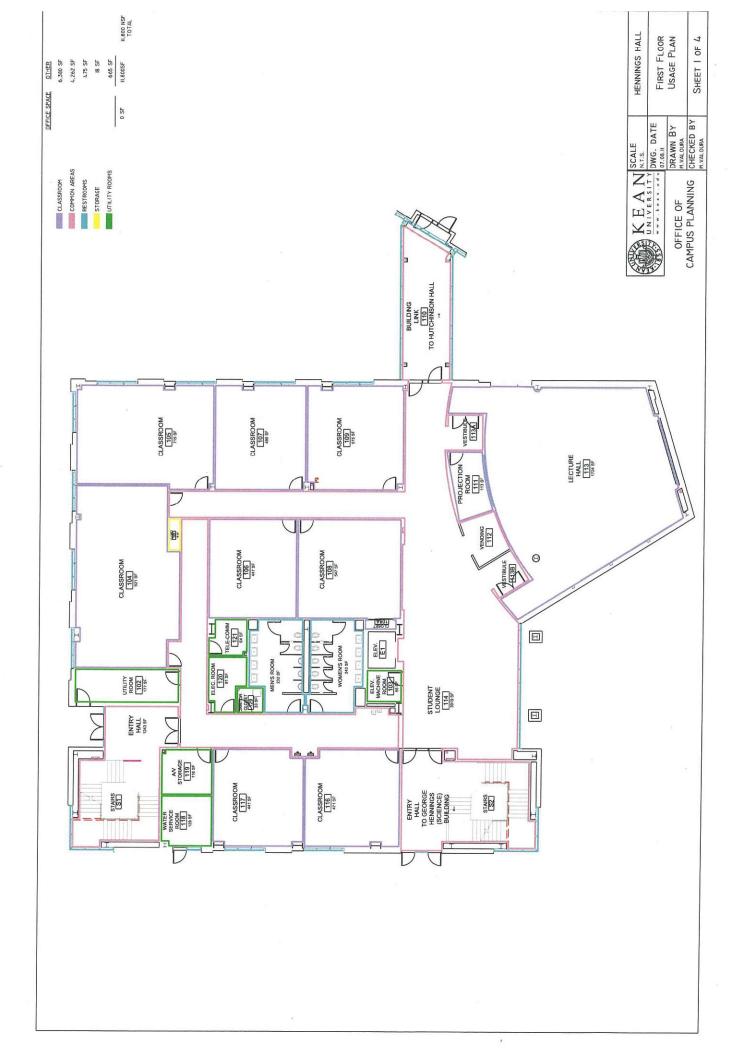




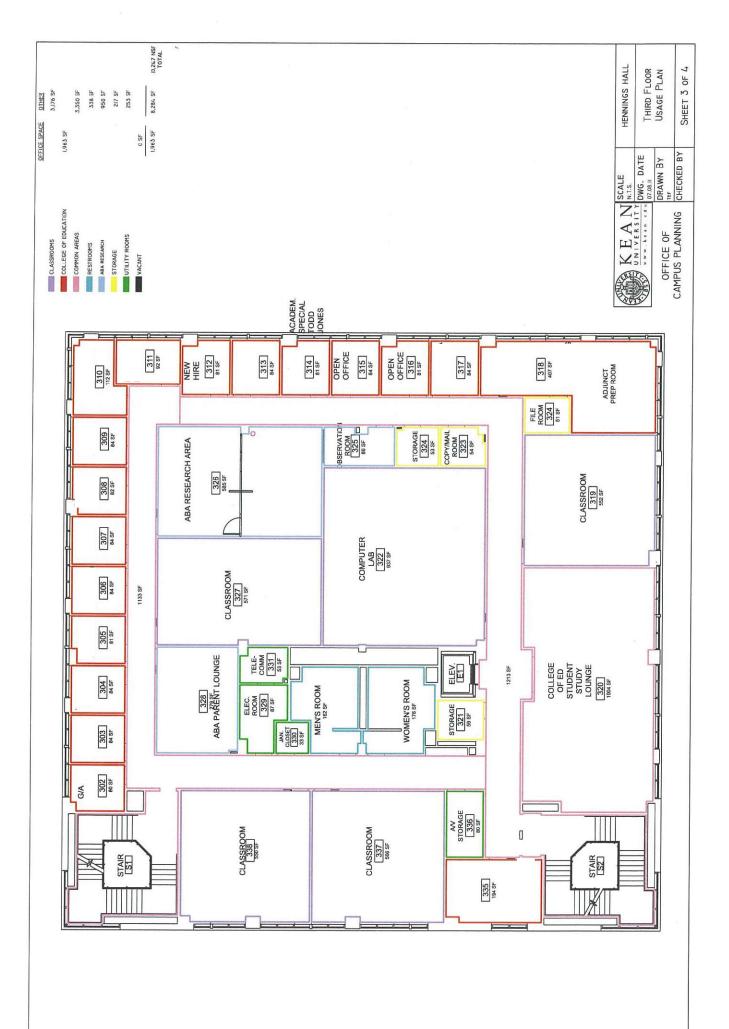




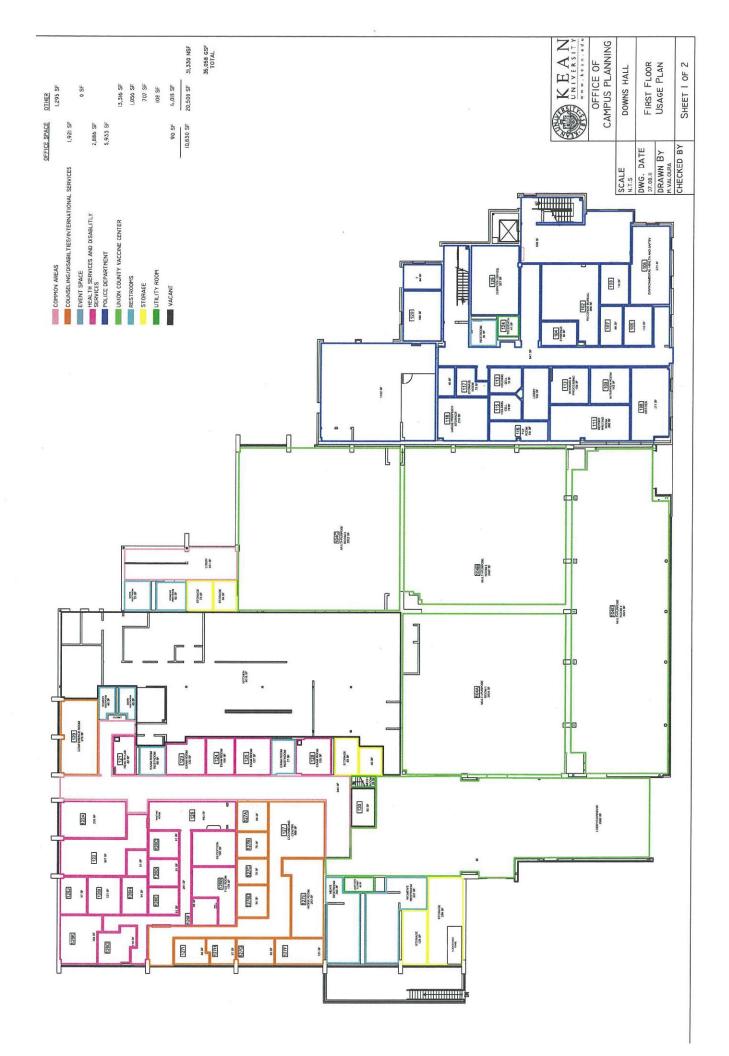


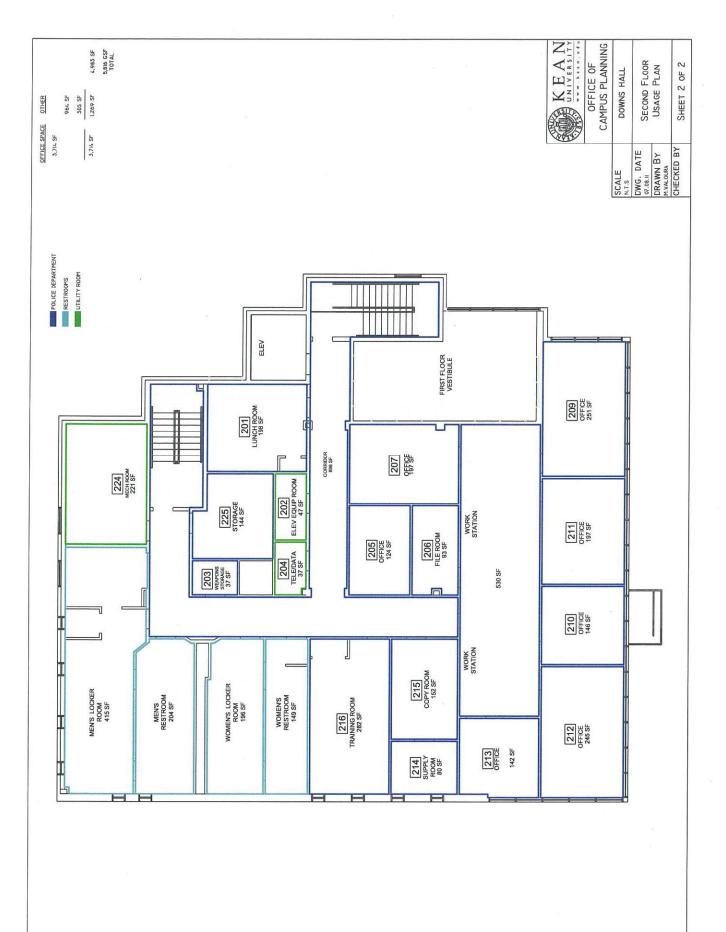


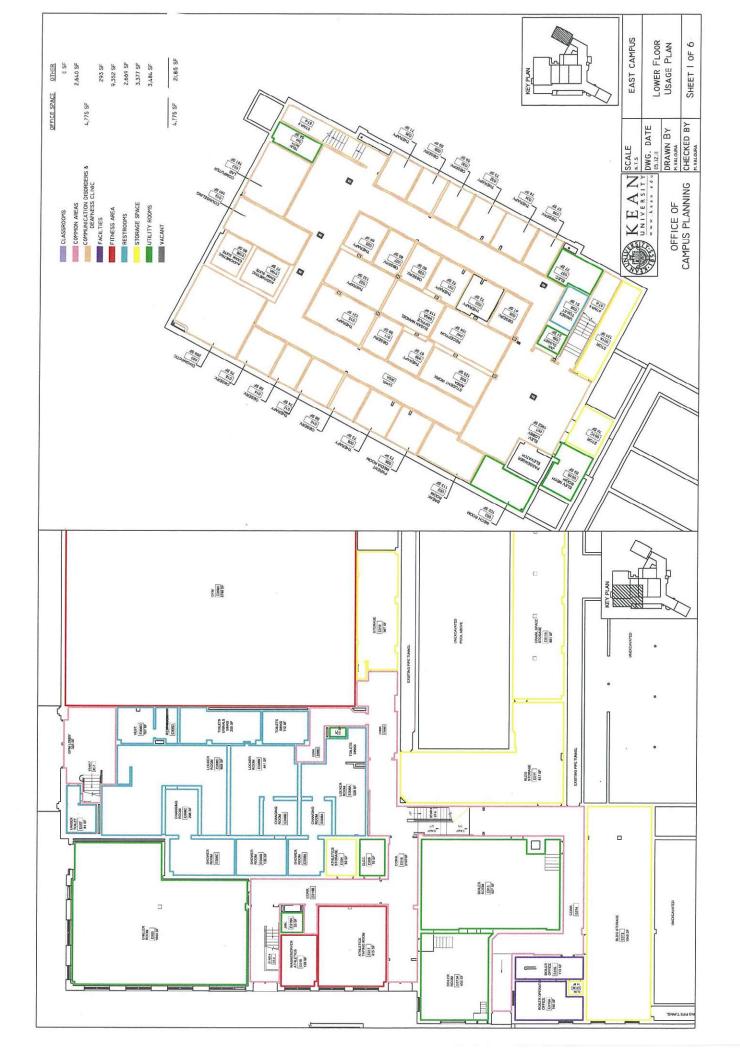


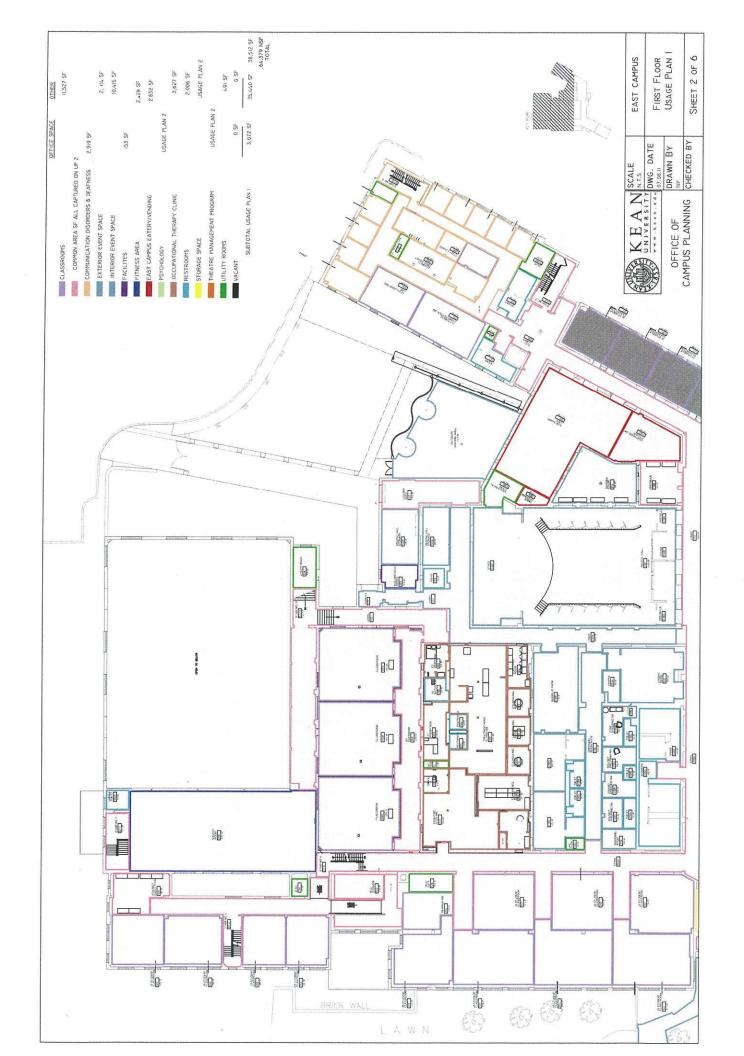


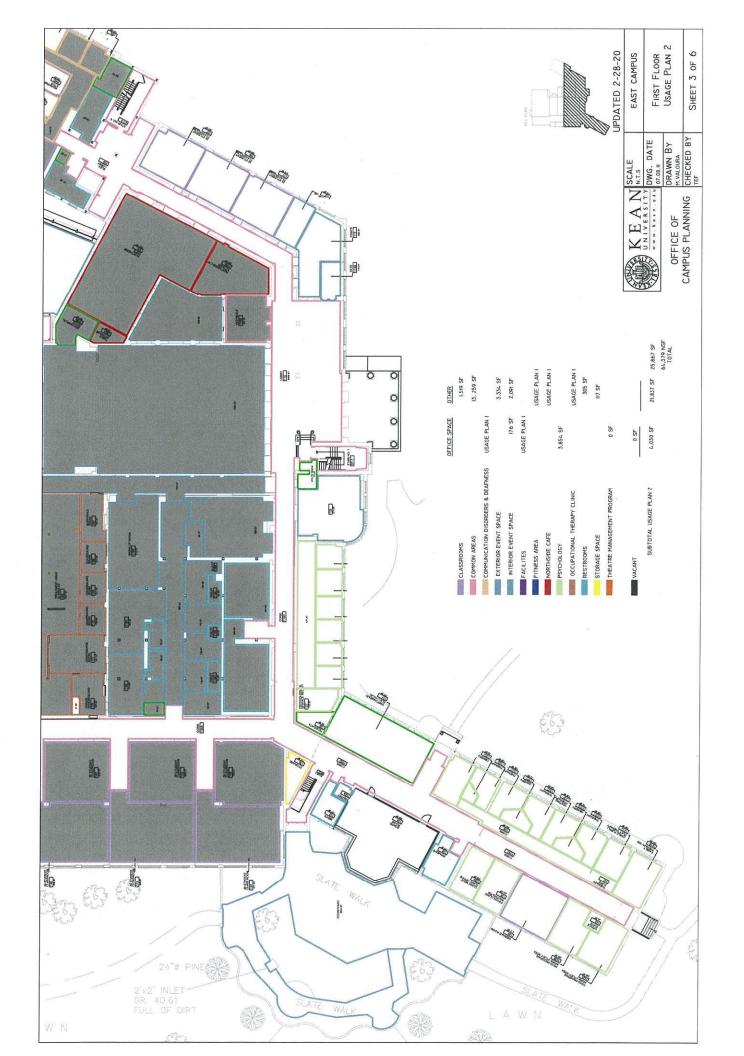


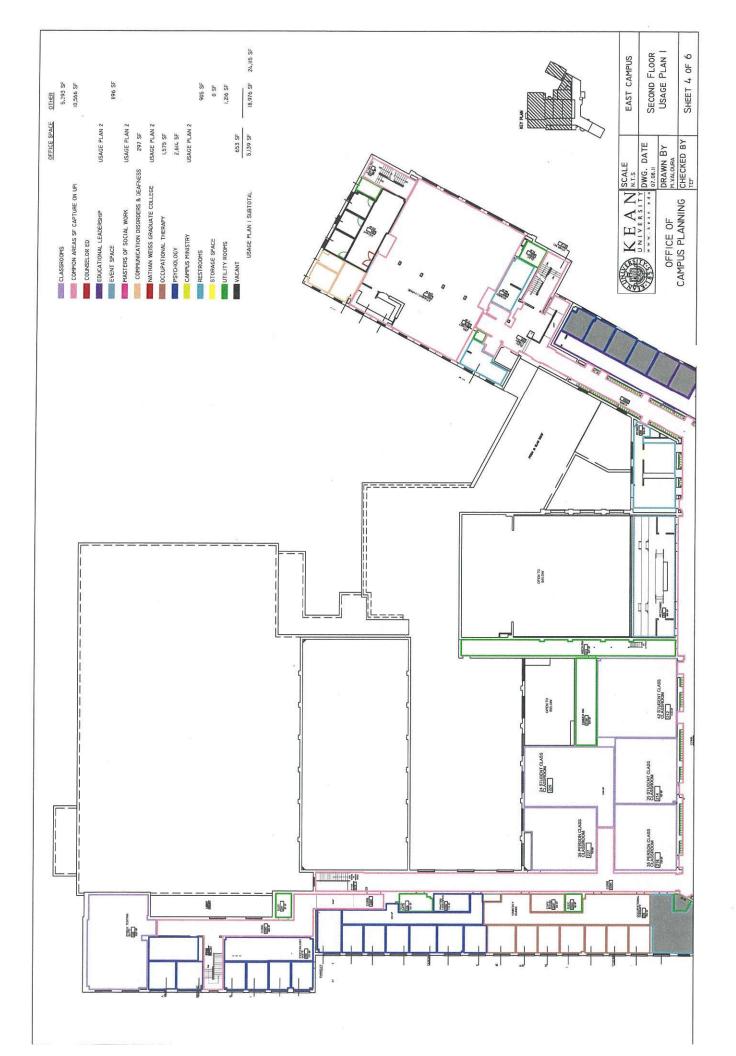




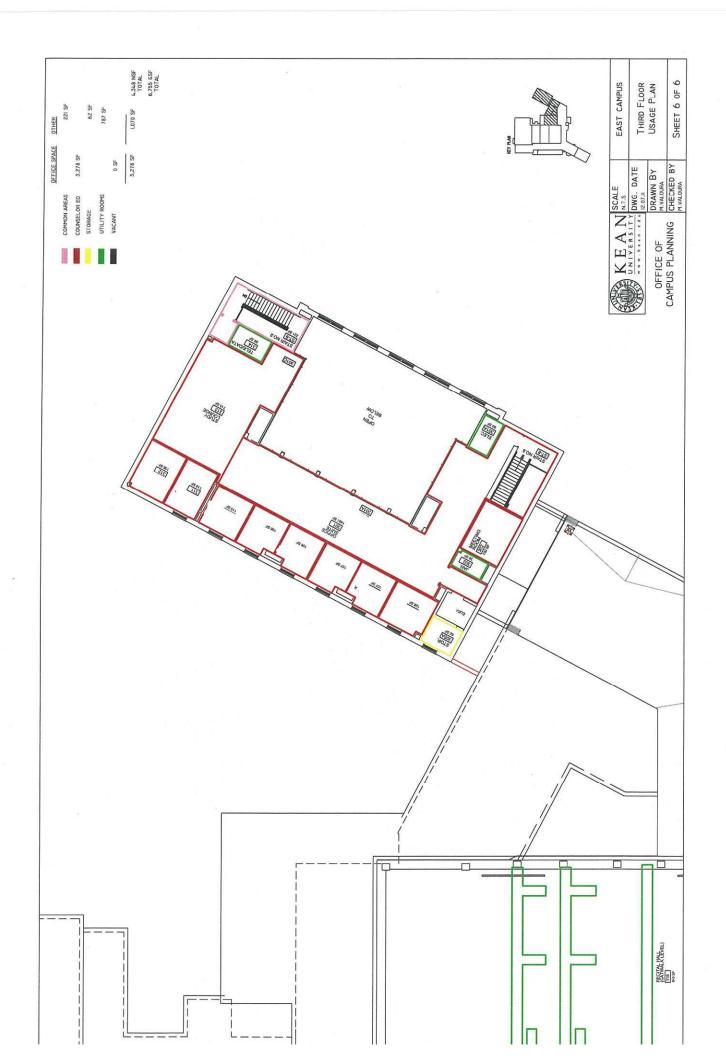


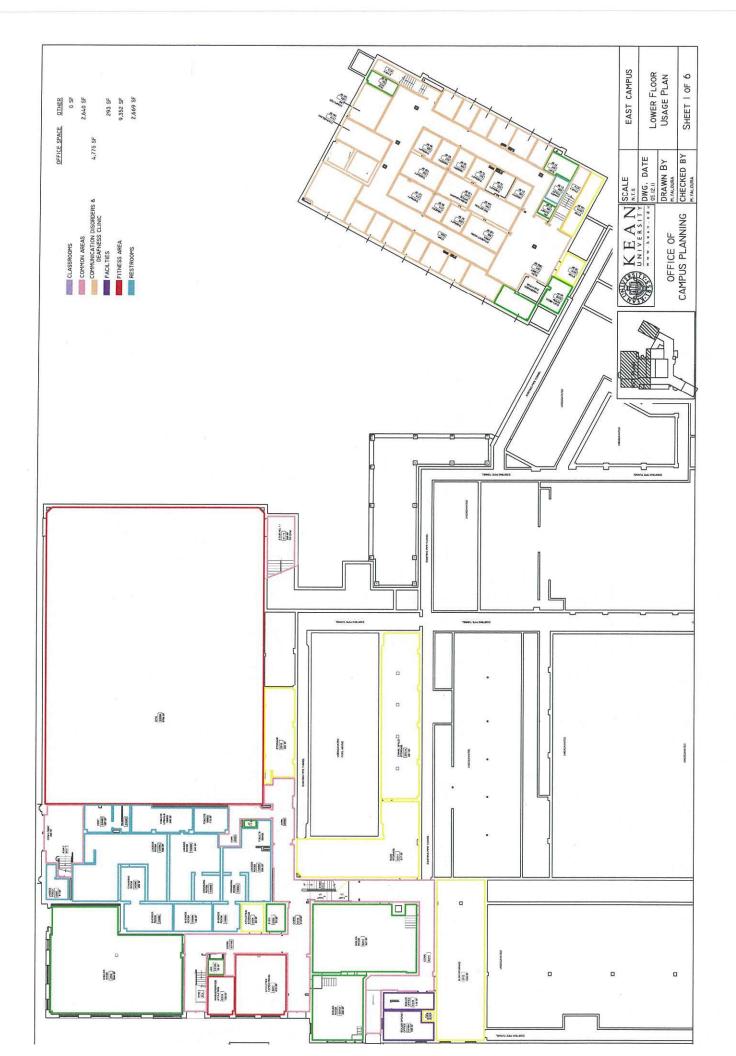


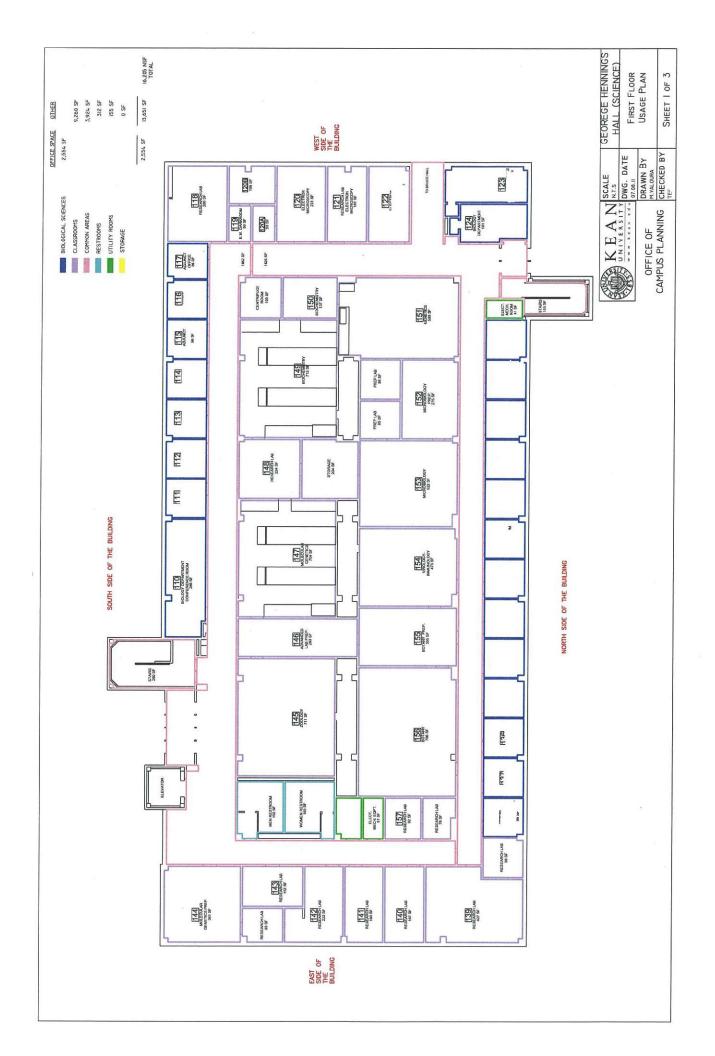


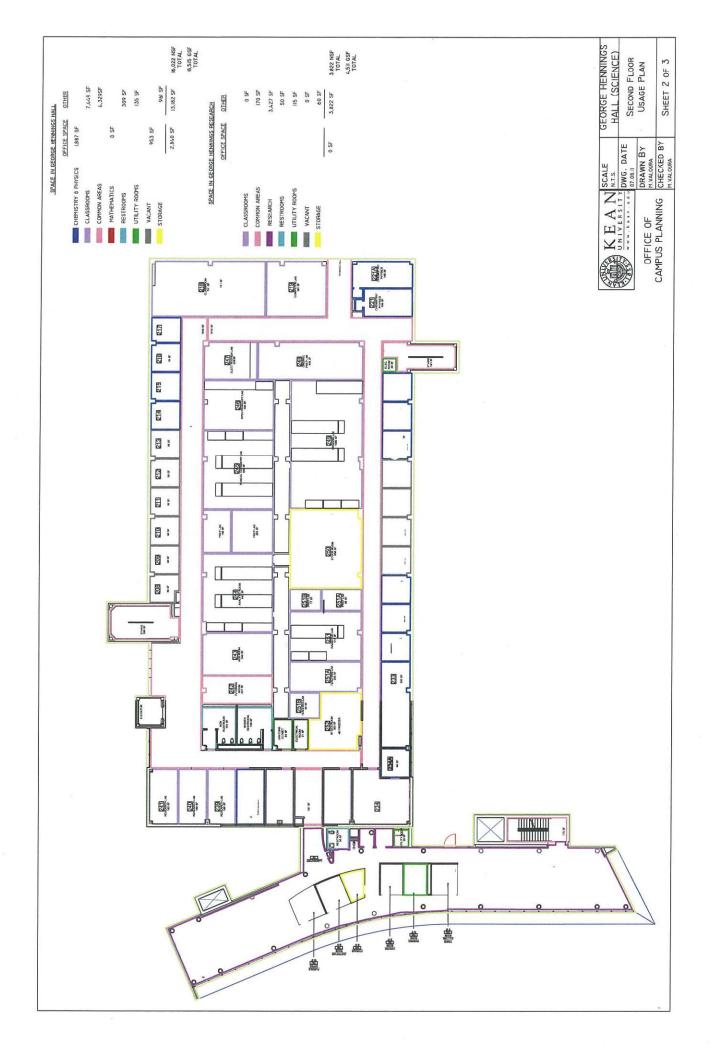


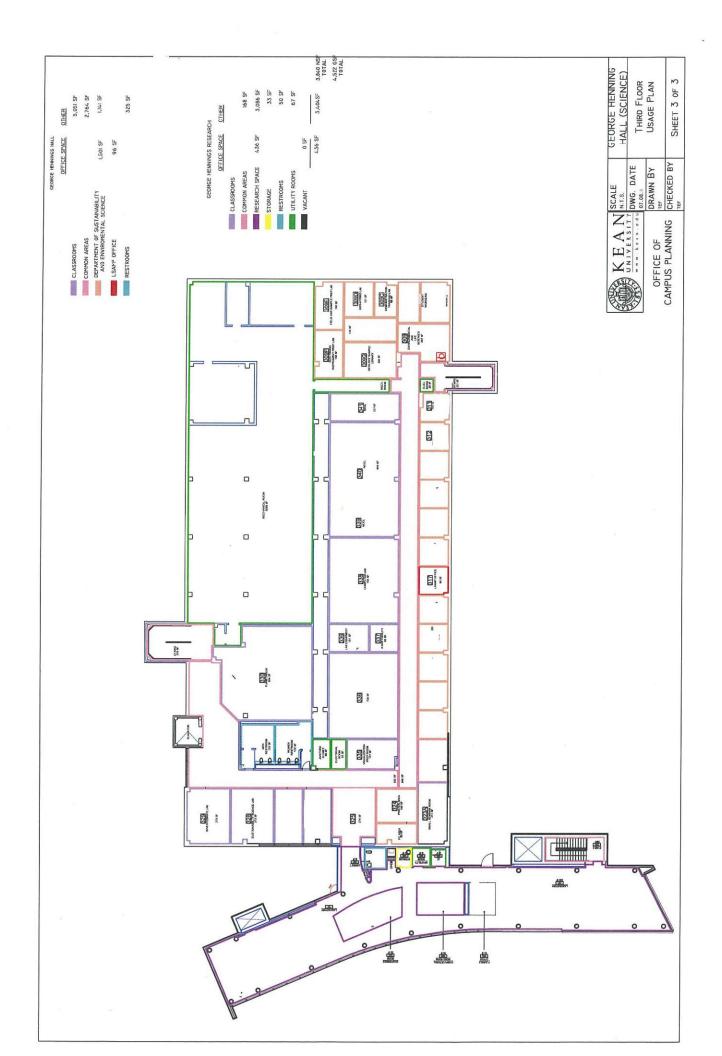


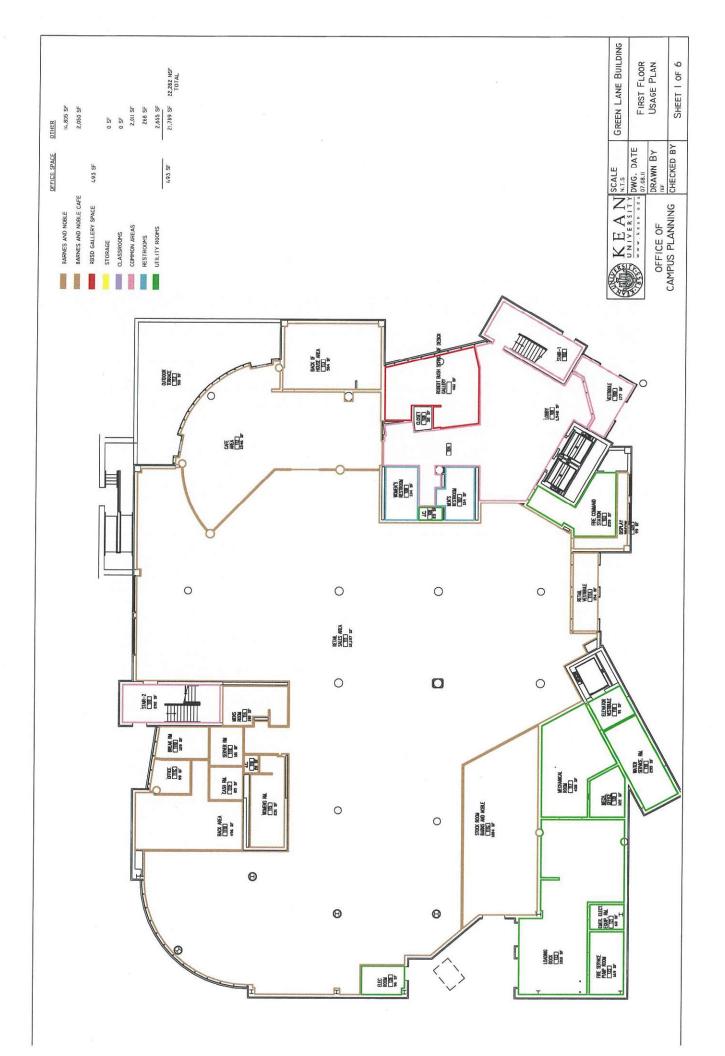


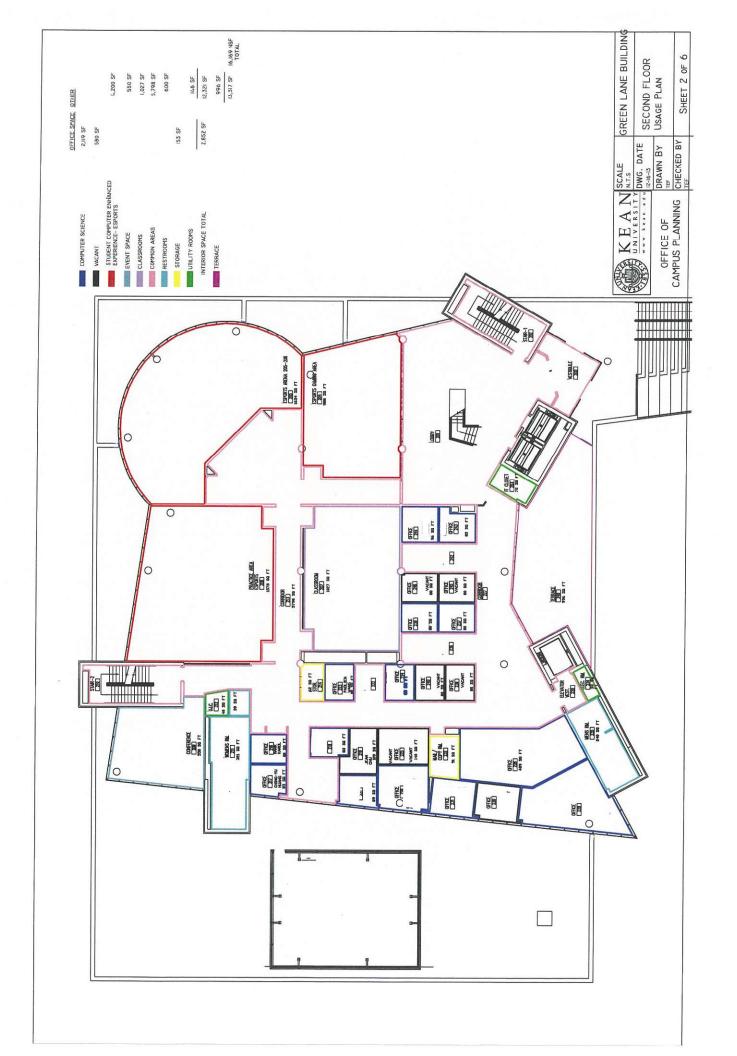


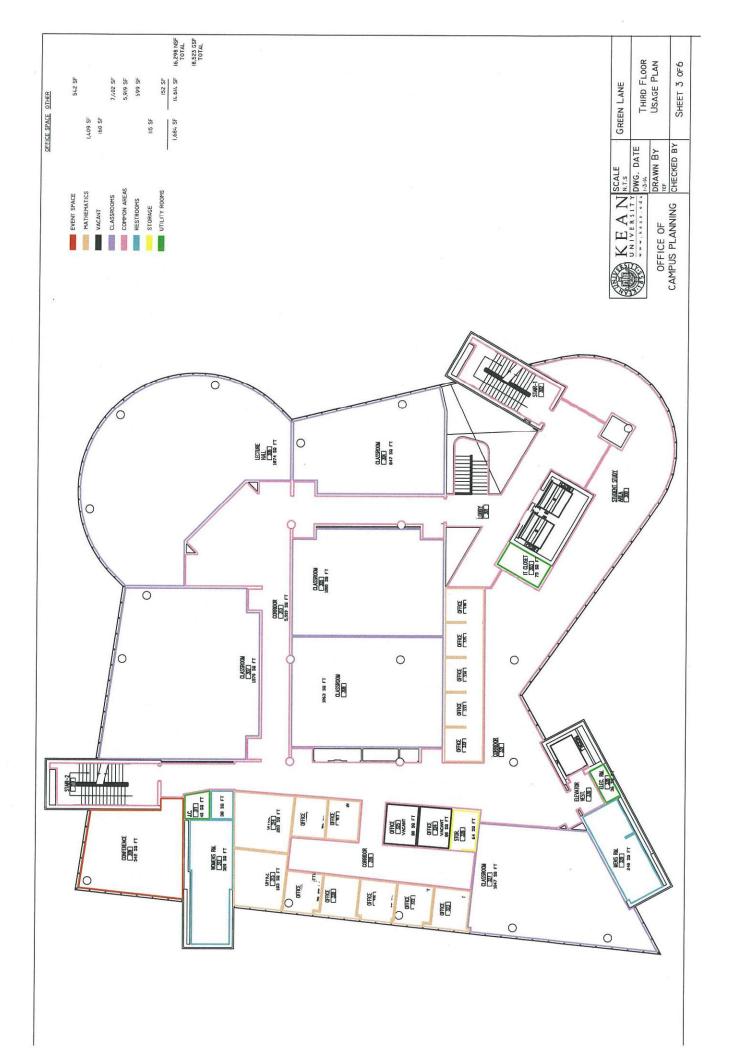


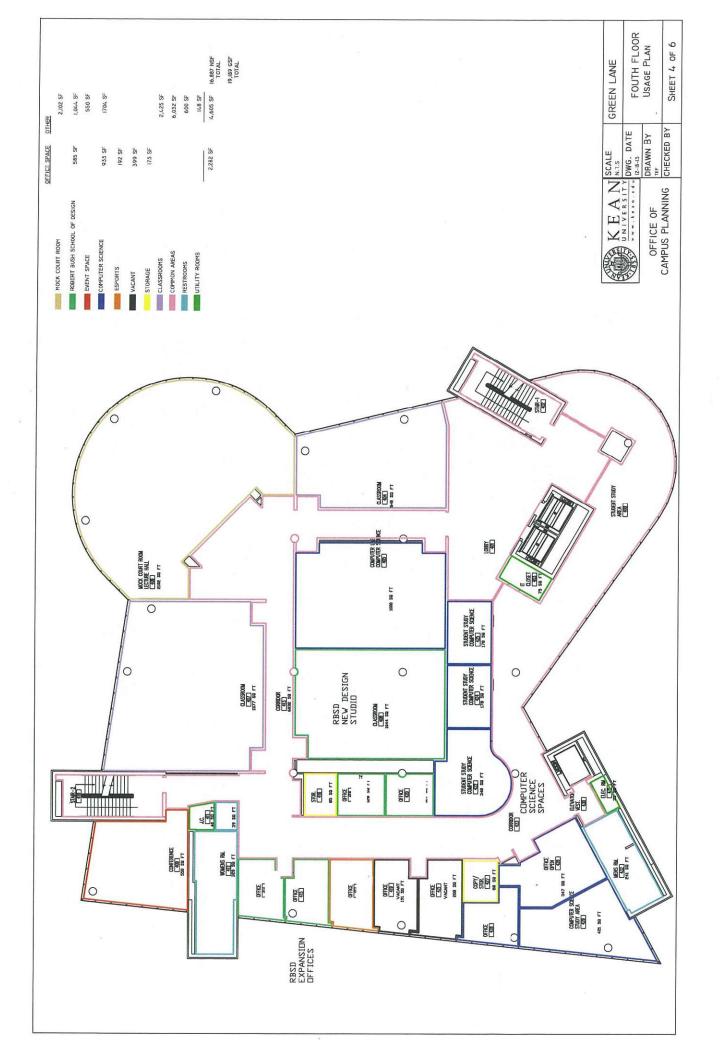


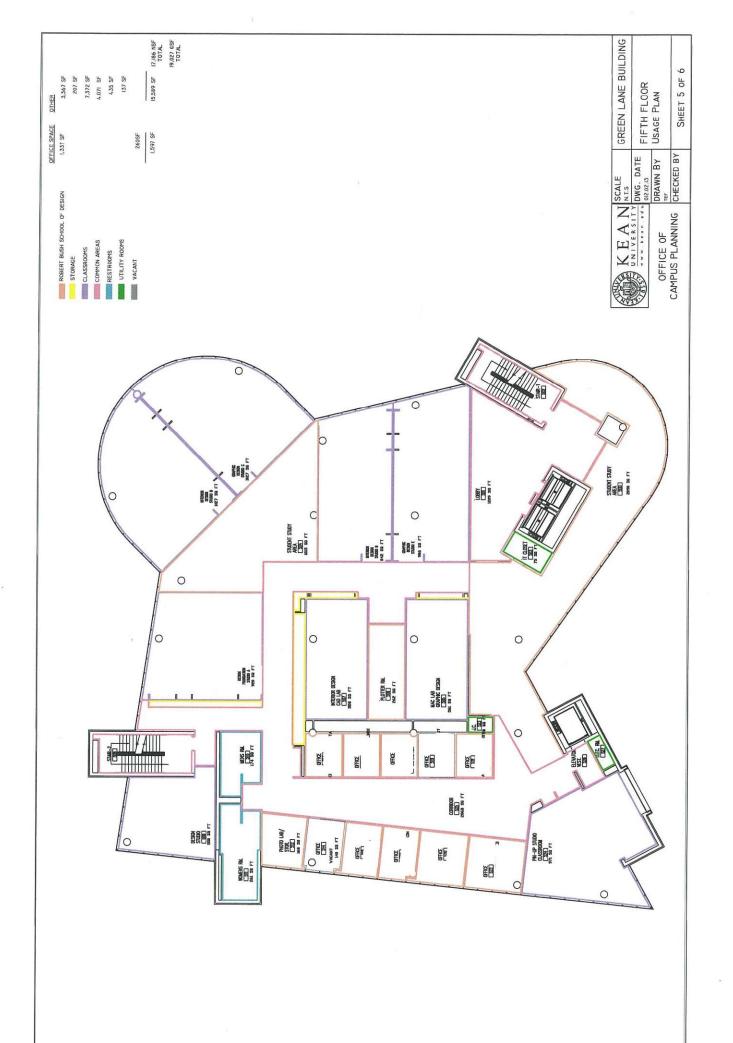


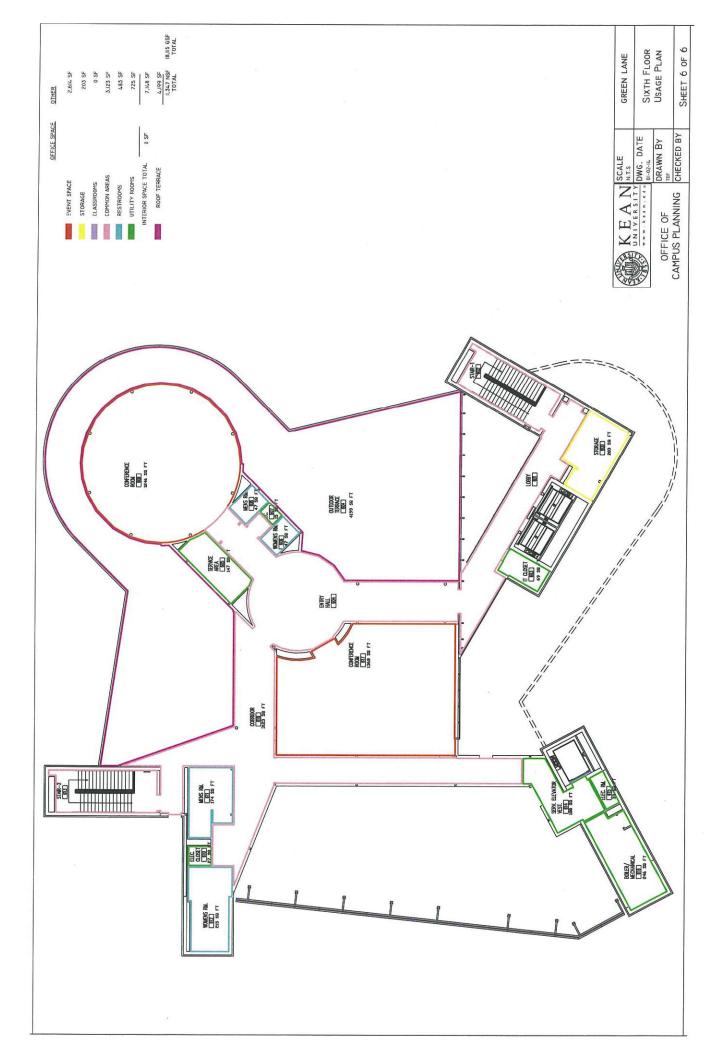


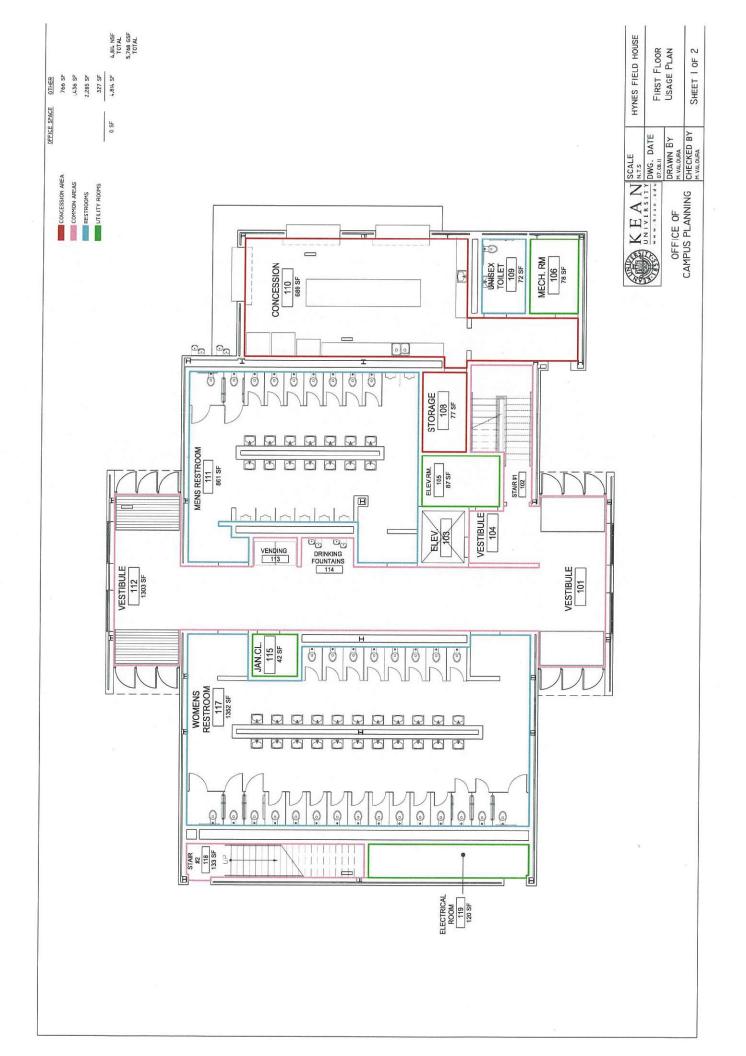


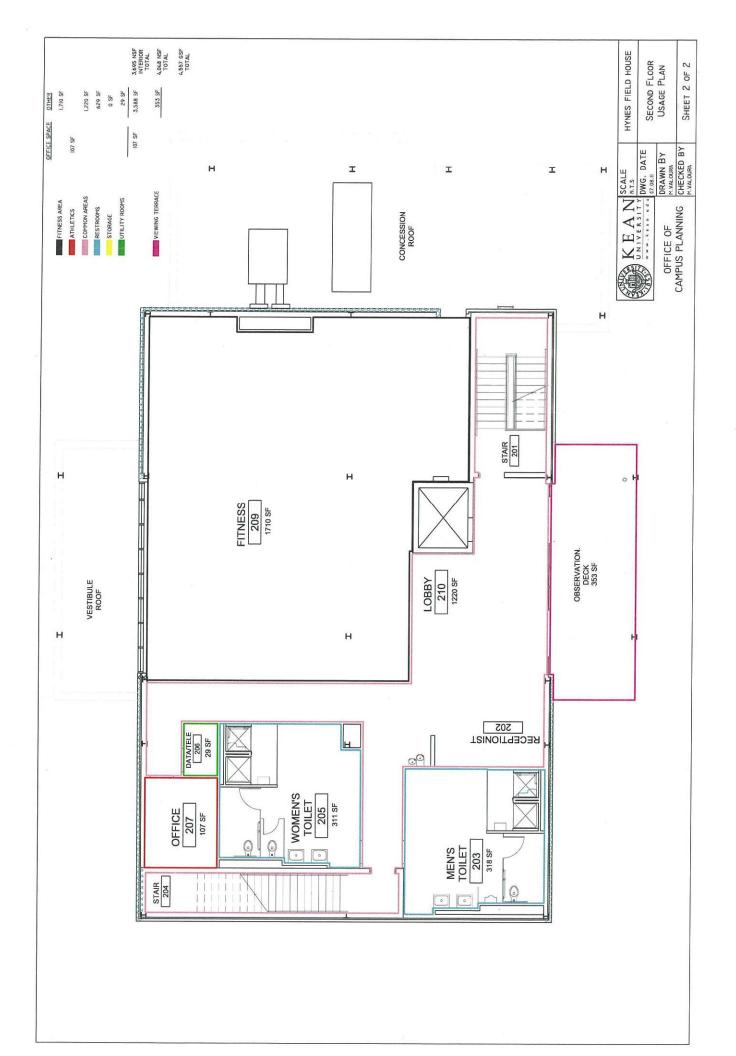


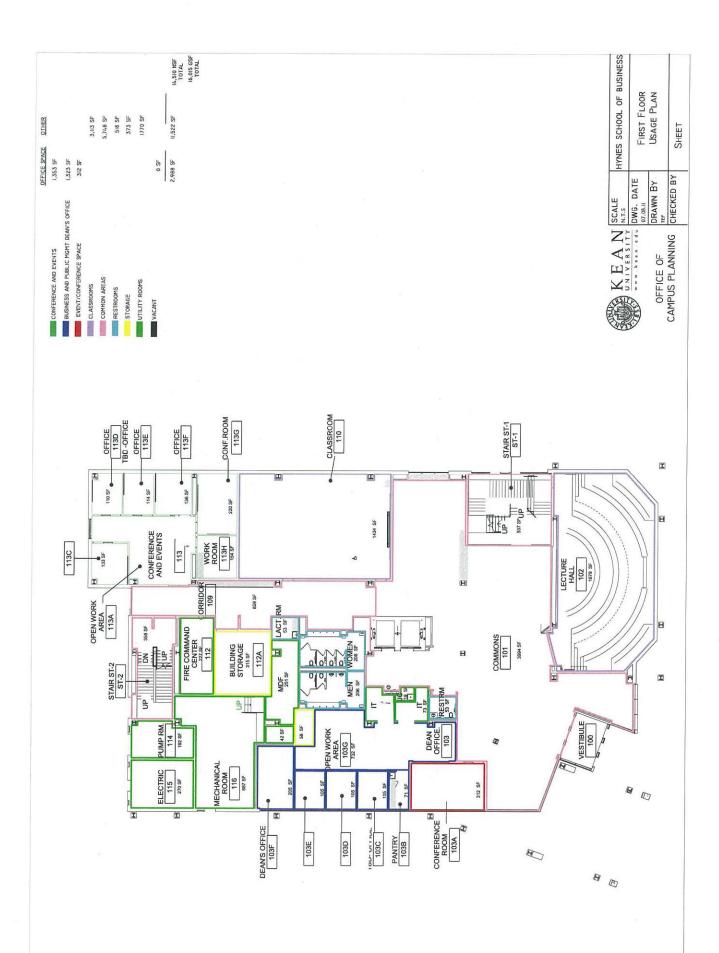


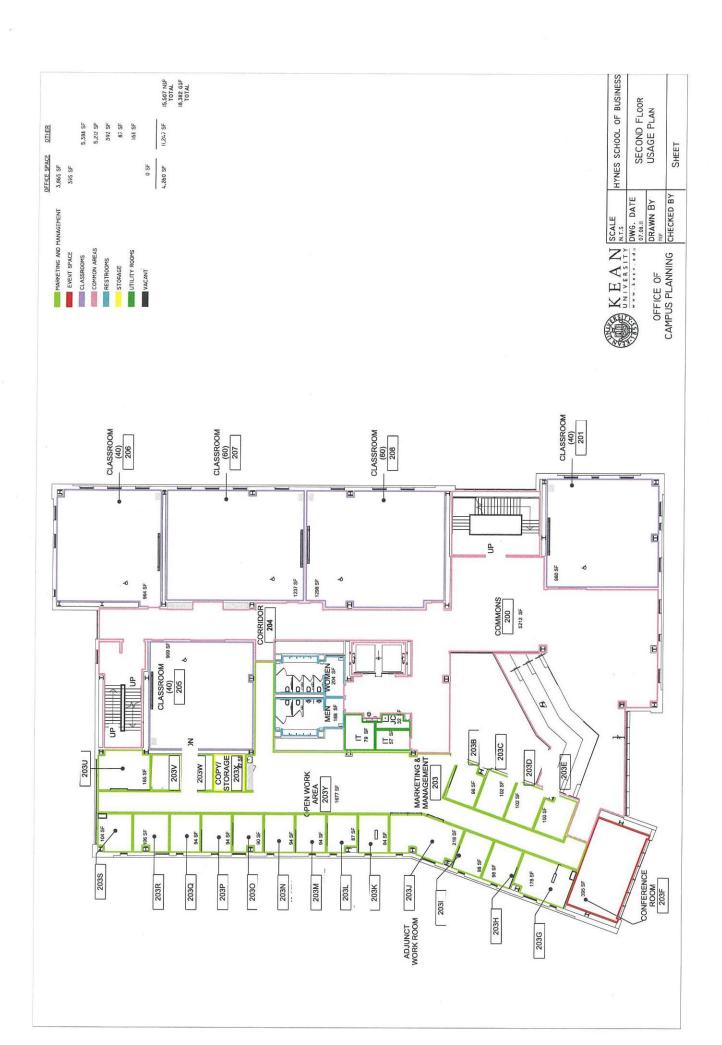


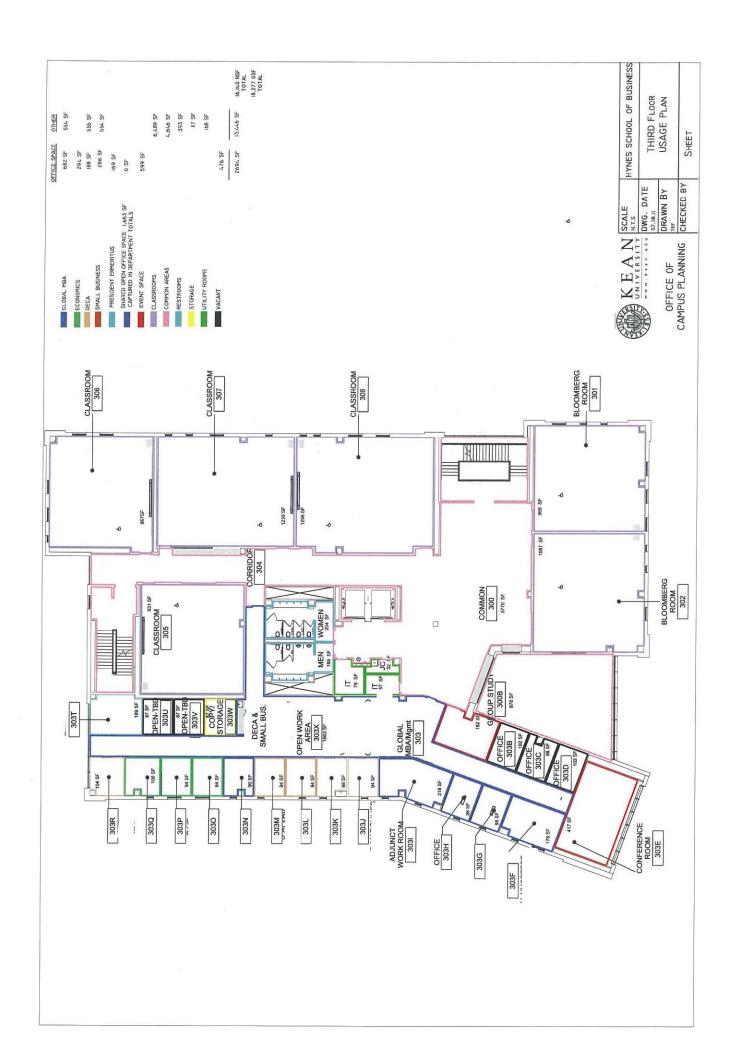


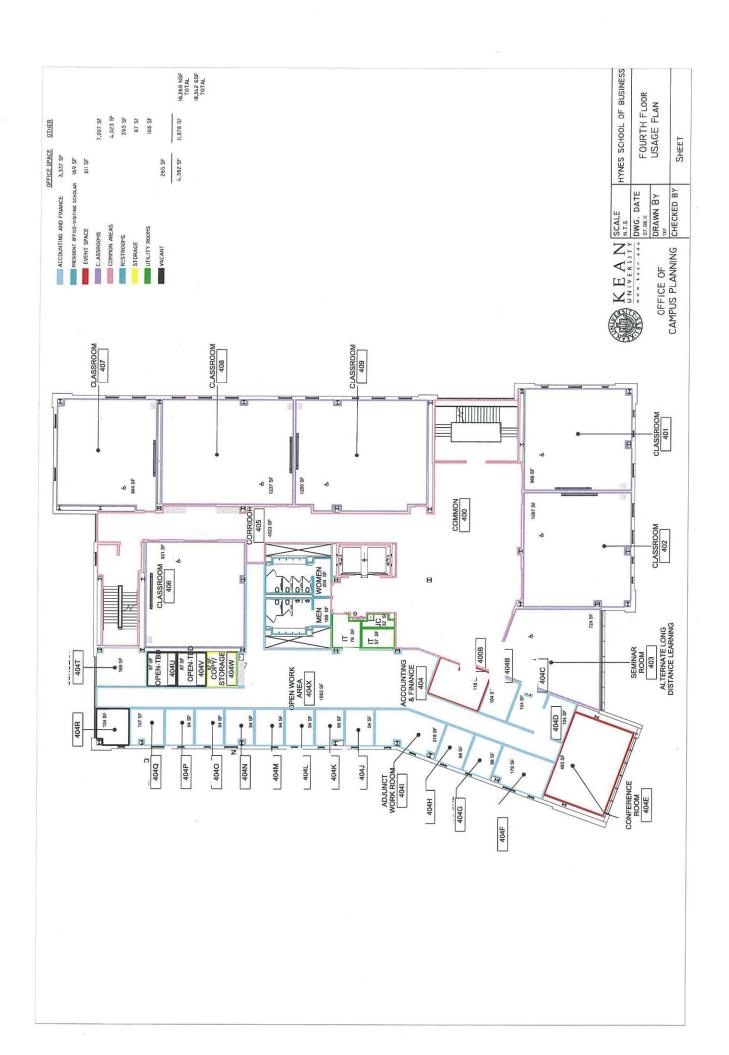


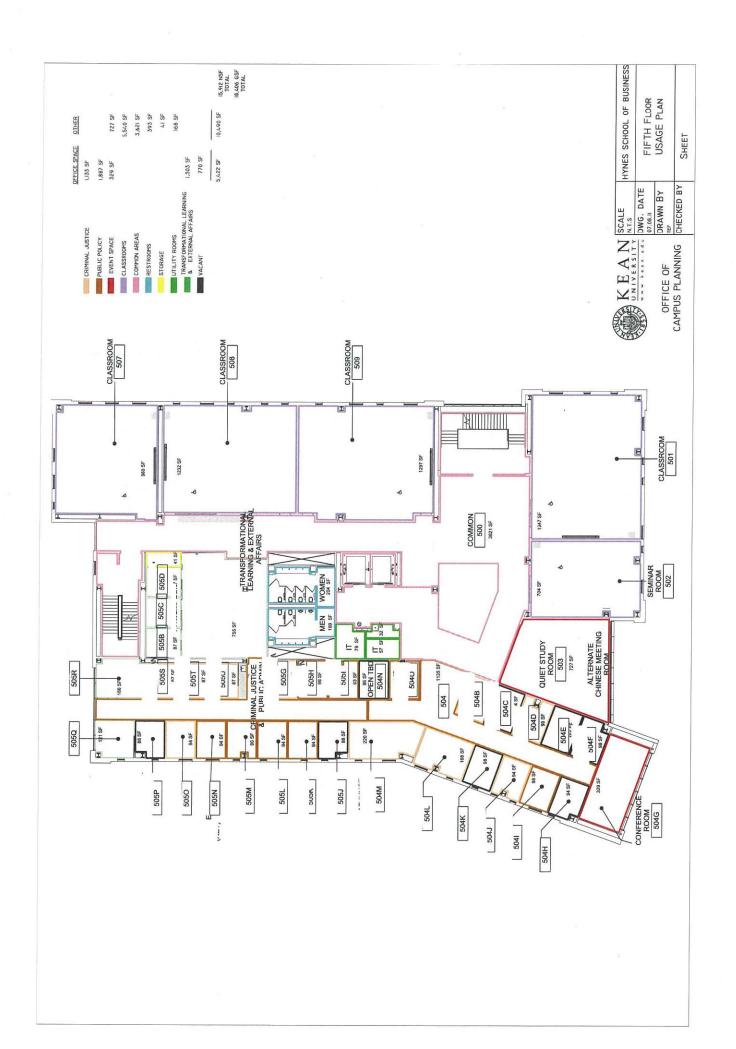


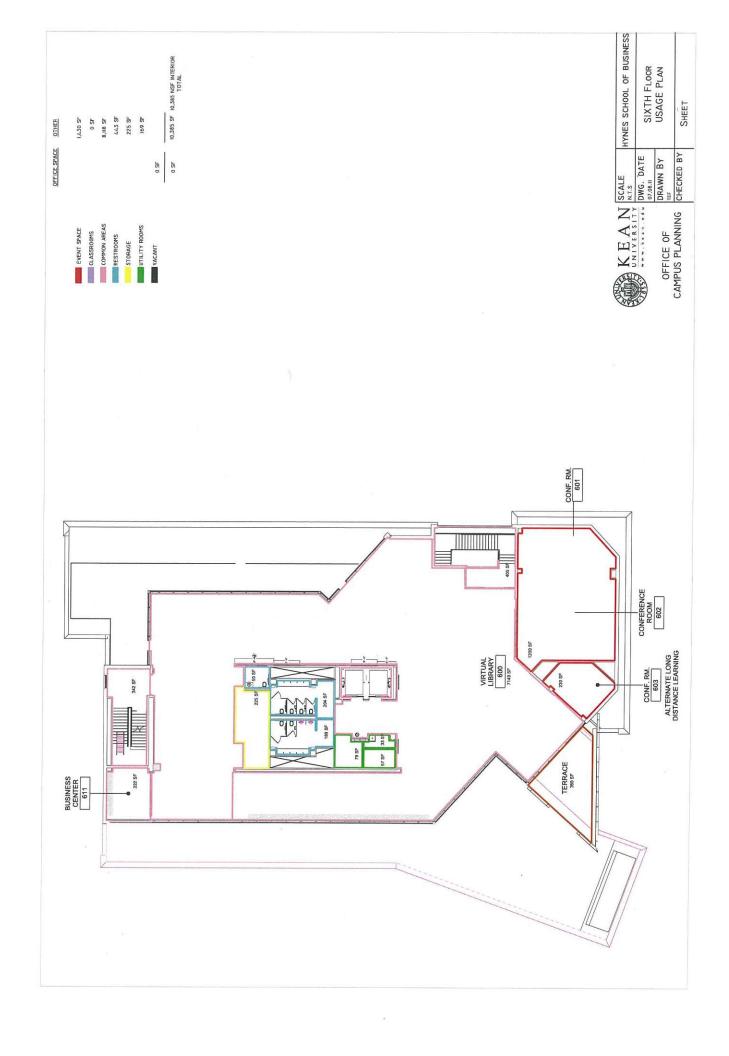


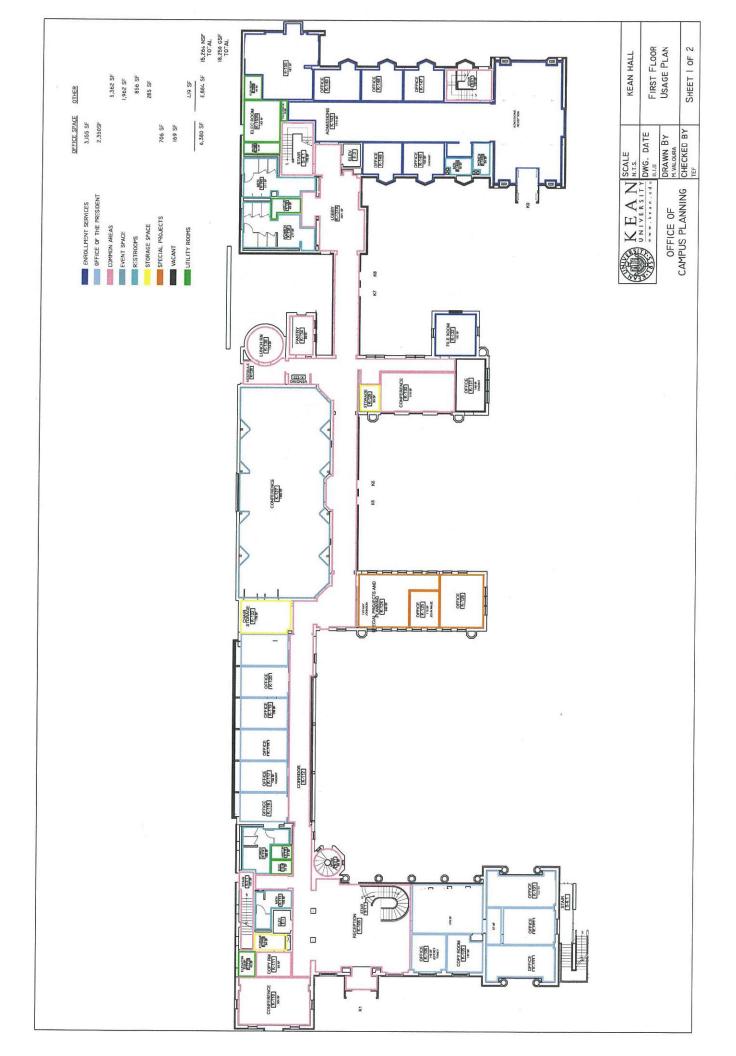


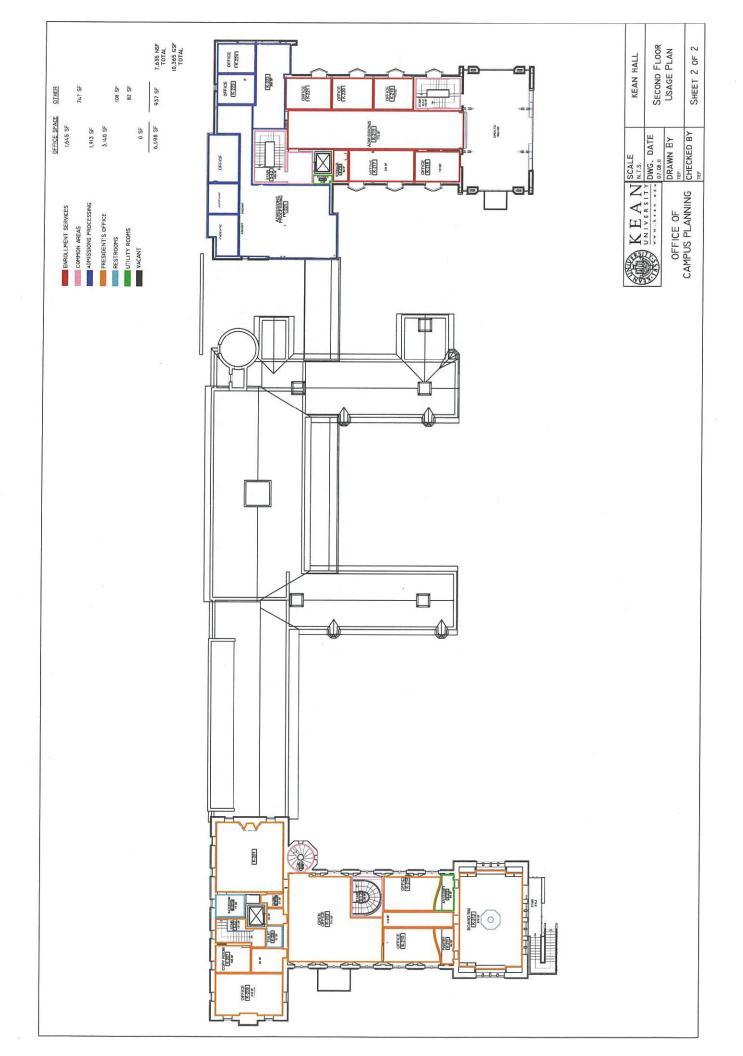


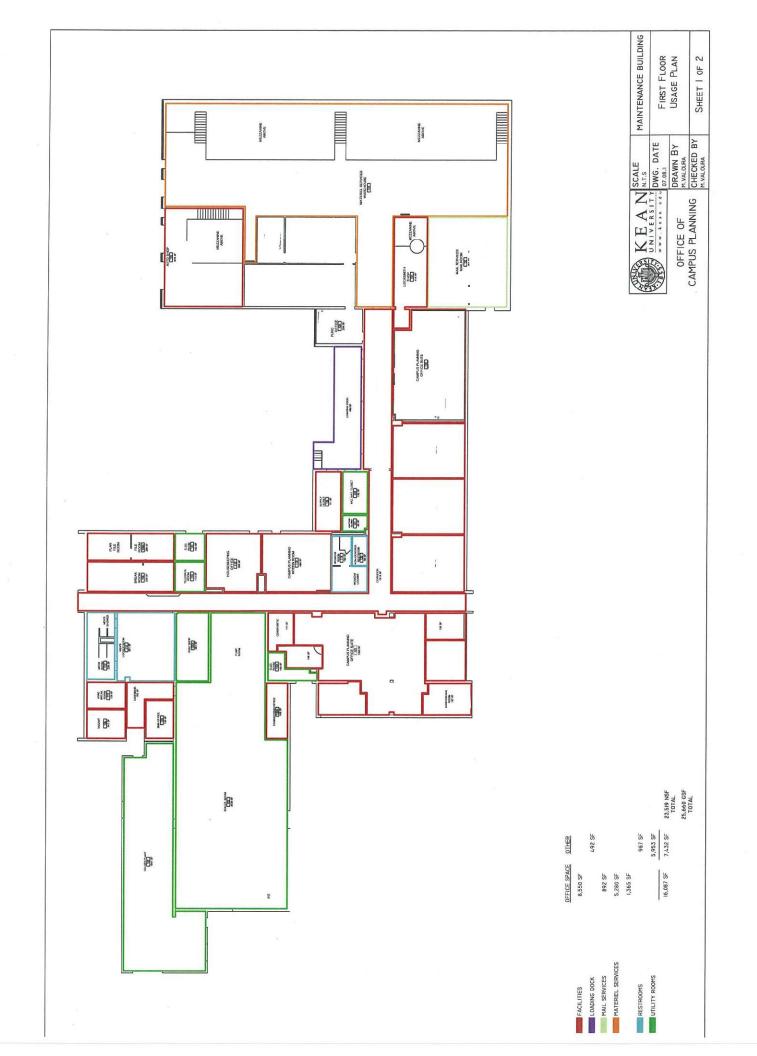


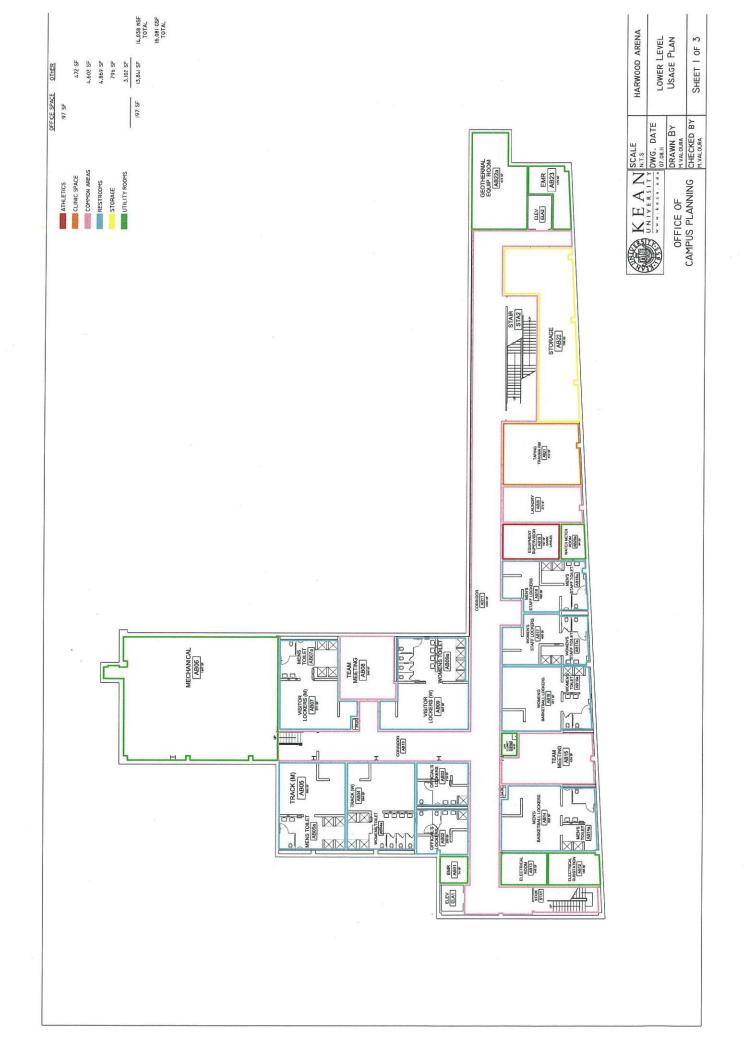


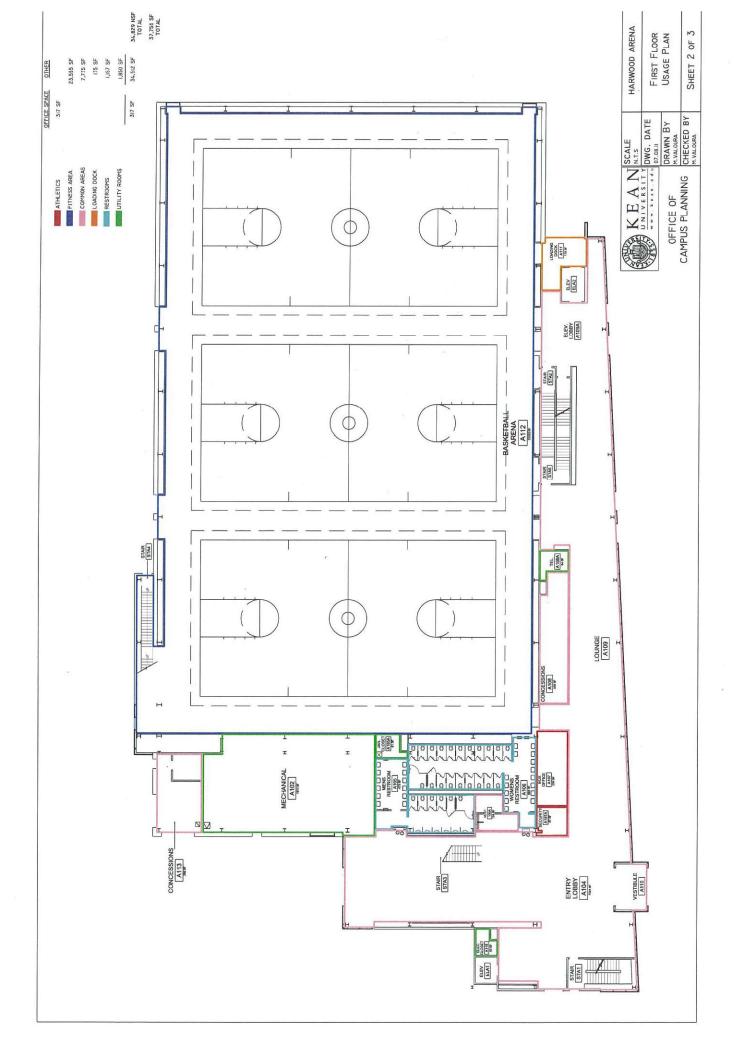


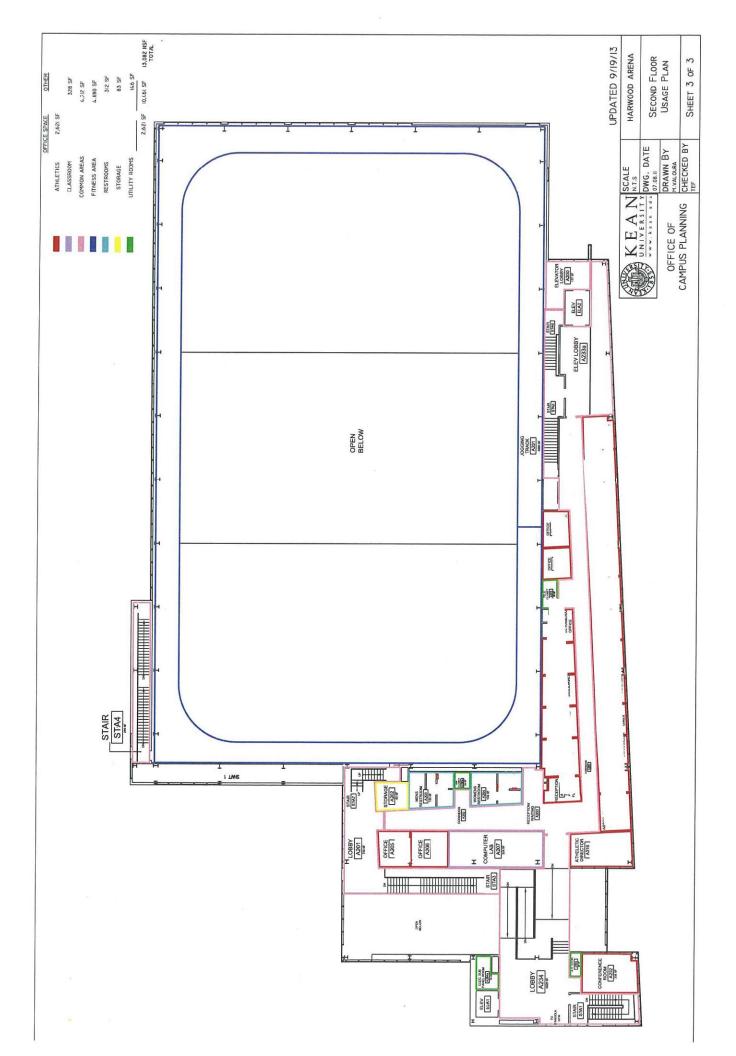


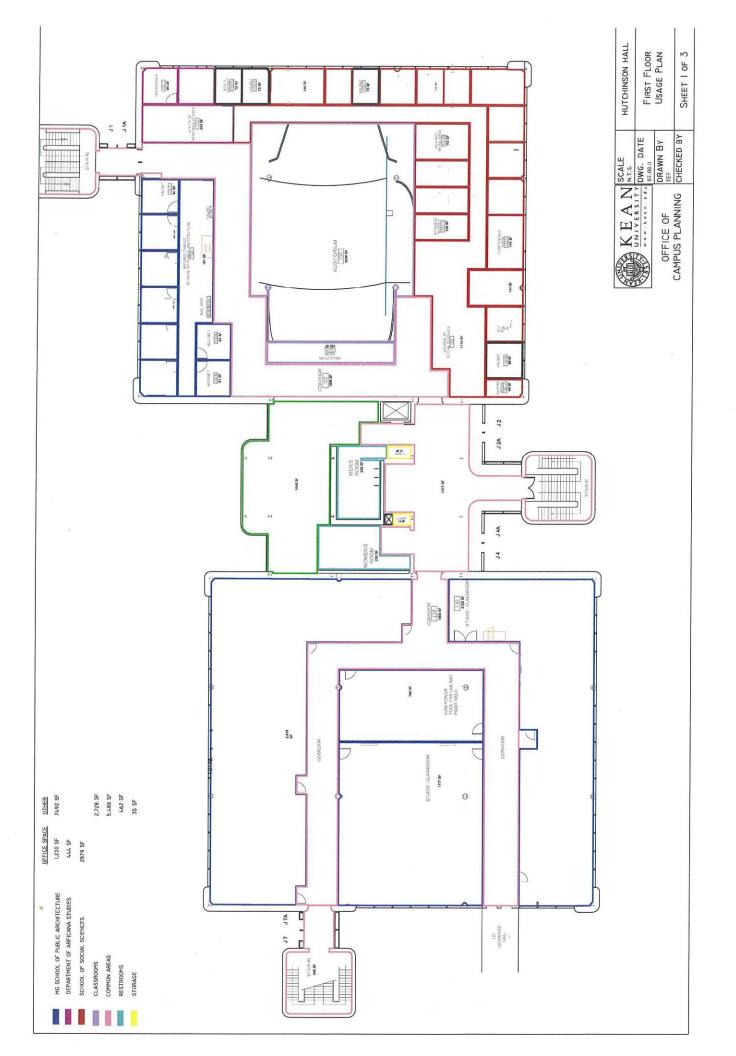


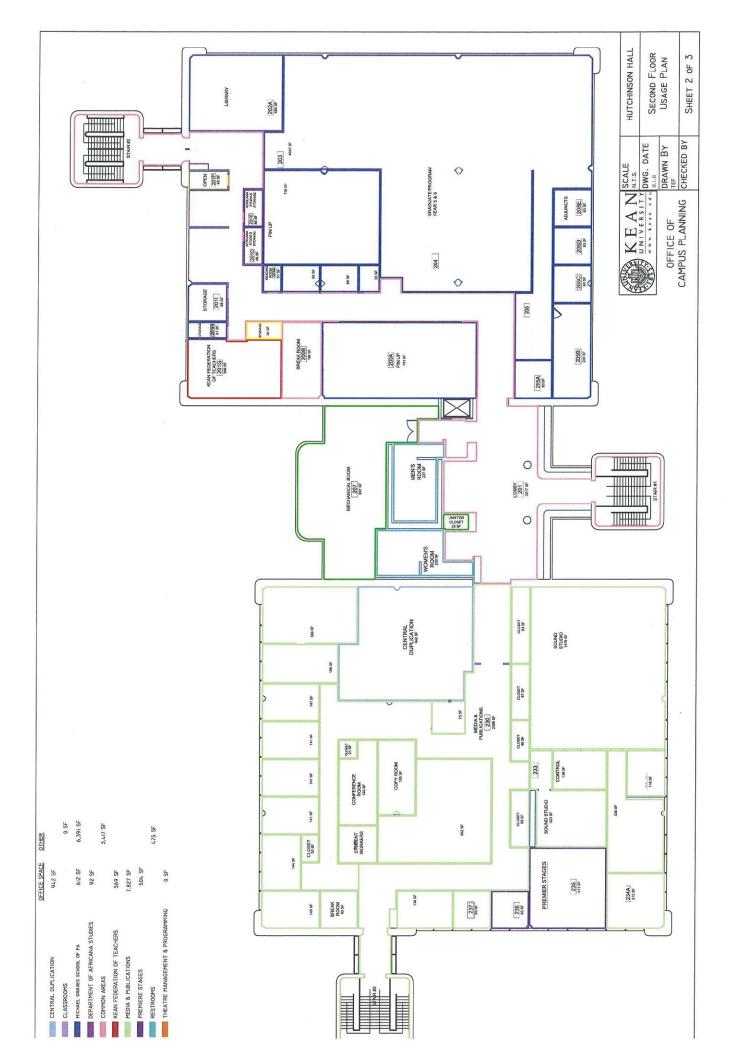


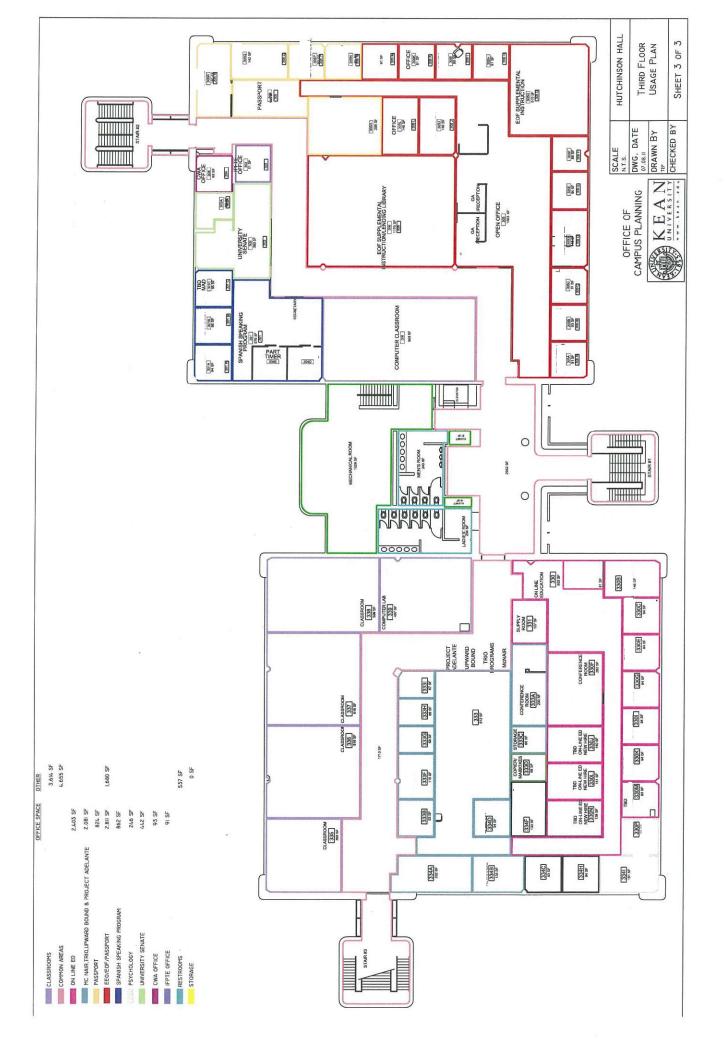


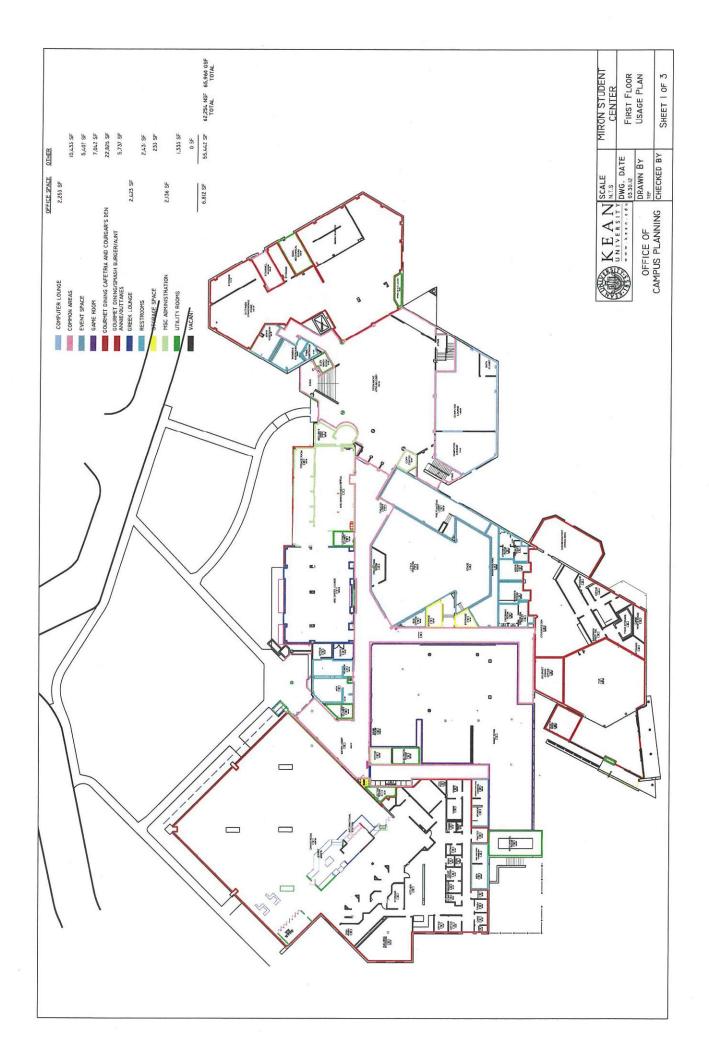


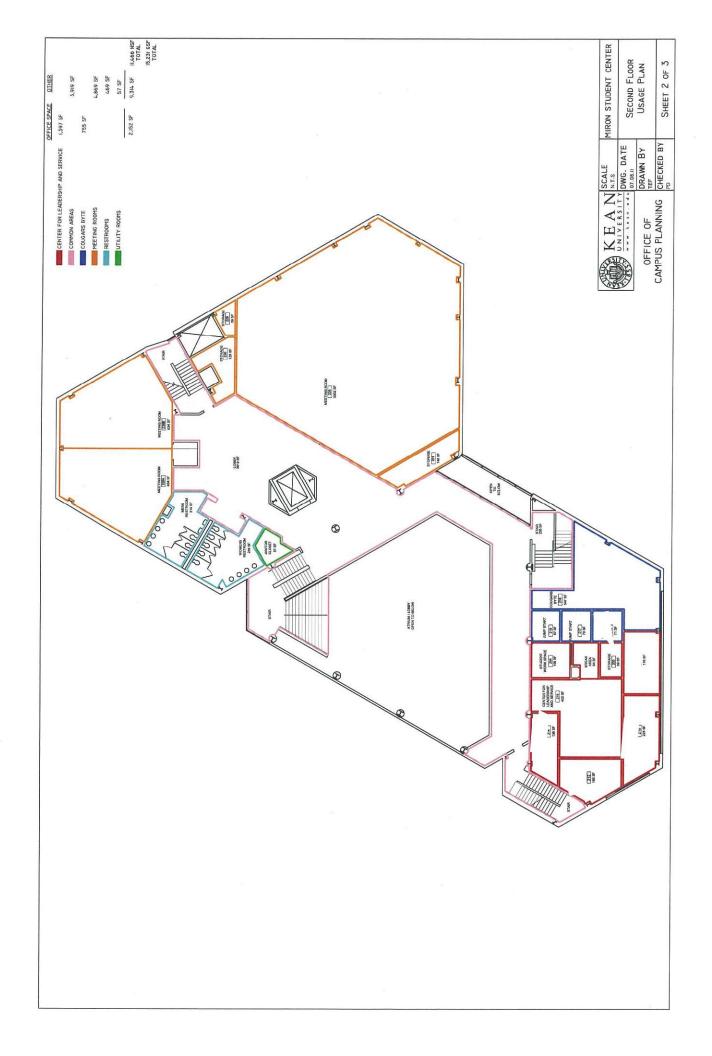




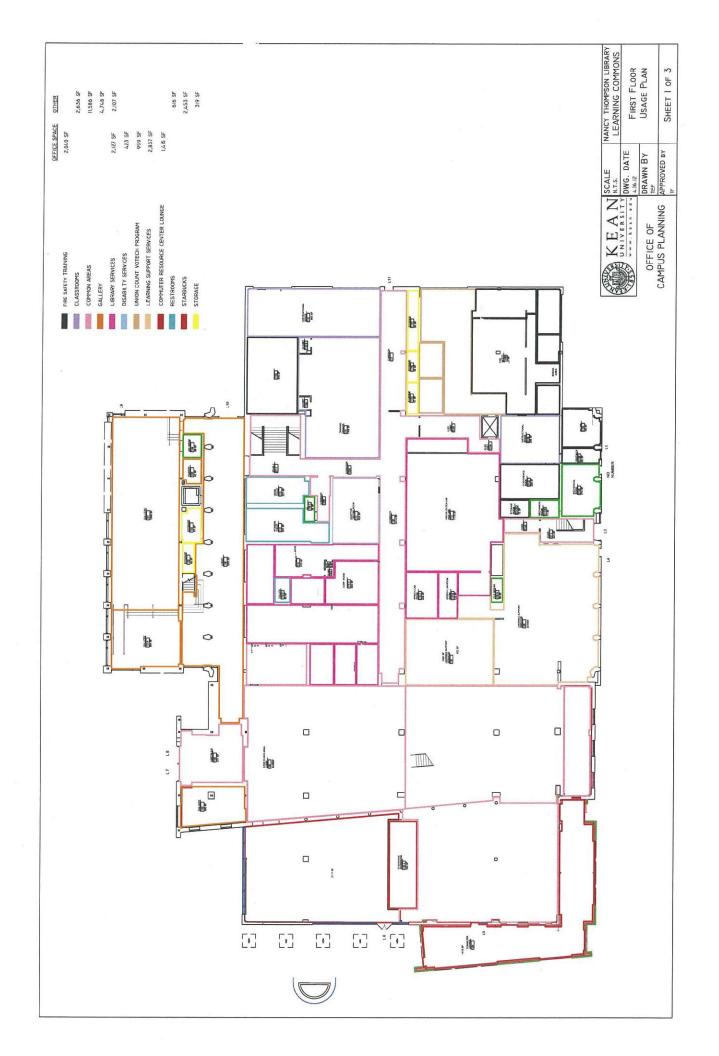


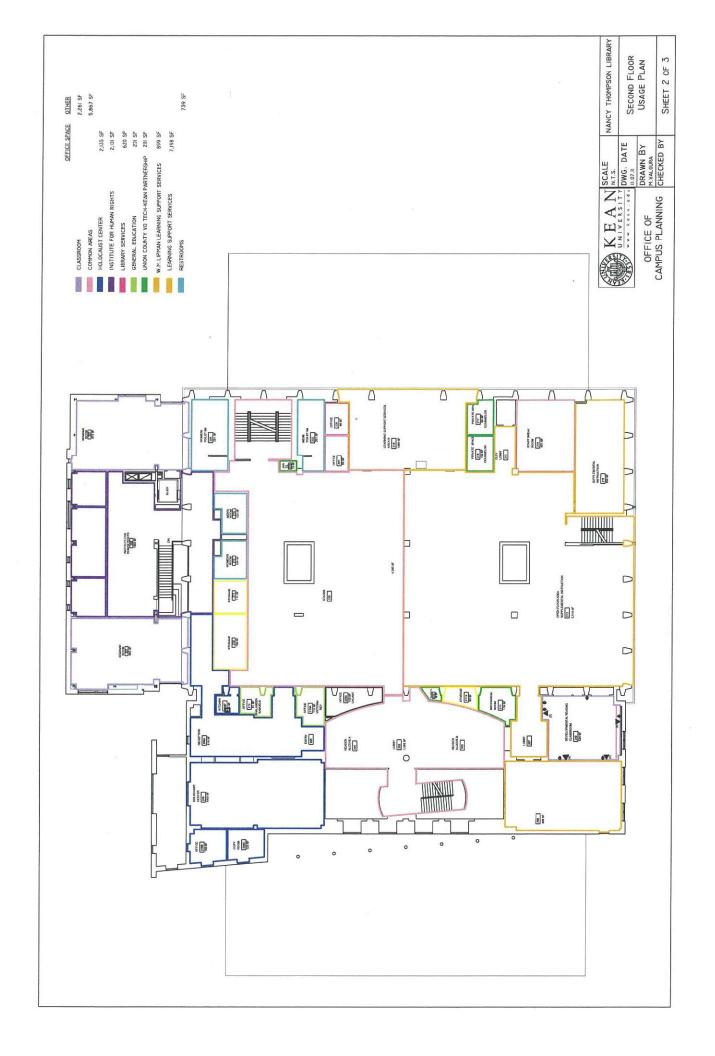


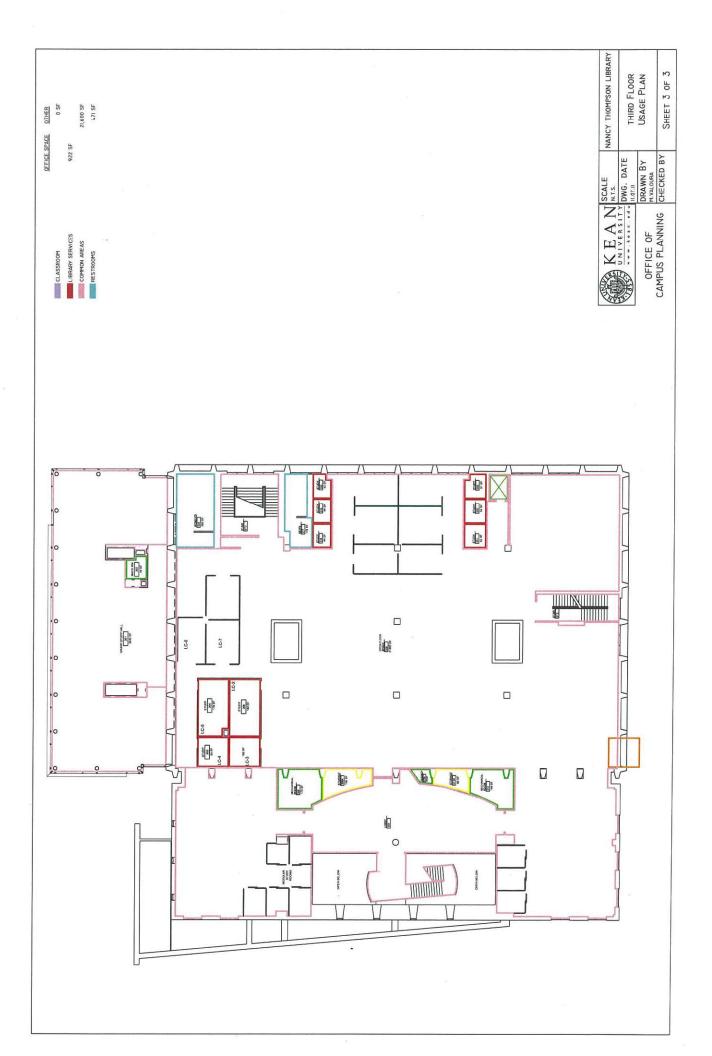


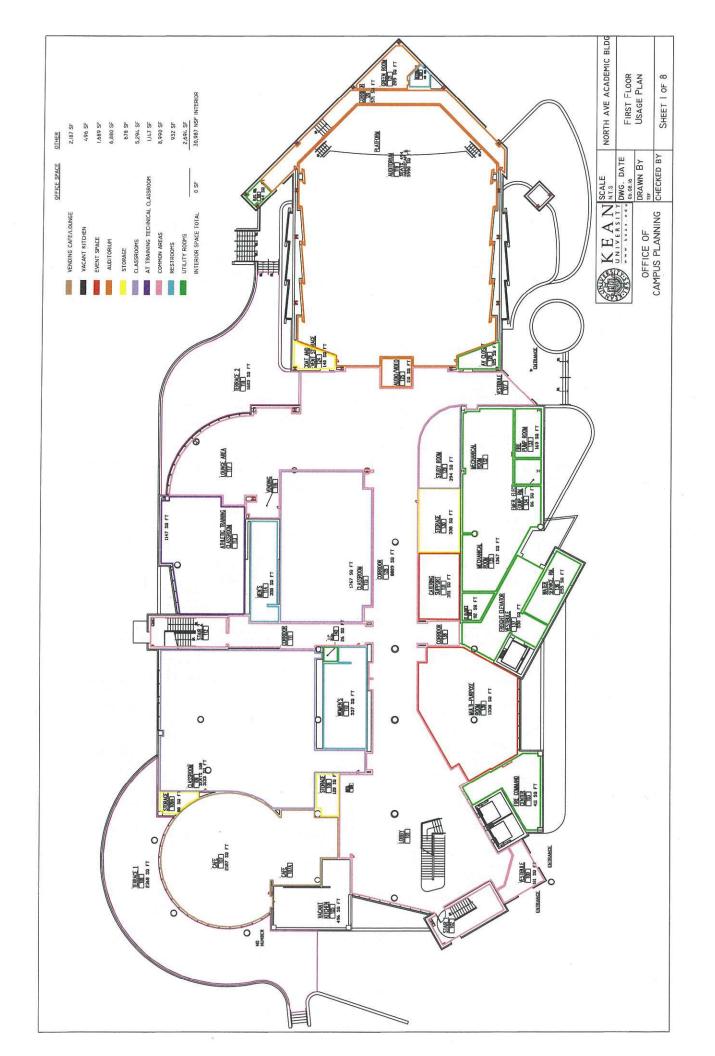


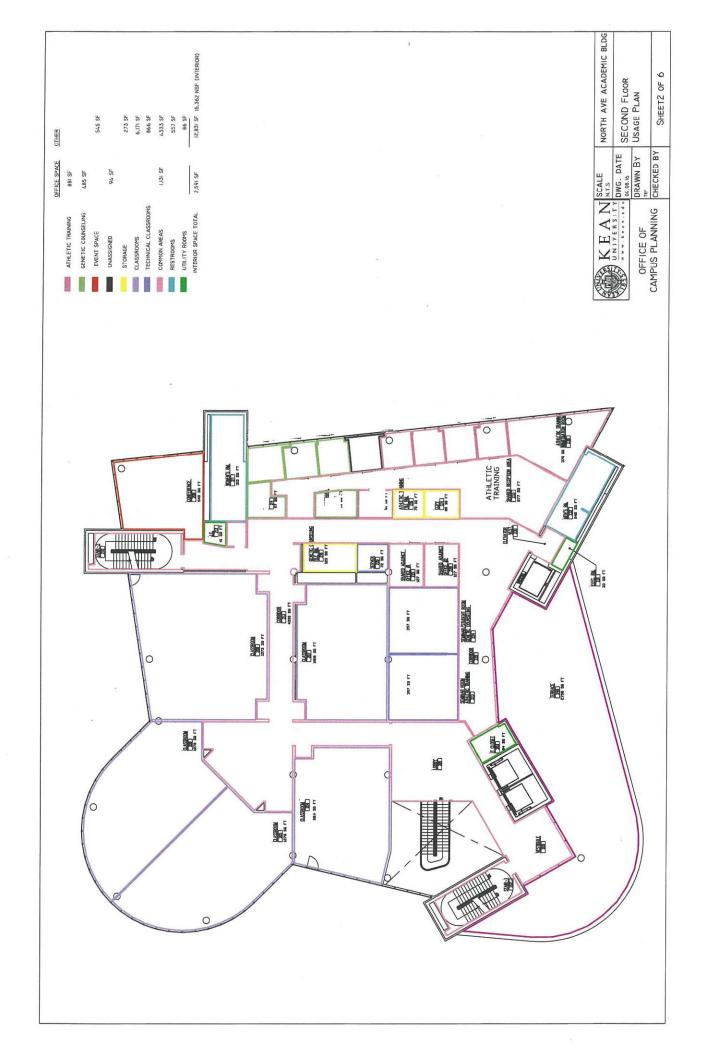


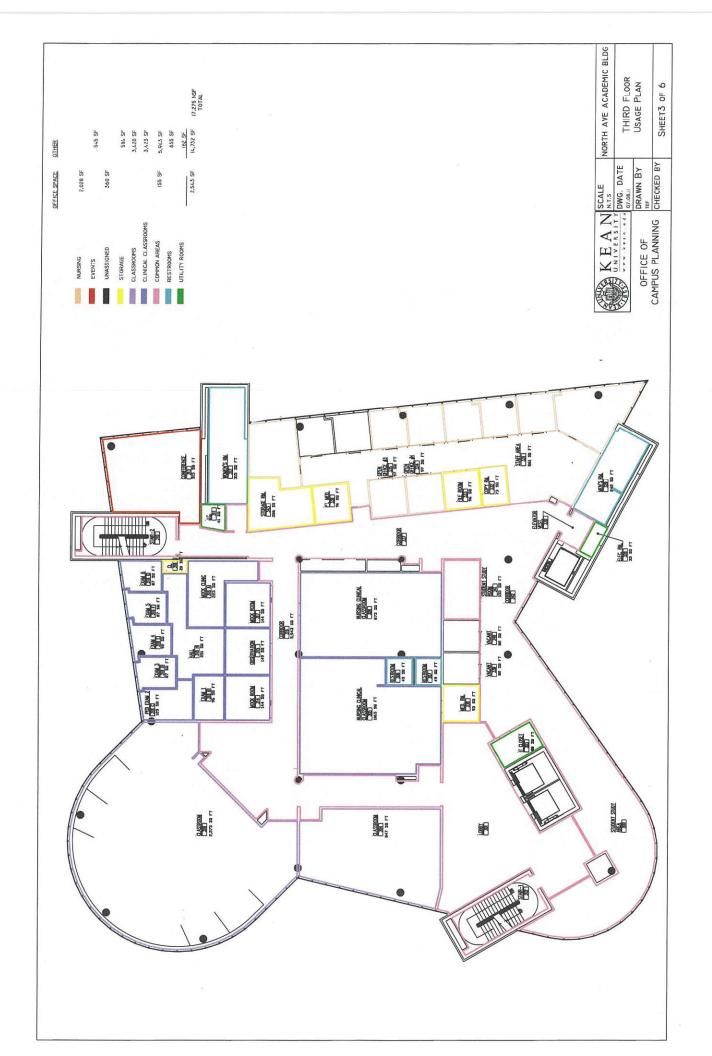


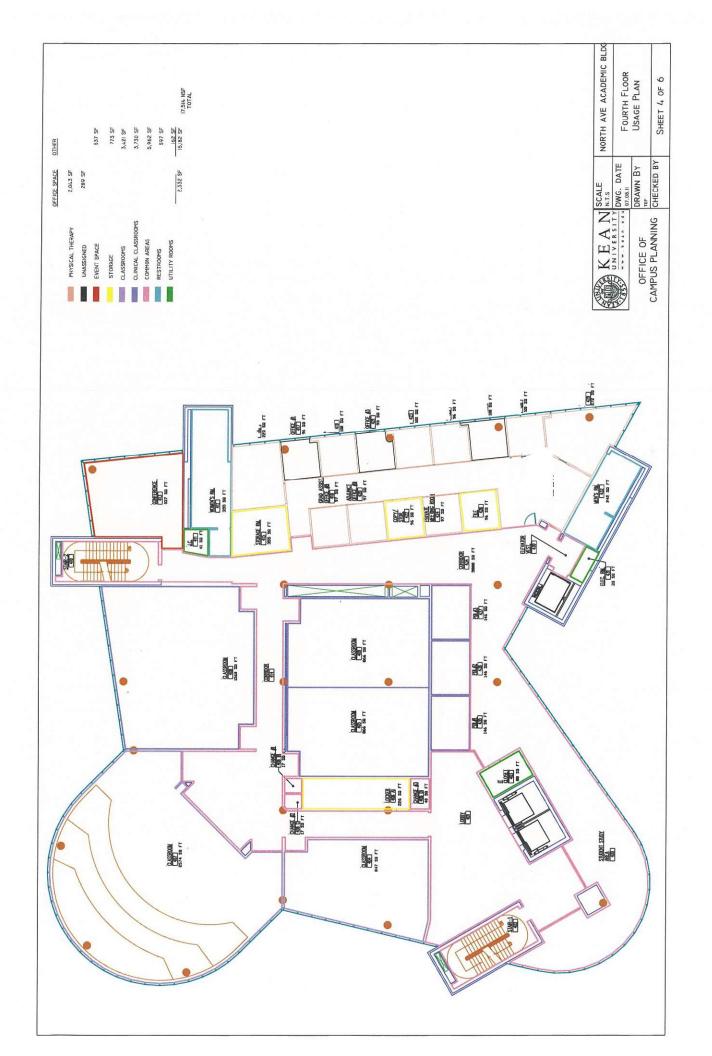


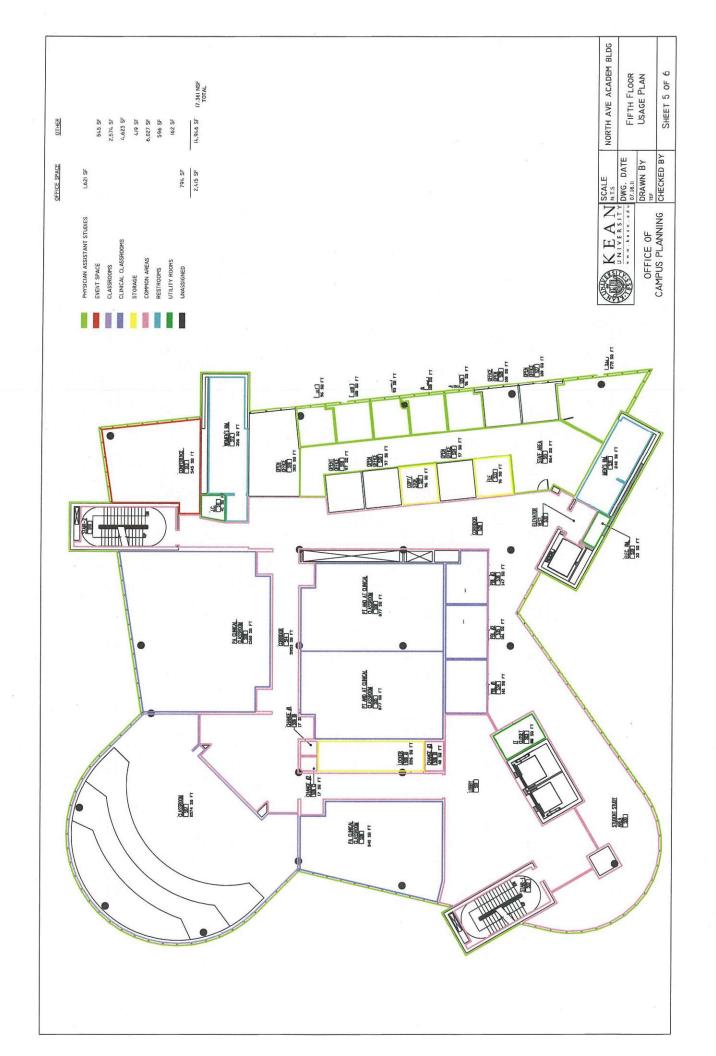


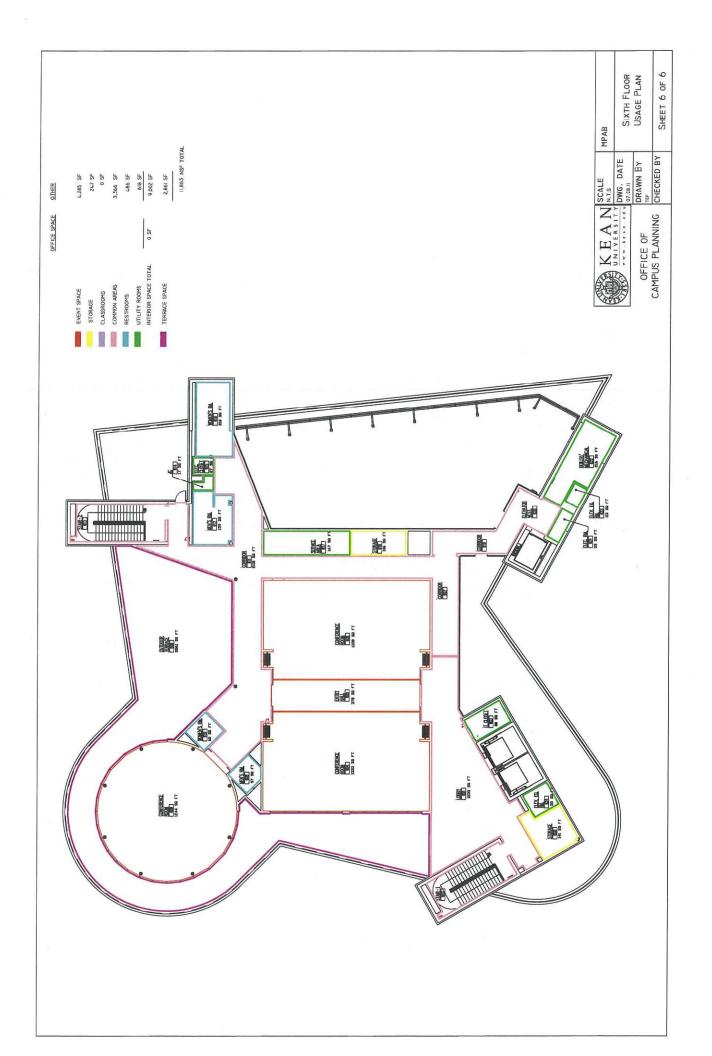


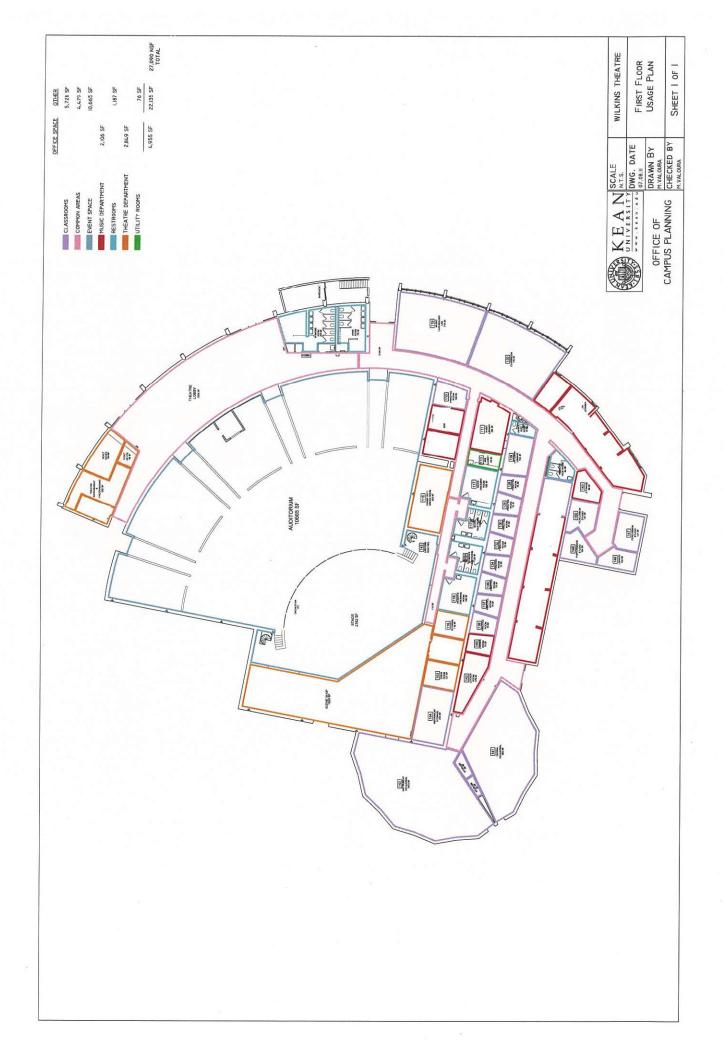


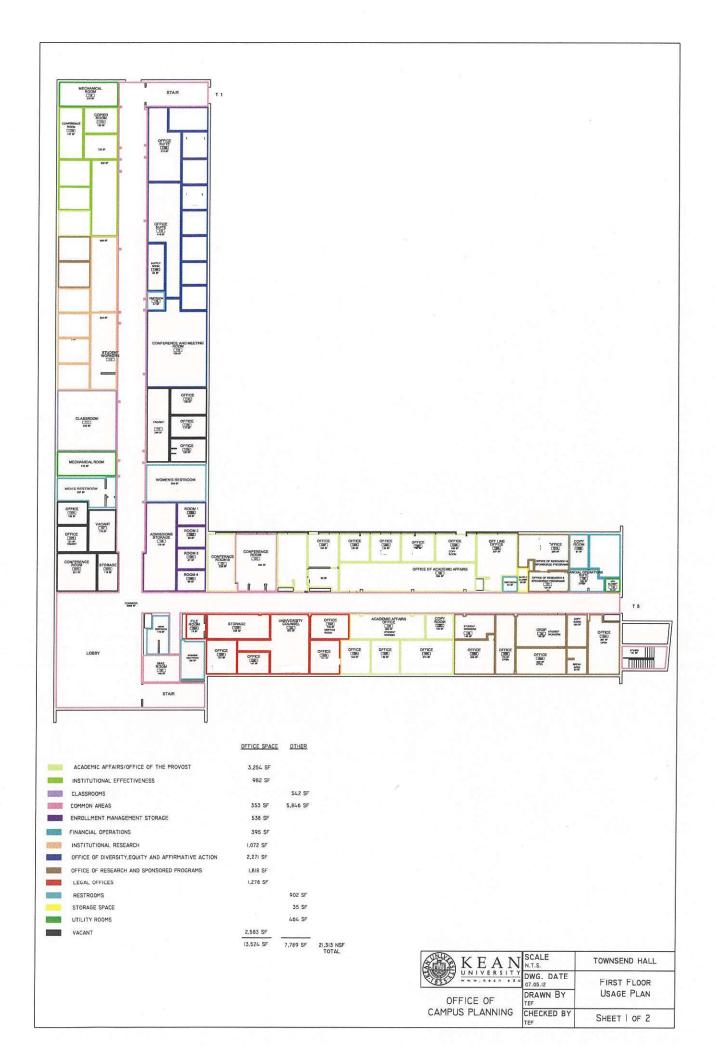


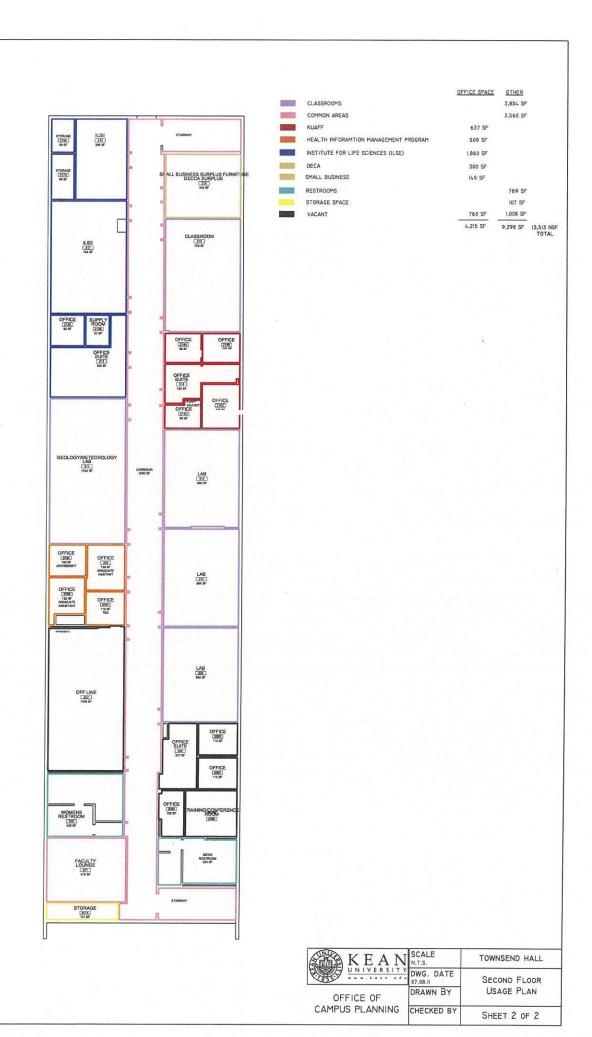


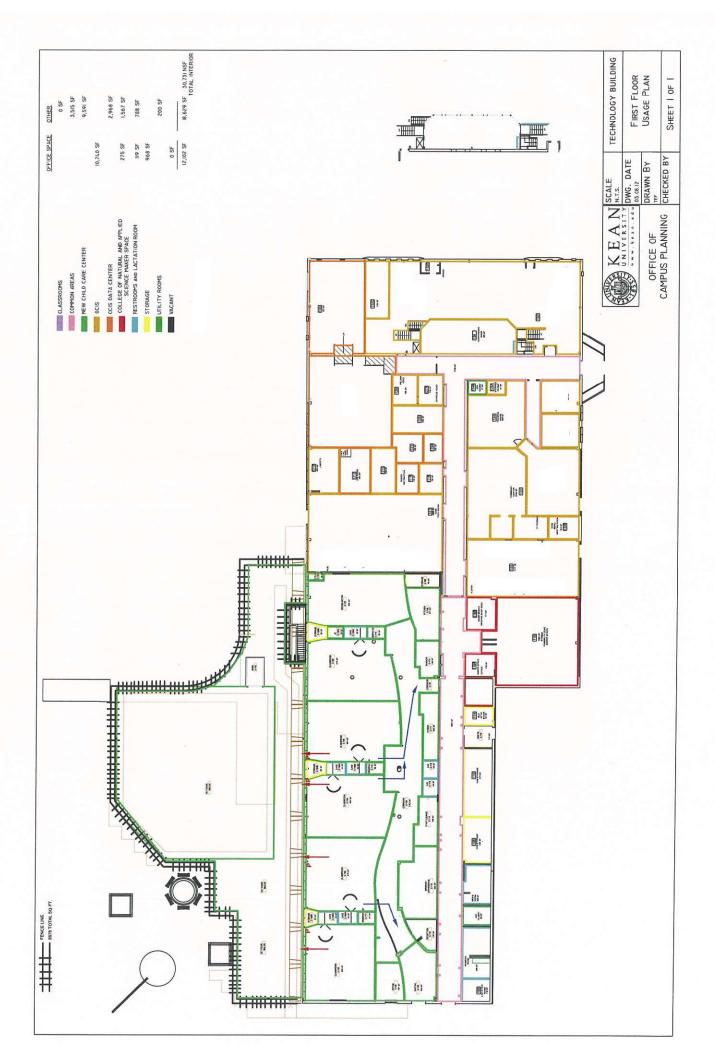


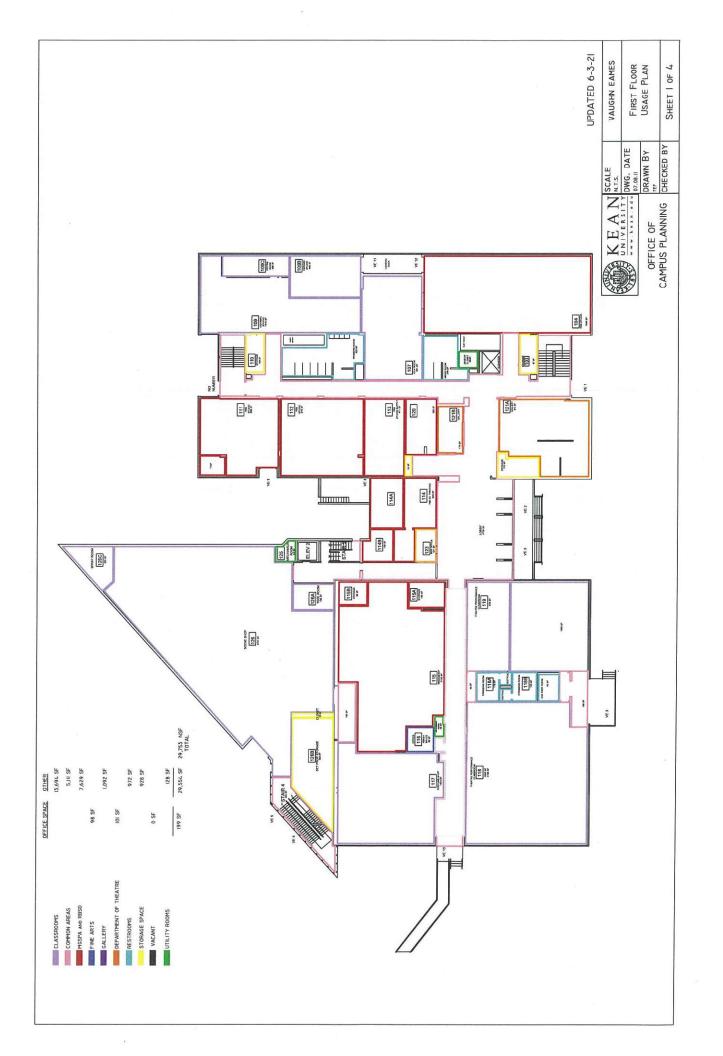


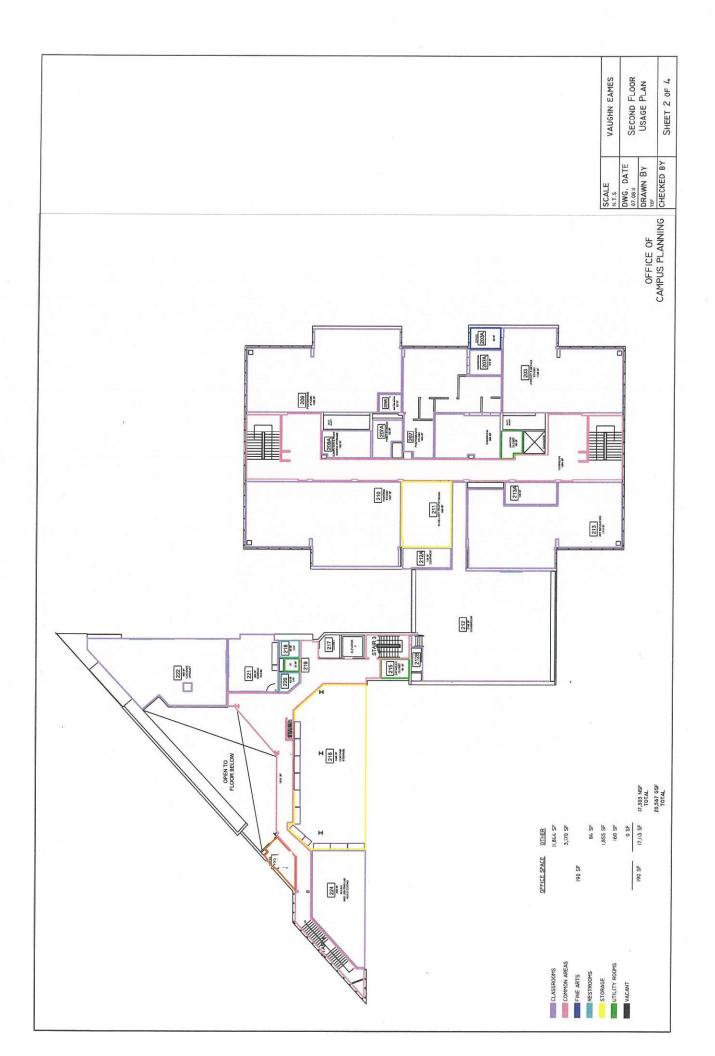


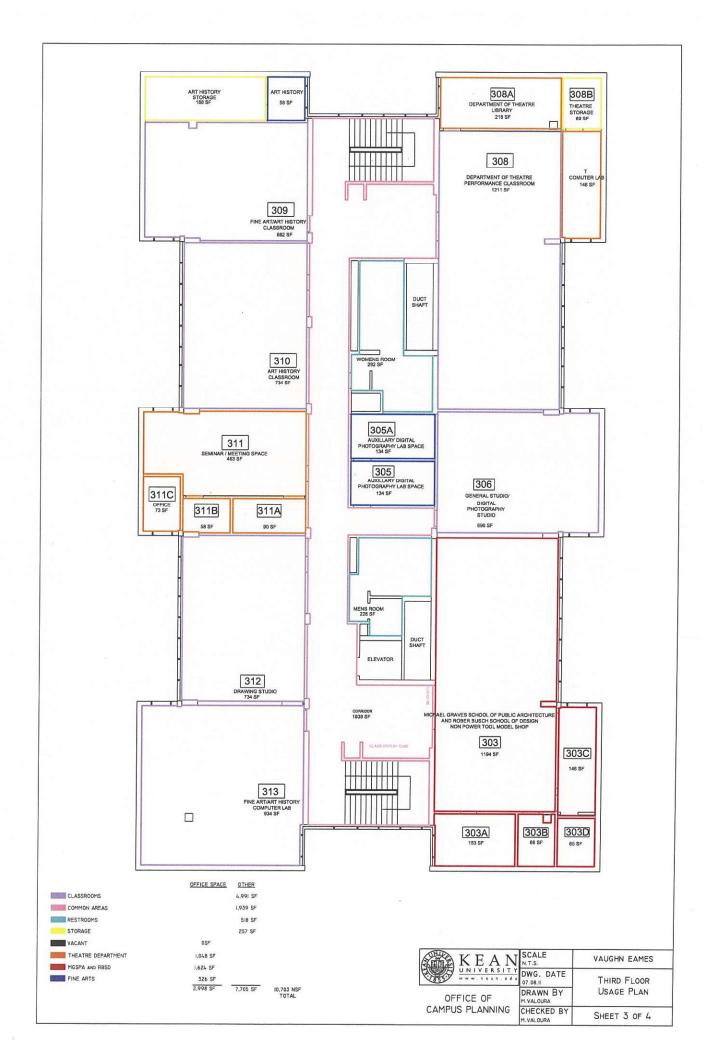


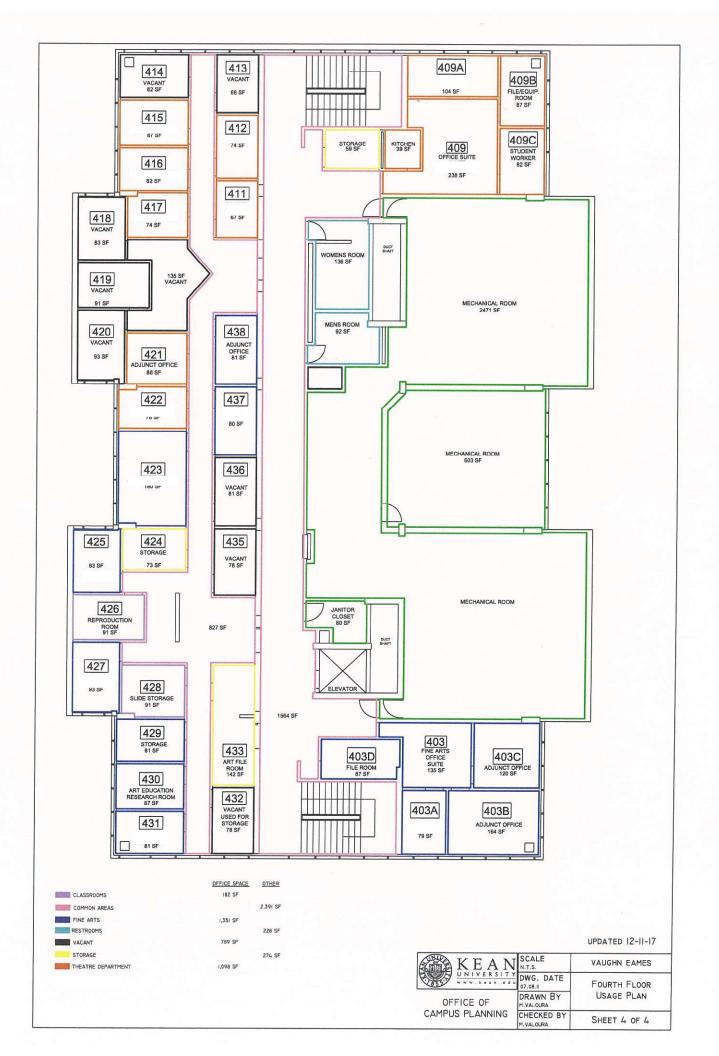


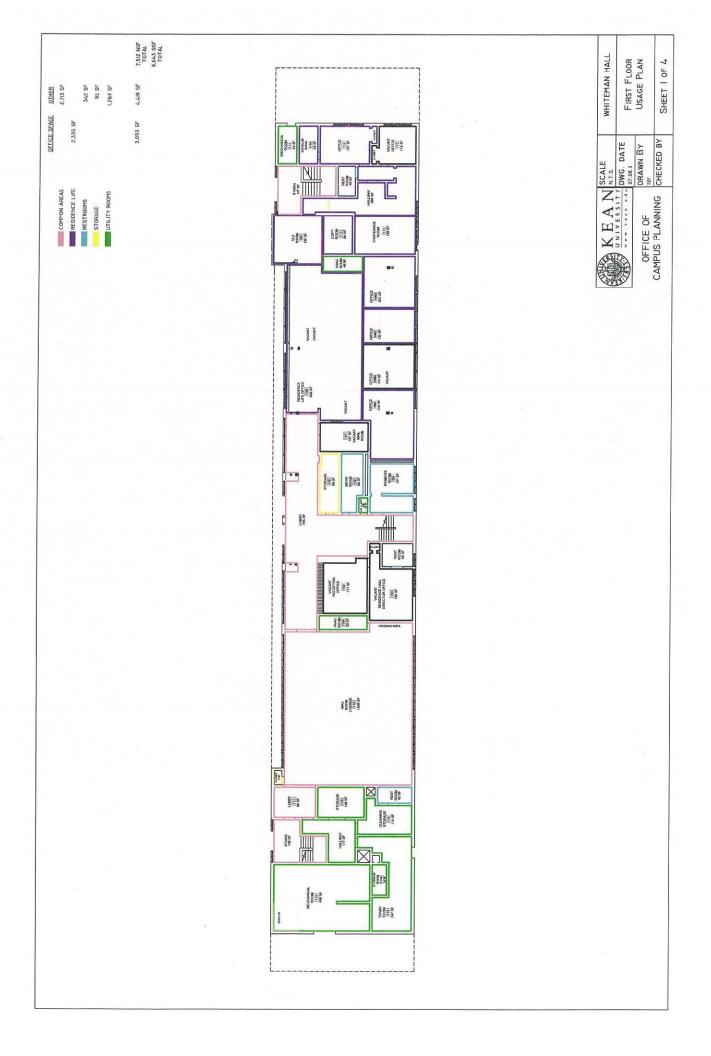


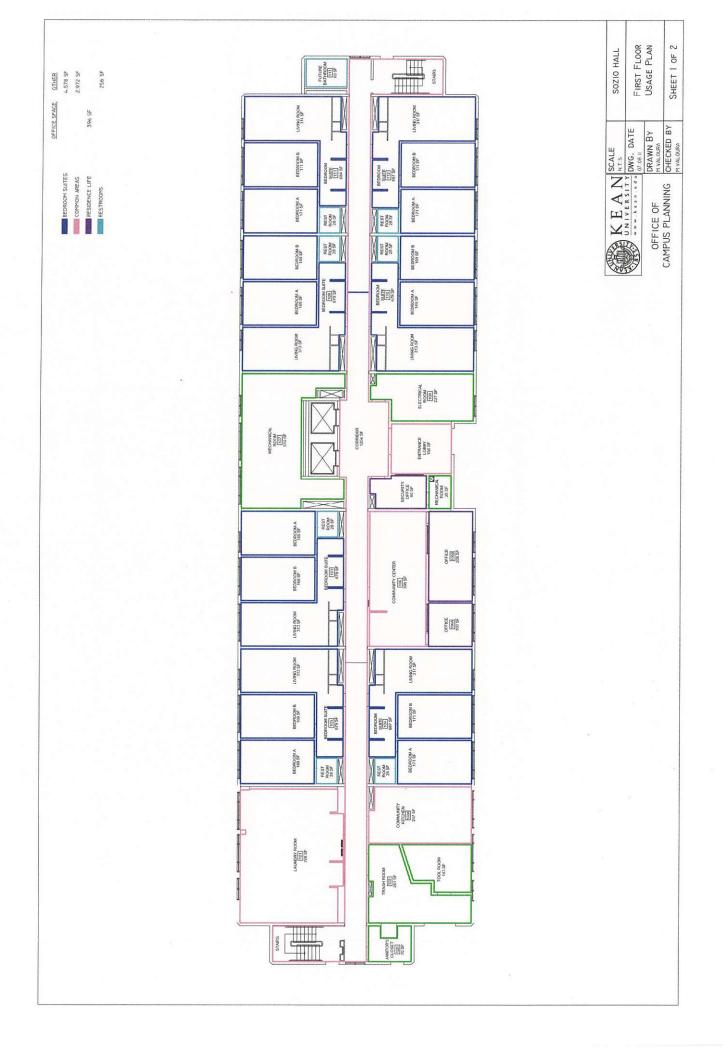


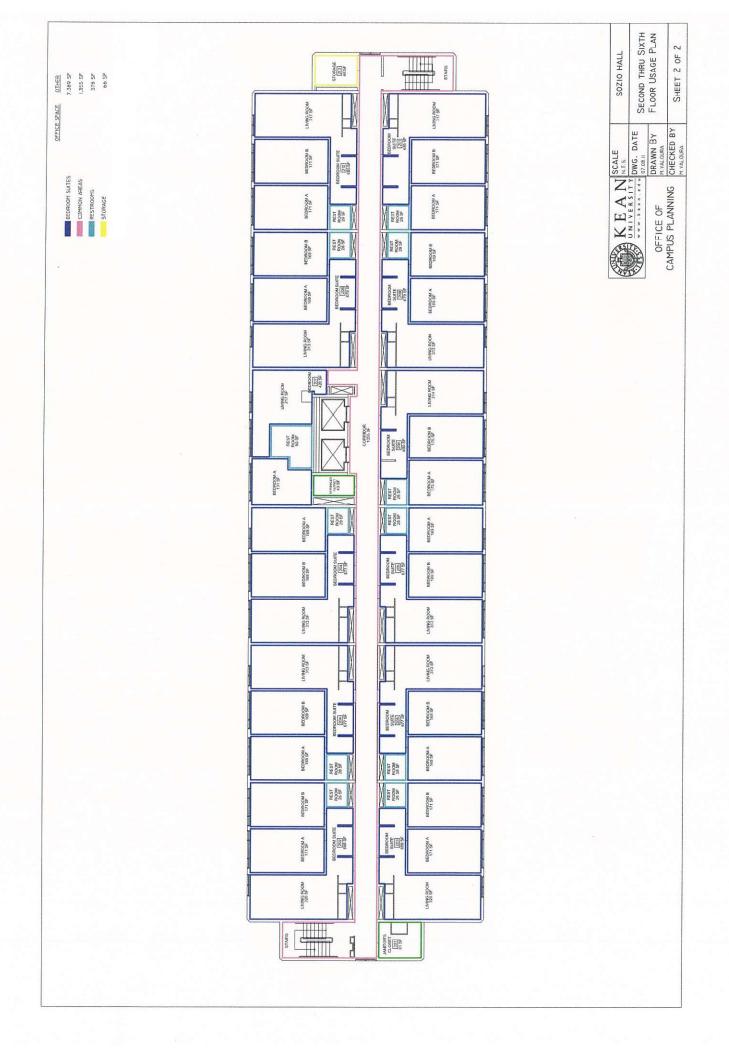


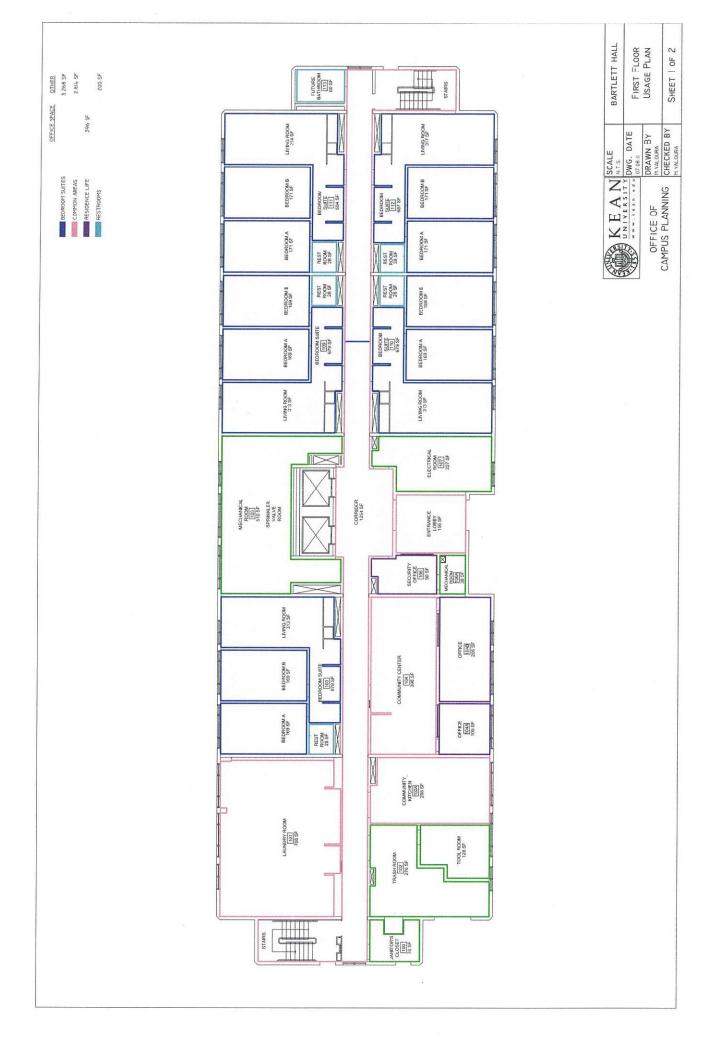


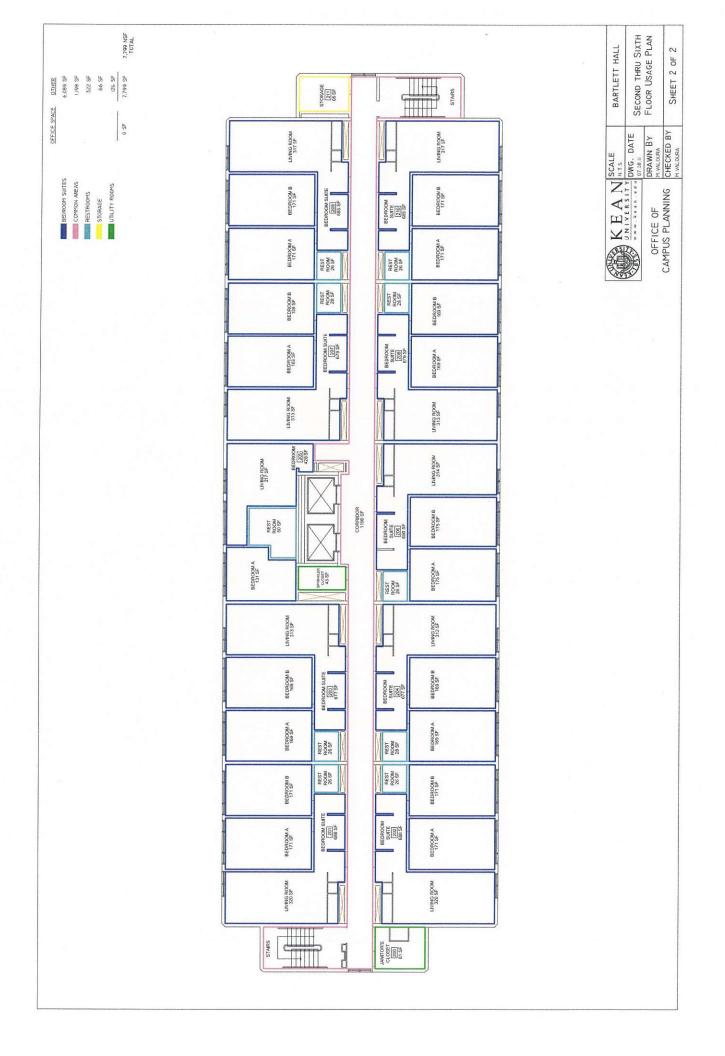


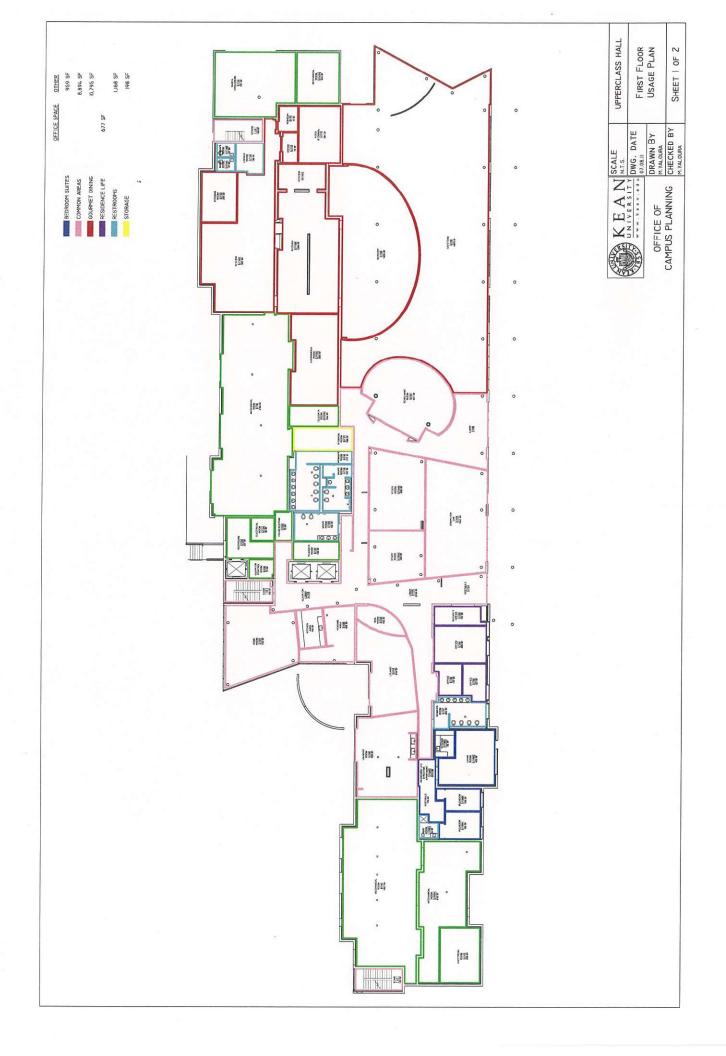


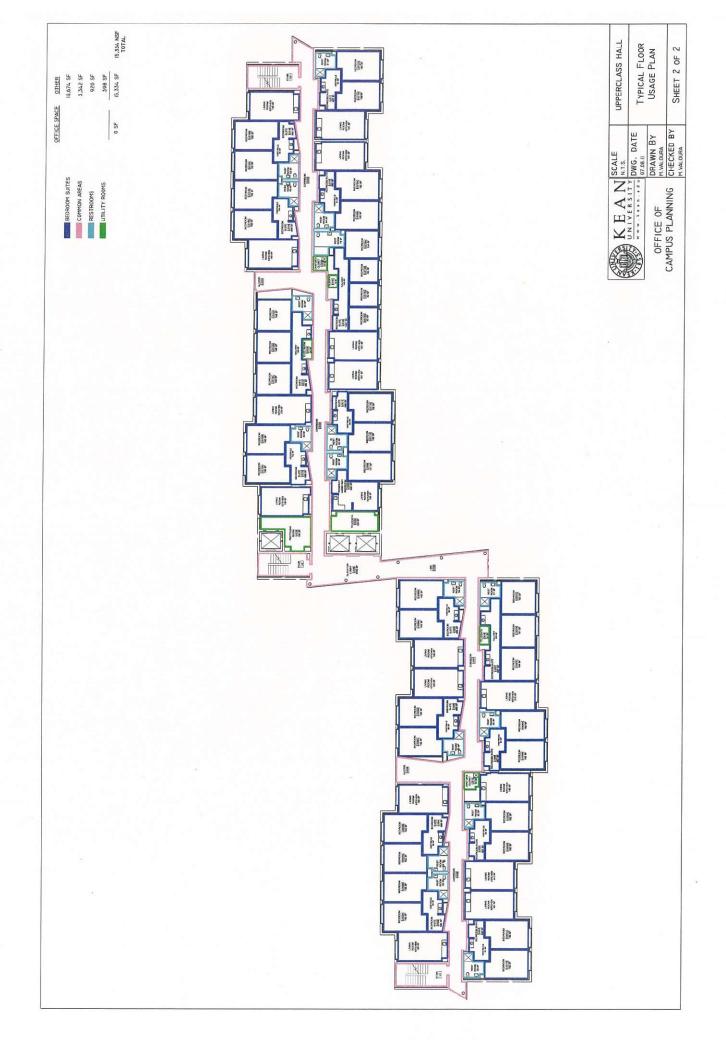


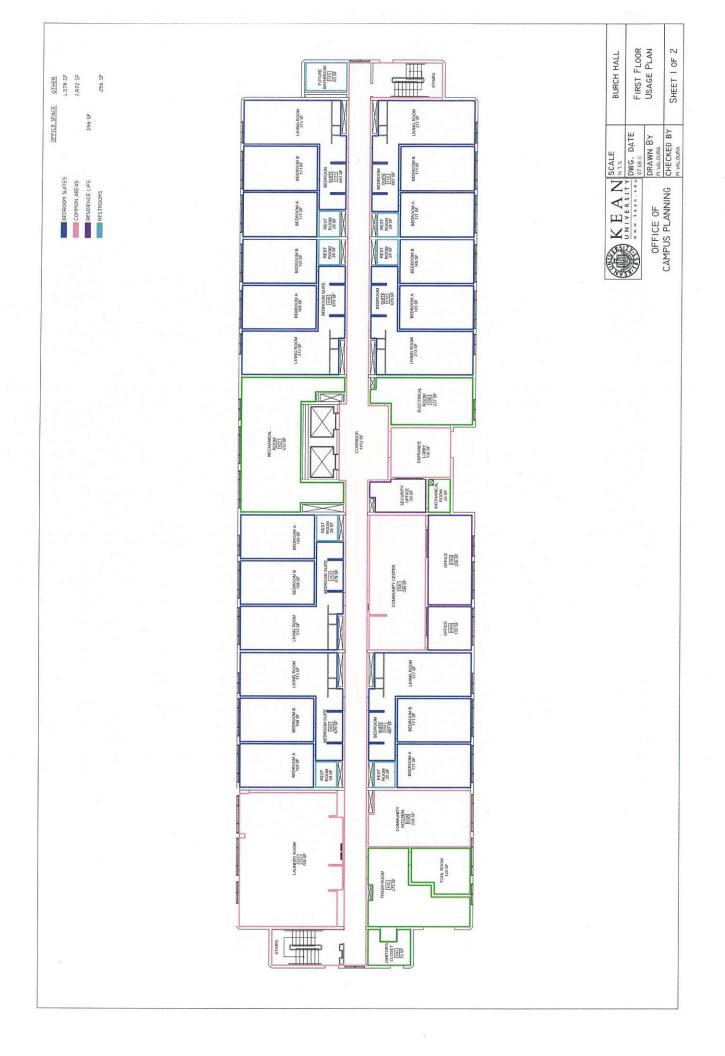


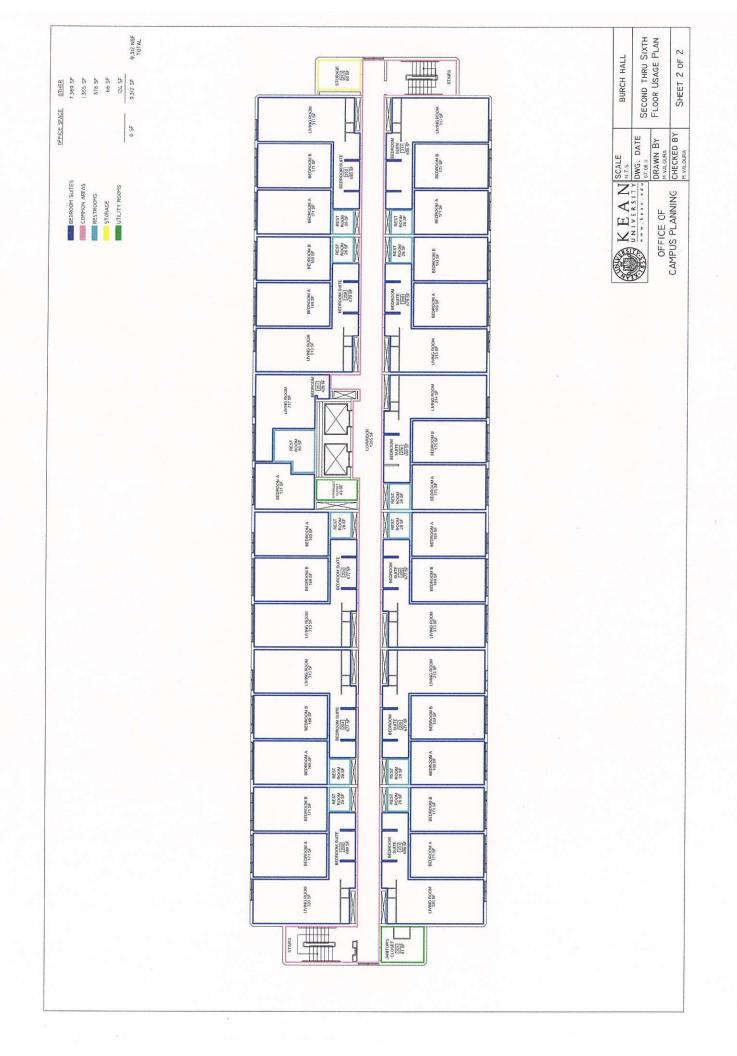


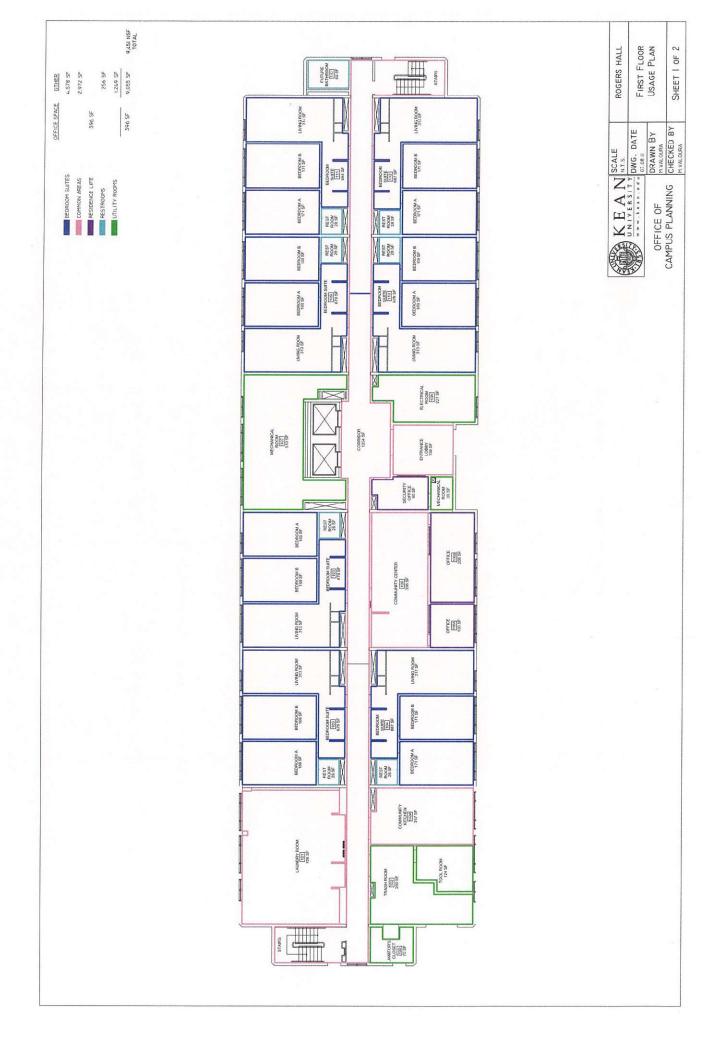


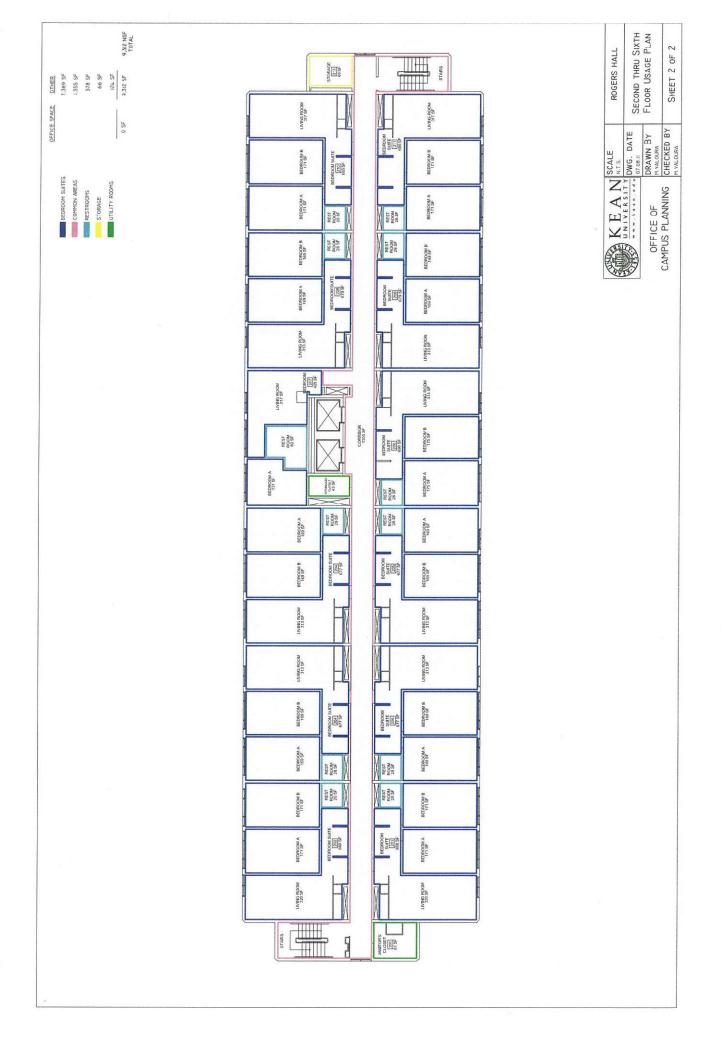


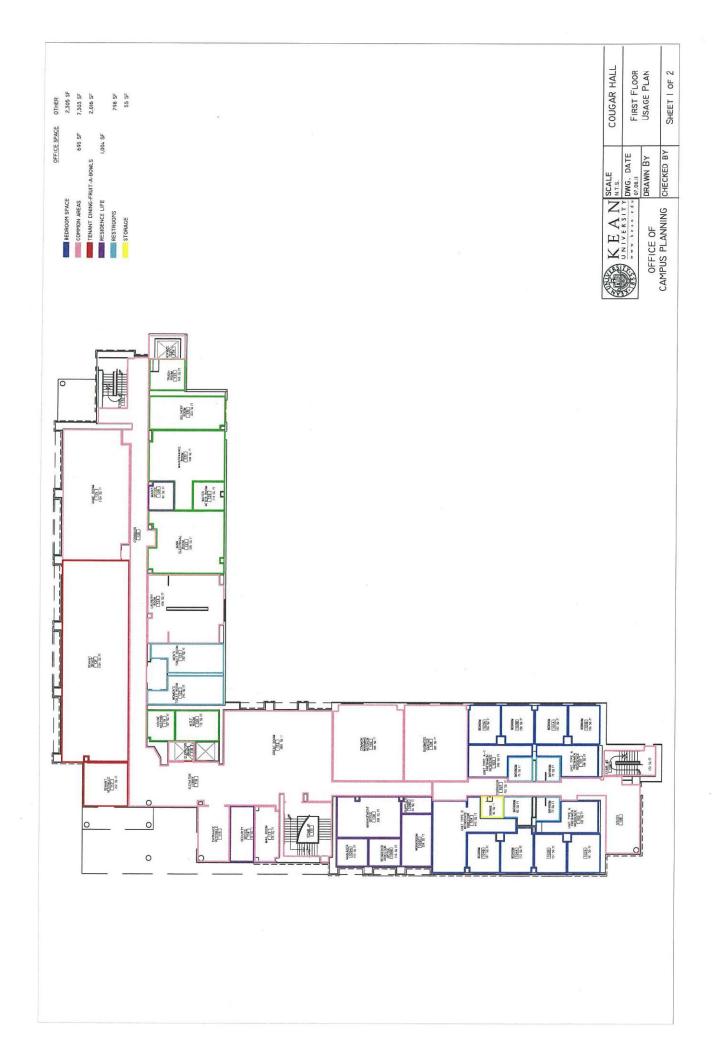


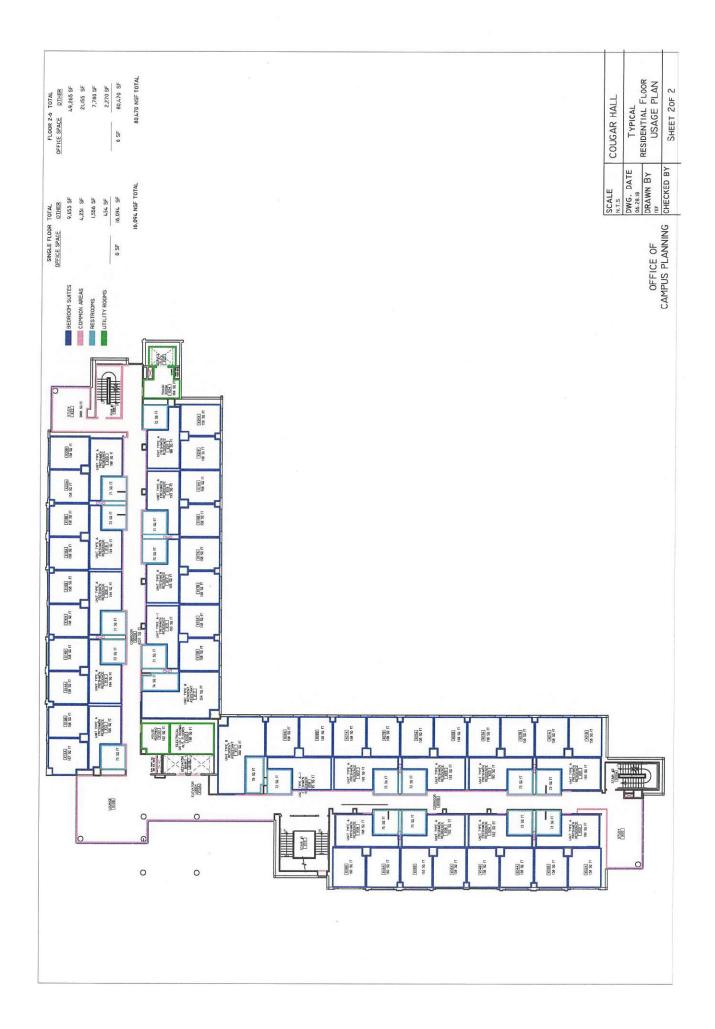


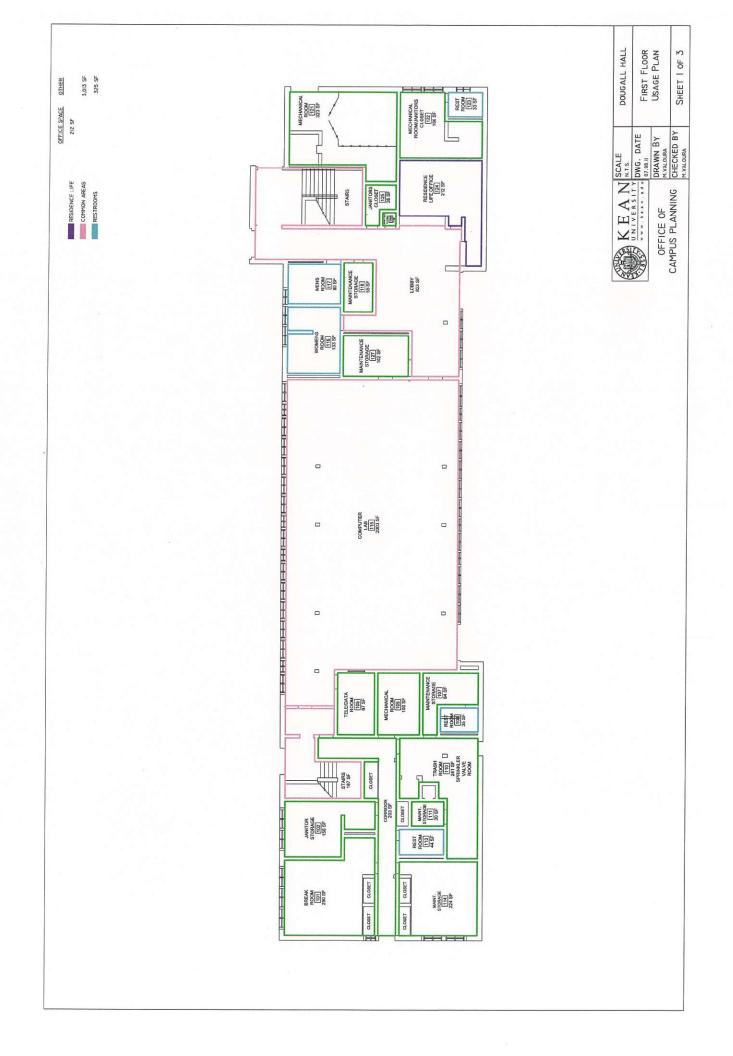




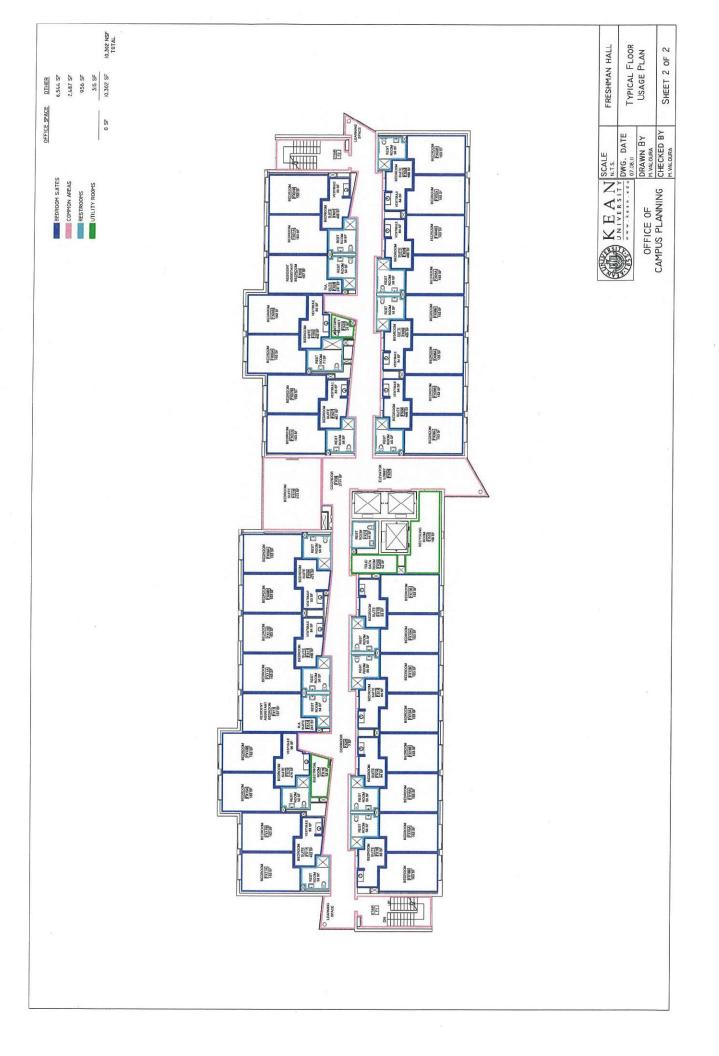




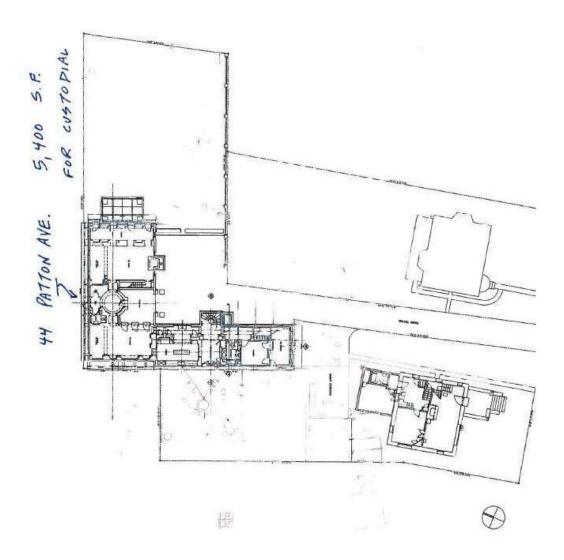


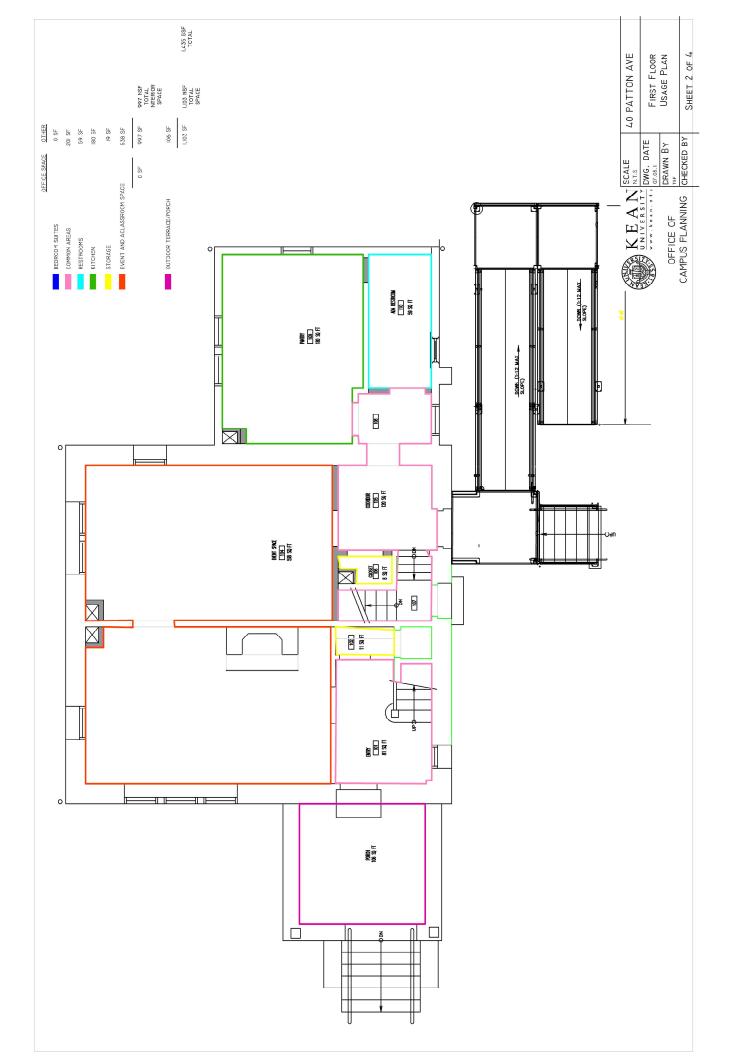


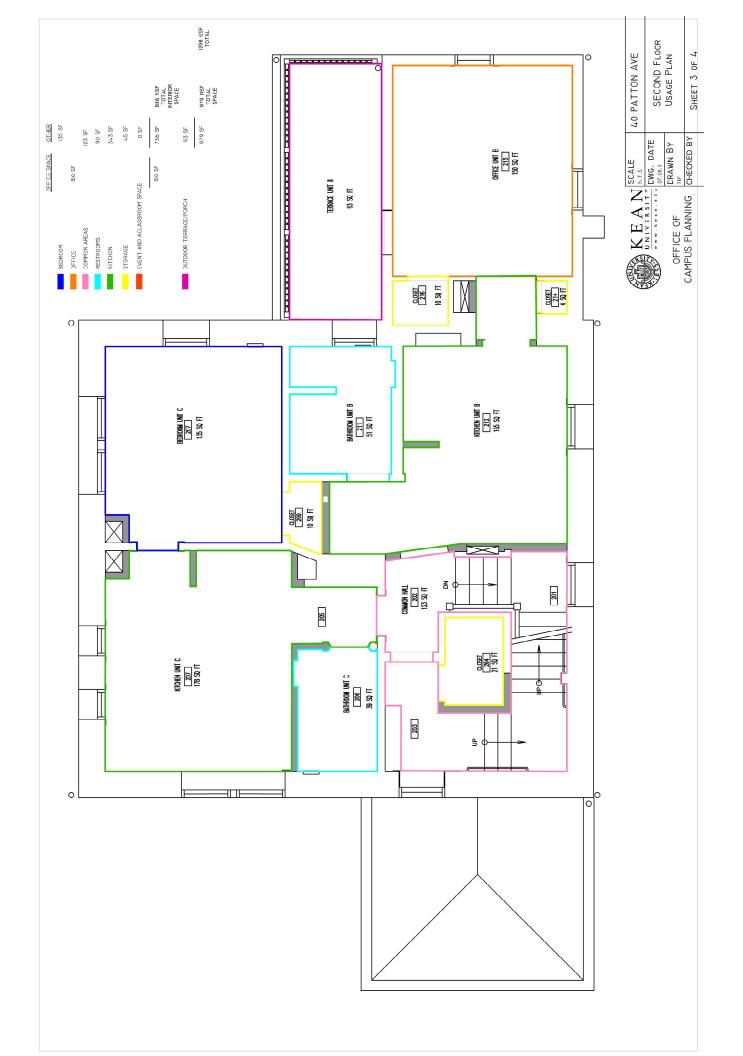


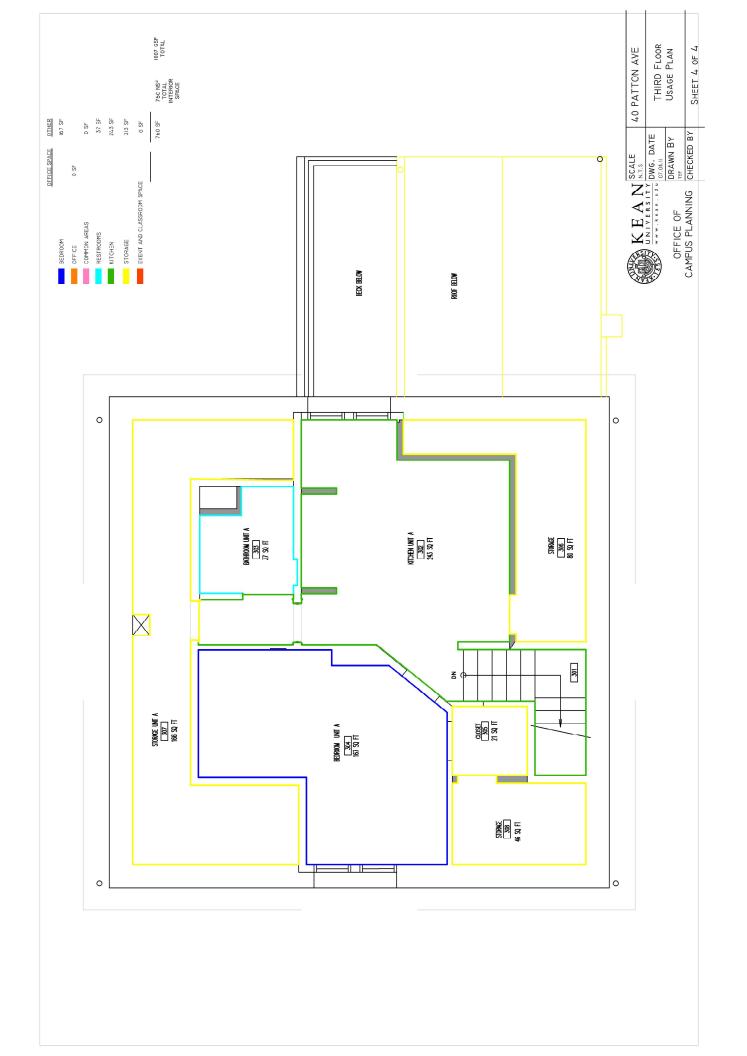


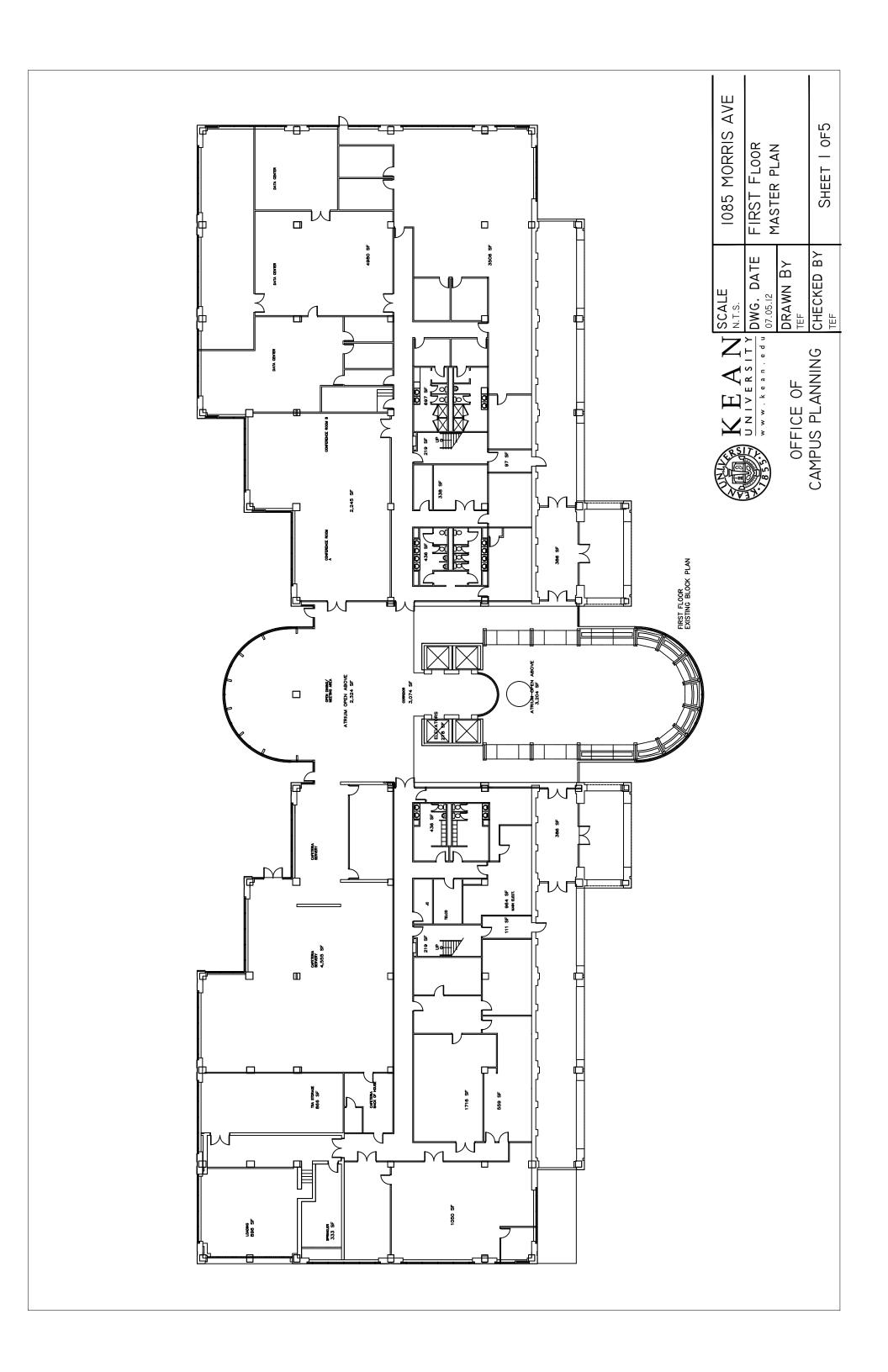
PRINCETON CAMPUS

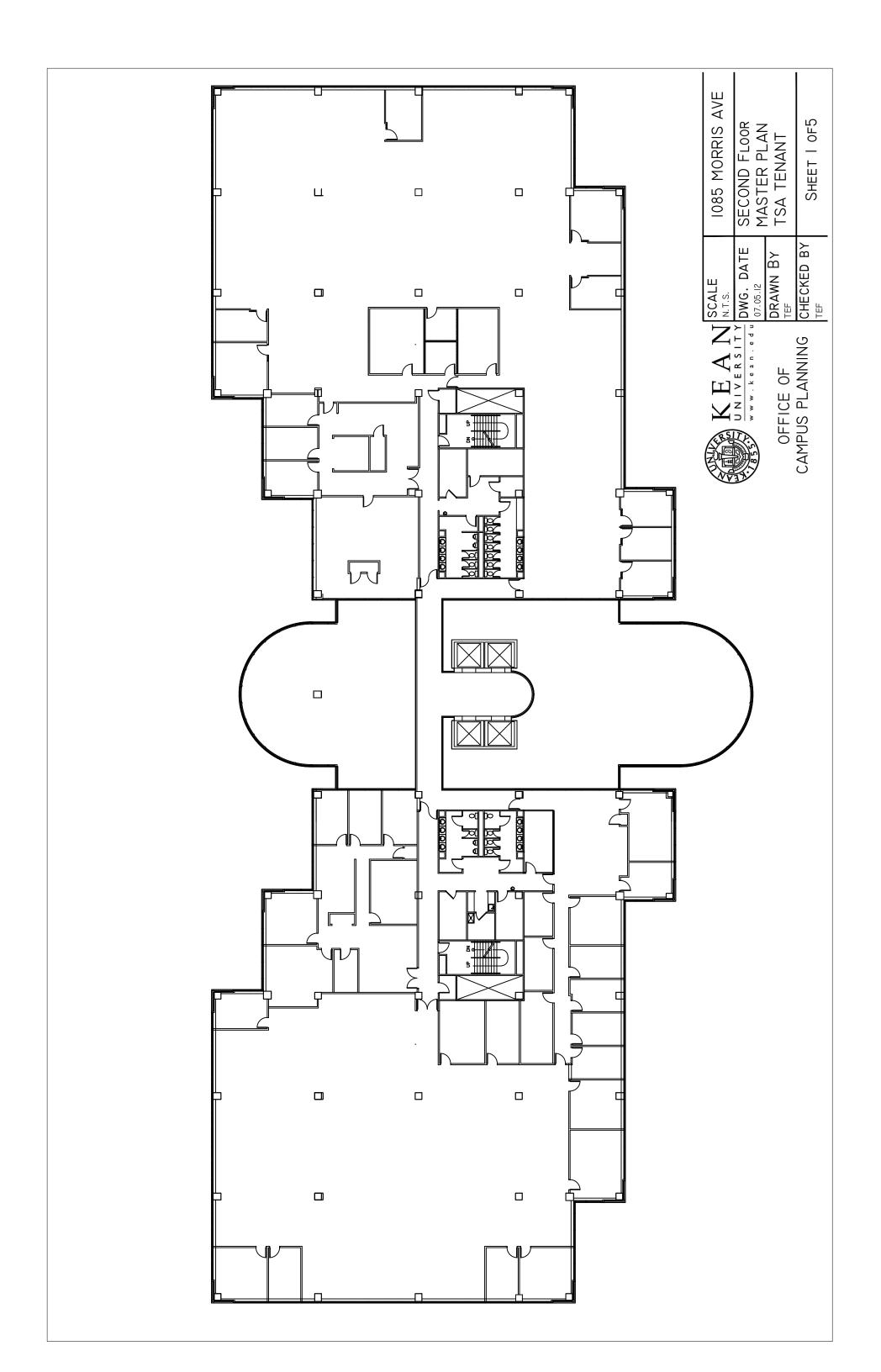


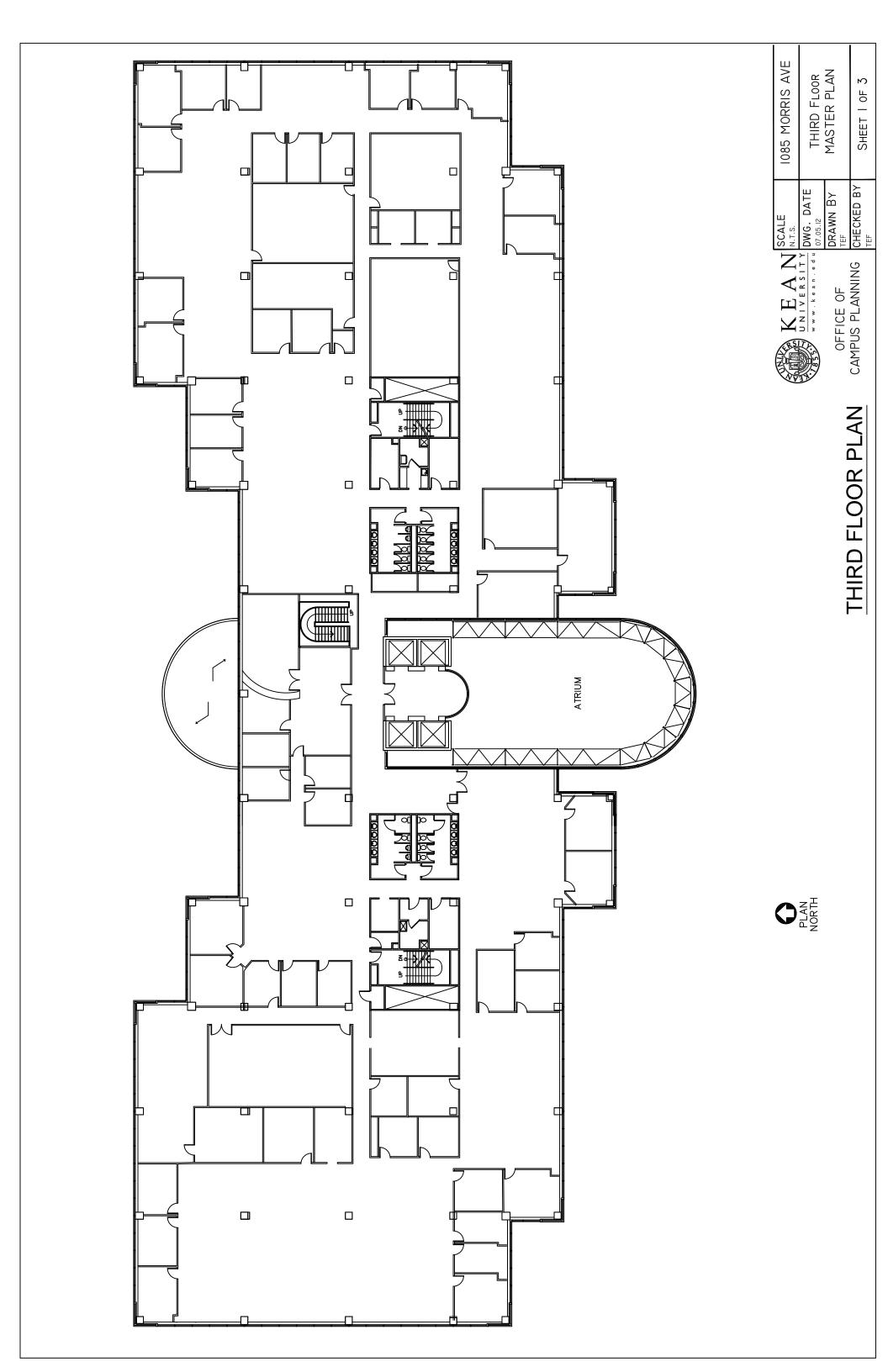


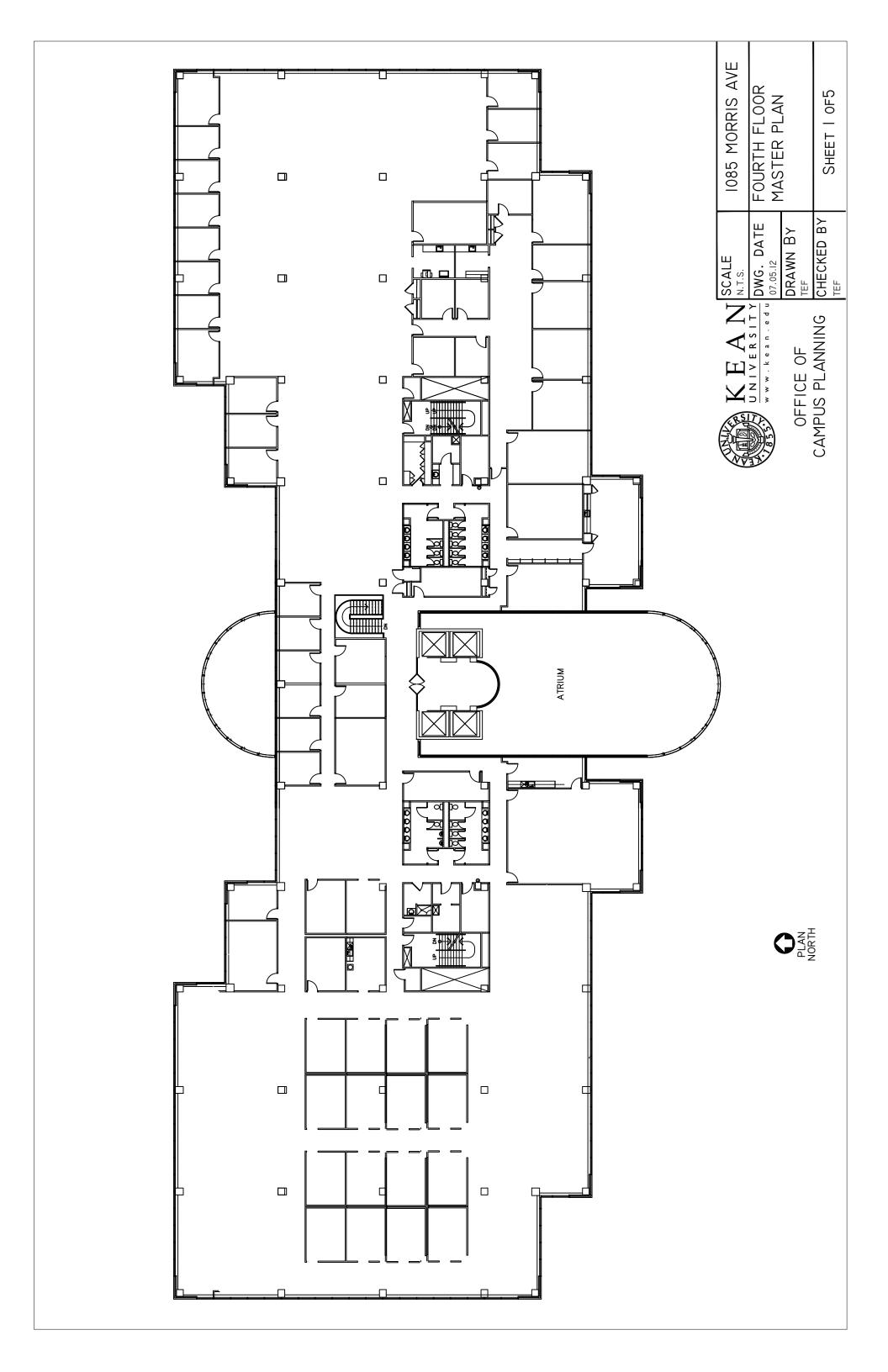


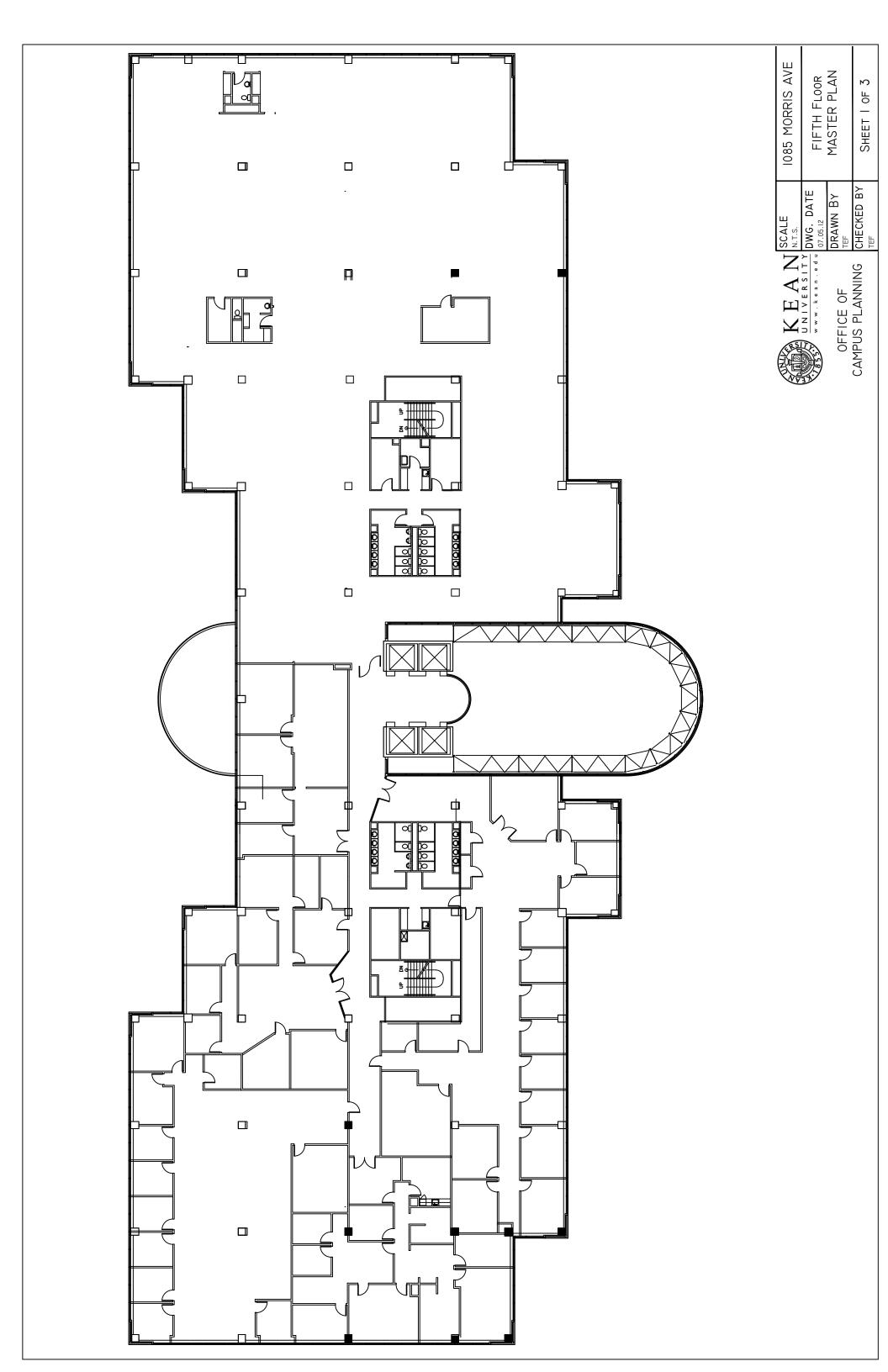


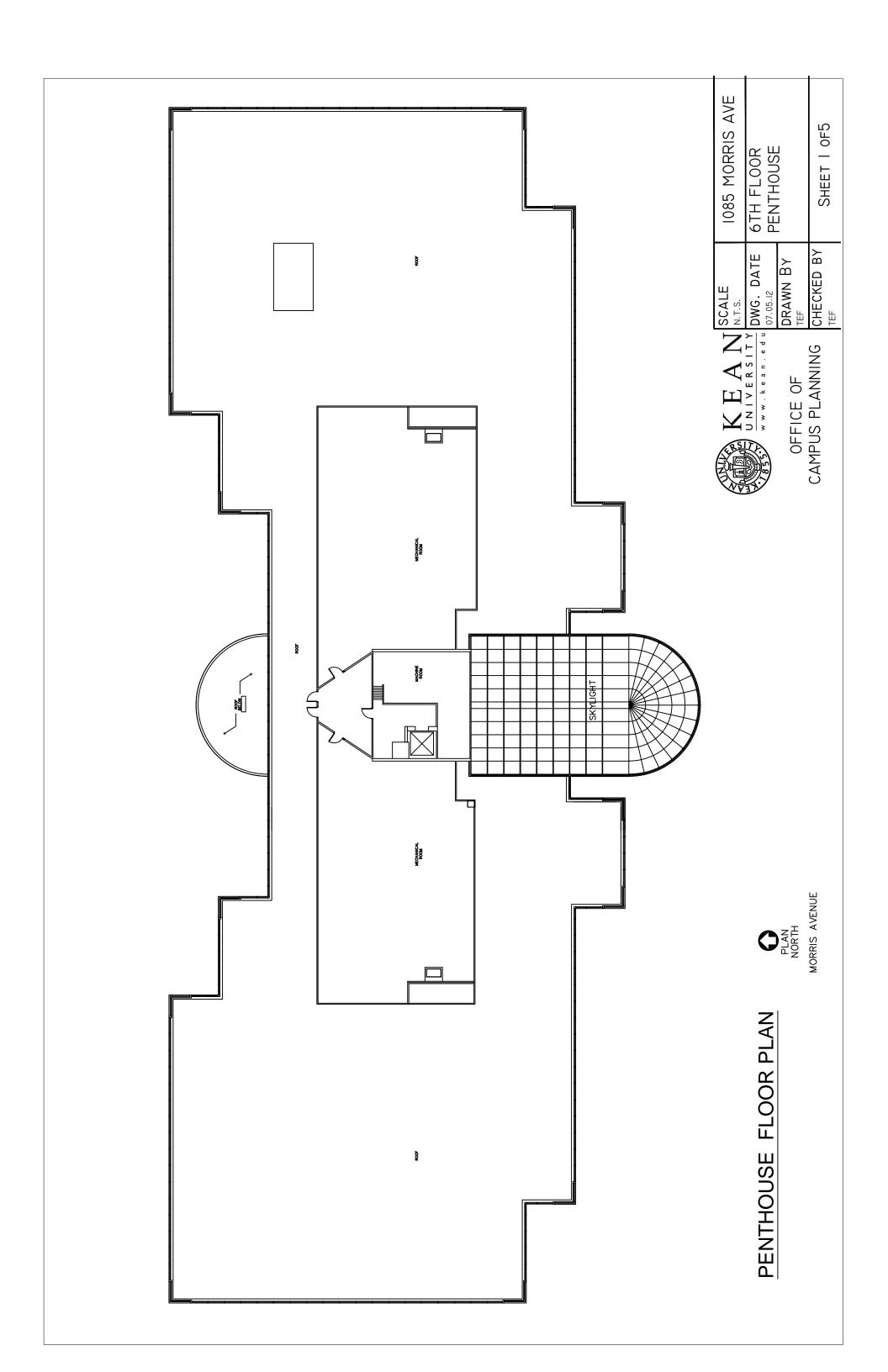












Attachment E

Kean University HVAC Maintenance and Repair Services Bid No. K24-3-13-2

DOCUMENT CHECKLIST AND FORMS

KEAN UNIVERSITY DOCUMENT CHECKLIST

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

Required with submission of Proposal (Owner's "X")		Document	Vendor Shall Initial Each Item Submitted with Proposal	
Form Form Provided Provided By KU by				
X	Vendor	Signed Fee Proposal Form		
X		Two-Year Ch. 51/E.O. 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts		
X		Vendor/Bidder Certification and Political Contribution Disclosure Form – Public Law 2005, Chapter 271		
X		Ownership Disclosure Form		
X		Source Disclosure Form		
X		Affirmative Action Questionnaire		
X		Exhibit A – Mandatory Equal Employment Opportunity Language – Goods, General Services, and Professional Services Contracts		
X		Non-Collusion Affidavit/No Warranty of Solicitation (form must be Notarized)		
X		Business Ethics Guide Certification		
	X	NJ Business Registration Certificate for Contractor and Subcontractor (REQUIRED TO BE SUBMITTED PRIOR TO AWARD)		
X		Acknowledge Receipt of Addendum Form		
	X	Include Bid Security, if applicable		
	X	Vendor Financial Qualification Statement		
X		Disclosure of Investigations and Other Actions Involving Vendor Form		
X		Disclosure of Investment Activities in Iran Form		
X		Subcontractor Utilization Form		
X		Form W-9 – Request for Taxpayer Identification Number and Certification		
X		MacBride Principles Form		
X		Certification of Non-Involvement in Prohibited Activities in Russia or Belarus		

	21		Russia or Belarus		
В.	Signat	ure: The und	ersigned hereby acknowle	edges and has submitted the above-li	isted requirements.
	Name	of Vendor:			
	Print 1	Name & Tit	le:		
	Autho	rized Repres	entative Signature:		
	Date:				

INFORMATION AND INSTRUCTIONS

For Completing the "Two-Year Chapter 51/Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts" Form

Background Information

New Jersey law insulates the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order No. 333 (2023).

For Contracts Awarded Pursuant to a Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do **not** require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor during certain specified time periods.

Definitions:

A "fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23 (P.L.2005, c.51, rev. P.L.2023, c.30).

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a continuing political committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8(b)(8). A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form **for Non-Fair and Open Contracts** is valid for a two (2) year period. Thus, if a Business Entity and/or vendor receives approval on January 1, 2022, the certification expiration date would be December 31, 2023. Any change in the Business Entity's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51 forms to the contracting State Agency. **Please note that it is the Business Entity's responsibility to file new forms with the State should these changes occur**.

State Agency Instructions

Prior to the awarding of a contract, the State Agency should first use NJSTART (https://www.njstart.gov/bso/) to check the status of a Business Entity's Chapter 51 certification before contacting the Review Unit's mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the Business Entity is not registered in NJSTART, then the State Agency should send an e-mail to CD134@treas.nj.gov to verify the certification status of the Business Entity. If the response is that the Business Entity is NOT within an approved two-year period, then forms must be obtained from the Business Entity and forwarded for review. If the response is that the Business Entity is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

"For State Use Only" box

This box/section should **only** be filled out by the contracting State agency.

The contracting State agency must check the box indicating whether this is a fair and open contract. Please note that if the answer is **YES**, the <u>Chapter 51 form is not required</u> and should not be submitted as per the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order No. 333 (2023).

NOTE: Parts 1, 2 and 3 of the form should be filled out the Business Entity.

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the Business Entity, including trade name if applicable.

Address, City, State, Zip and Phone Number – Enter the Business Entity's street address, city, state, zip code and telephone number.

Vendor Email – Enter the Business Entity's primary email address.

Vendor FEIN - Please enter the Business Entity's Federal Employment Identification Number.

Business Type – Check the appropriate box that represents the Business Entity's type of business formation.

Listing of officers, shareholders, partners or members – Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the two (2) types of political contributions that require disclosure and, if applicable, provide the recipient's information.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution – Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution – Select the type of contribution from the examples given.

Contributor's Name – Enter the full name of the contributor.

Relationship of the Contributor to the Vendor – Indicate the relationship of the contributor to the Business Entity. (e.g., officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information within Part 2 if no reportable contributions have been solicited or made by the Business Entity. **This box** <u>must</u> be checked if there are no contributions to report.

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the Business Entity <u>and all</u> individuals and/or entities whose contributions are attributable to the Business Entity. <u>No</u> additional Certification and Disclosure forms are required if BOX A is checked.

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the Business Entity <u>and all</u> individuals and/or entities whose contributions are attributable to the Business Entity <u>with the exception</u> of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the Business Entity only. Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the Business Entity and must be included with the Business Entity submittal.

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the Business Entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

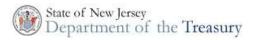
Business Entity Procedure for Submitting Form(s)

- The Business Entity should return this form to the contracting State Agency.
- The Business Entity should also submit the Certification and Disclosure form directly to the Chapter 51 review Unit only when:
- The Business Entity is approaching its two-year certification expiration date and is seeking certification renewal:
- The Business Entity had a change in its ownership structure; OR
- The Business Entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order No. 333 (2023) or may be submitted electronically through the Division of Purchase and Property website at: https://www.state.nj.us/treas/purchase/eo333questions.shtml.

Reference materials and forms are posted on the Political Contributions Compliance website at: https://www.state.nj.us/treasury/purchase/execorder333.shtml.



Two-Year Chapter 51 /Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts

	FOR STAT	E USE ONLY			
Solicitation, RFP, or Contract No Award Amount					
Is the contract being awarded pur	suant to a "fair and o	pen process" purs	suant to P.L.2023, c.30? Yes □ No □		
Description of Services					
State Agency NameContact Person					
Phone Number	Cont	act Email			
Check if the Contract / Agreement	is Being Funded Using	FHWA Funds			
			Please check if requesting		
Part 1: Business Entity Informa			recertification \Box		
Full Legal Business Name	(Including trade	name if annlicable			
Address	(Including trade)				
			Phone		
Vendor Email	Vendor FEIN	(SS# if sole prop	prietor/natural person)		
Check off the business type and list below the required information for the type of business selected. MUST BE COMPLETED IN FULL Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS "sole officer" after the officer's name.) Partnership: LIST ALL PARTNERS with any equity interest Limited Liability Company: LIST ALL MEMBERS with any equity interest Sole Proprietor Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation. Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None." All Officers of a Corporation or PC 10% and greater shareholders of a corporation or all shareholders of a PC					
All Equity partners of a Pa	artnership		All Equity members of a LLC		
If you need additional space for listing	of Officers, Shareholder	rs, Partners or Mem	bers, please attach separate page.		

Part 2: Disclosure of Contributions by the Business Entity or any person or entity whose contributions are attributable to the Business Entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n).

2. Report below all contributions solicited or made during the 5 $\frac{1}{2}$ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial candidate.

Full Legal Name of Recipient						
Address of Recipient						
Date of Contribution Amount of Contribution						
Type of Contribution (i.e. currency, check, loan, in-kind)						
Contributor Name						
Relationship of Contributor to the Vendor If this form is not being completed electronically, please attach additional contributions on separate page. Remove Contribution Click the "Add a Contribution" tab to enter additional contributions.						
Add a Contribution						
☐ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.						
Part 3: Certification (Check one box only)						
(A) \square I am certifying on behalf of the business entity <u>and all</u> individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under <u>Part 1: Vendor Information</u> .						
(B) I am certifying on behalf of the business entity <u>and all</u> individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under <u>Part 1: Vendor Information</u> , except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.						
(C) I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.						
(D) \square I am certifying as an individual or entity whose contributions are attributable to the business entity.						
I hereby certify as follows:						

certification on behalf of the business entity.

2. All reportable contributions made by or attributable to the business entity have been listed above.

1. I have read the Information and Instructions accompanying this form prior to completing the

- 3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:
- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to a candidate committee or election fund of any candidate for the public office of Governor or election fund of holder of public office of Governor.
- b) During the term of office of the current Governor to a candidate committee or election fund of a holder of the public office of Governor.
- c) Within the 18 months immediately preceding the last day of the sitting Governor's first term of office to a candidate committee or election fund of the incumbent Governor.
- 4. During the term During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to any candidate committee or election fund of any candidate or holder of the public office of Governor.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name	Print Name	
Title/Position	Date	

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The Business Entity should return this form to the contracting State Agency. The Business Entity can submit this form directly to the Chapter 51 Review Unit <u>only</u> when it:

- · Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.



CONTRACT #:

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 0230 TRENTON, NEW JERSEY 08625-0230

VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM PUBLIC LAW 2005, CHAPTER 271

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and

VENDOR/BIDDER:

Attach additional sheets if necessary CERTIFICATION I, the undersigned, certify that I am authorized to execute this certificat information and any attachments hereto, to the best of my knowledge are Jersey is relying on the information contained herein, and that the Vendor, this certification through the completion of any contract(s) with the Sta information contained herein; that I am aware that it is a criminal offens certification. If I do so, I will be subject to criminal prosecution under agreement(s) with the State, permitting the State to declare any contract(s) and print Name and Title	ion on behalf of true and complete /Bidder is under a te to notify the S e to make a false the law, and it w	. I acknowledge continuing oblig tate in writing o statement or mis ill constitute a n	that the State of Nev ation from the date of any changes to the prepresentation in this material breach of my
CERTIFICATION I, the undersigned, certify that I am authorized to execute this certificat information and any attachments hereto, to the best of my knowledge are Jersey is relying on the information contained herein, and that the Vendor this certification through the completion of any contract(s) with the Sta information contained herein; that I am aware that it is a criminal offens certification. If I do so, I will be subject to criminal prosecution under	ion on behalf of true and complete /Bidder is under a te to notify the S e to make a false the law, and it w	. I acknowledge continuing oblig tate in writing o statement or mis ill constitute a n	that the State of Nev ation from the date of any changes to the prepresentation in this material breach of my
Attach additional sheets if necessary			
		\$	
		\$	
		\$	
Indicate "NONE" if no Reportable Contribution was made.	Contribution	Contribution	
Contribution was made	Reportable Contribution	Reportable Contribution	Name
"Reportable Contributions" are those contributions that are required to be re Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44 N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in et "reportable." Name and Address of Committee to which a Reportable	A-1 et seq.), and	implementing reg	gulations set forth at
The Vendor/Bidder is required to disclose Reportable Contributions by: entities owning or controlling more than 10% of the profits of the V Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spe Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Bidder; and any political or Revenue Code that is directly or indirectly controlled by the Vendor/Bidder political party committee.	endor/Bidder or nouse or child live ndor/Contractor and rganization organider, other than a ca	more than 10% and the section and the committee that the section and the secti	of the stock of the ral person that is a uses; any subsidiaries in 527 of the Internal ee, election fund, or
The following is the required Vendor/Bidder Disclosure of all Reportable and including the date of signing of this Certification and Disclosure to: (i) party, legislative leadership committee, candidate committee of a candidate that is also defined as a "continuing political committee" under N.J.S.A. 19	any State, county, for, or holder of, a	or municipal con State elective off	nmittee of a political
from entering into a contract by any information submitted on this form truthfully complete this form and submit it to the appropriate State agency Election Law Enforcement Commission.	ler 134). Although n, a Vendor's/Bid	no Vendor/Bidd der's failure to f	ler will be precluded fully, accurately and
NOTE that the disclosure requirements under Public Law 2005, Chapter requirements under Public Law 2005, Chapter 51 (formerly Executive Order)			

OWNERSHIP DISCLOSURE FORM



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

VENDOR NAME:

PUF	RSUANT TO N.J.S.A. 52:2			CT WITH THE STATE ARE REQUITED IN COMPLETE THE INFORMATION REQUIRED TO THE INFORMATION REPORT OF THE INFORMATION REPORT REQUIRED TO THE INFORMATION REPORT RESPONDED TO THE INFORMATION REPORT		ATEMENT OF O	WNERSHIP.
						YES	NO
1.	The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary.						
2.	The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary. A Sole Proprietor is a person who owns an unincorporated business by himself or her-self. A limited liability company with a single member is not a Sole Proprietor.						
3.				ny with individuals, partners, m greater interest; and therefore, d			
	(a) the names an (b) all individual p		ers in the corporation value on the corporation value of the corporatio		ck, of any class;		
	NAME			NAME			
	ADDRESS			ADDRESS			
	ADDRESS			ADDRESS			
	CITY	STATE	ZIP	CITY	STATE	ZIP	
	NAME			NAME			
	NAME ADDRESS			NAME ADDRESS			
	ADDRESS			ADDRESS			
	CITY	STATE	ZIP	CITY	STATE	ZIP	
	a 10% or greater intered If you answered YES to (a) the names and (b) all individual p (c) all members in	est of those listed business e o Question 4, you must disclid d addresses of all stockholder artners in the partnership who of the limited liability company	ntities? ose the information re is in the corporation who own a 10% or greate who own a 10% or gre	ater interest therein. The disclosi	of any class; ure(s) shall be continued u		Ц
		s of every non-corporate stock	holder, individual partr	ner, and/or member a 10% or gre	ater interest has been ide	ntified.	
	NAME			NAME			
	ADDRESS			ADDRESS			
	ADDRESS	07475	7/5	ADDRESS	07475	715	
	CITY	STATE	ZIP	CITY	STATE	ZIP	
	NAME			NAME			
	ADDRESS			ADDRESS			
	ADDRESS			ADDRESS			
	CITY	STATE	ZIP	CITY	STATE	ZIP	
	OHI	OTATE	ΔII	OITT	OIME	<u> </u>	
5.	traded entity and the na federal Securities and E to the websites containing	ime and address of each pers xchange Commission or the fo	on that holds a 10% or preign equivalent, and, in the federal Securities ar	parent entity which is publicly trace greater beneficial interest in the f there is any person that holds a and Exchange Commission or the to beneficial interest.*	publicly traded entity as of 10% or greater beneficial in	the last annual therest, also shal	iling with the submit links

^{*} Attach additional sheets if necessary

SOURCE DISCLOSURE FORM



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

BID SOLICITATION # AN	D TITLE:		
VENDOR NAME:			
	this Form in response to a Bion the requirements of N.J.S.A. 5	d Solicitation issued by the State of New Jersey, De 2:34-13.2.	partment of the Treasury, Division of Purchase and
		PART 1	
All services will b	e performed by the Contractor a	and Subcontractors in the United States. Skip Part 2.	
Services will be p	performed by the Contractor and	d/or Subcontractors outside of the United States. Con	nplete Part 2.
		PART 2	
of the services cannot be per	rformed within the United States	s, please list every country where services will be perform, the Contractor shall state, with specificity, the reason will review this justification and if deemed sufficient, the	s why the services cannot be performed in the United
Name of Contractor / Sub-contractor	Performance Location	Description of Service(s) to be Performed Outside of the United States *	Reason Why the Service(s) Cannot be Performed in the United States *
Sub-contractor	by Country	THE OTHER States	uie Office States
*Attach additional sheets i be performed in the U.S.	f necessary to describe which	n service(s), if any, will be performed outside of the	e U.S. and the reason(s) why the service(s) cannot
immediately reported by the services outside the United S	Contractor to the Director of the States, without a prior written de	ng the term of any Contract awarded under the refere Division of Purchase and Property. If during the terretermination by the Director, the Contractor shall be dew Jersey Standard Terms and Conditions.	n of the Contract, the Contractor shifts the location of
I the condensation of the CC of the	.	CERTIFICATION	lamantina and an affective rate board of the control of
knowledge are true and comp from the date of this certificatio aware that it is a criminal offer	lete. I acknowledge that the State on through the completion of any onse to make a false statement or	certification on behalf of the Vendor, that the foregoing inf of New Jersey is relying on the information contained her contract(s) with the State to notify the State in writing of ar misrepresentation in this certification. If I do so, I may be rmitting the State to declare any contract(s) resulting from	rein, and that the Vendor is under a continuing obligation by changes to the information contained herein; that I am subject to criminal prosecution under the law, and it will
Signature		Date	
Print Name and Title			

AFFIRMATIVE ACTION

QUESTIONNAIRE

THE_		
WHIC	ICH SHALL BE RETURNED BEFORE A CONTRACT CAN BE AWAI	RDED.
1.	Our Company has a federal Affirmative Action Plan approval.	
	YESNO	
	A. IF YES, SUBMIT A PHOTOSTATIC COPY OF SAID PROI	POSAL.
2.	Our Company has a New Jersey State Certificate of Approval.	
	YESNO	
	A. IF YES, SUBMIT A COPY OF THE NEW JERSEY STATE (Certificate of Employee Information Report)	
3.	If you do not have either of the above, check below:	
	Please send our Company an Affirmative Action form for our completion. (AA302 – Affirmative Action Employee Information Report.)	ition
	Affirmative Action Affidavit for Suppliers having less then fifty employee eptable, a New Jersey Certificate of Approval or AA302 is required.	es is no longer
I certify	rtify that the above information is correct to the best of my knowledge.	
SIGNA	NATURE	
NAME	ME	
TITLE	LE	
DATE	TE.	

EXHIBIT A

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

Signature
Print Name & Title
Company
Date

NON-COLLUSION AFFIDAVIT/WARRANTY OF NO SOLICITATION

State of New Jersey		
County of ss:		
I,	residing in (name of municipality)	
(name of affiant)	(name of municipality) and State of	
of full age, being duly sworn acc	rding to law on my oath depose and say that:	
I am	of the firm of(name of firm)	
(title or position) the bidder making this Quotation	for the bid entitled	
directly or indirectly entered into taken any action in restraint of finamed project; and that all state true and correct, and made with the statements contained in said in awarding the contract for the statements are true and correct, and made with the statements contained in said in awarding the contract for the statements contract for the statements contract for the statements are true and contract upon an action of the statement of the stat	ation with full authority to do so that said bidder has not, any agreement, participated in any collusion, or otherwise e, competitive bidding in connection with the above nents contained in said Quotation and in this affidavit are all knowledge that Kean University relies upon the truth of Quotation and in the statements contained in this affidavit aid project. The selling agency has been employed or retained to solicit or eement or understanding for a commission, percentage, ept bona fide employees or bona fide established aintained by	
	,	
Subscribed and sworn to		
before me this day		
,	Signature	
, 2		
	(Type or print name of affiant under signature	
Notary public of		
My Commission expires		
(Seal)		

CERTIFICATION BY THE VENDOR OF COMPLIANCE WITH BUSINESS ETHICS GUIDE

I certify that as the vendor submitting the contract that	is bid proposal and the vendor being awarded the (Name of Vendor) is in compliance
with the Business Ethics Guide set forth o	n the Division of Purchase and Property website at
BusinessEthicsGuide.pdf (nj.gov) and that	(Name
of Vendor) shall comply with the Business E	thics Guide during the term of the contract. I certify
•	ef, the foregoing statements made by me are true. I ments made by me are willfully false, I am subject to
	Authorized Representative of Vendor
	Name of Vendor
Dated:	

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

SECTION 1: INTRODUCTION

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

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

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

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

SECTION 2: DEFINITIONS

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

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

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

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

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

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

Division: The Division of Purchase and Property.

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

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

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

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

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

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

SECTION 3: OVERVIEW AND GENERAL CONDUCT

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

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

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

SECTION 4: GENERAL STANDARDS

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

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

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

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

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

SECTION 5: CONSULTANTS

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

SECTION 5.1: Consultants and RFP Development

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

SECTION 5.2: Consultants and Evaluation Committees

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

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

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

- any State employee or any member of his or her immediate family (i.e., a spouse, child, parent, or sibling residing in the same household as the employee); or
- any partnership, firm, or corporation with which the State employee is employed or associated, or in which he or she has an interest. Some things of value are clear, such as money, stock, debt forgiveness, real estate, or automobiles; but other things of value may be less obvious, including offers of employment, loans, labor, rebates, price discounts, entertainment, or meals.

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

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

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

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

SECTION 7: OFFERS OF EMPLOYMENT

SECTION 7.1: Current State Employees

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

SECTION 7.2: Former State Employees

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

SECTION 7.3: Casino-Related Restrictions

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

SECTION 8: PENALTIES

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

Last Updated: Friday, January 12, 2024



ACKNOWLEDGE RECEIPT OF ADDENDUM FORM

Bid Name:		
Bid No.:		
Bidder acknowledges re	eceipt of the foll	owing Addenda:
Addendum Number	<u>Dated</u>	Acknowledge Receipt (initial)
		
[] No Addenda were red	ceived/issued.	
Signature of Principal	Title	

DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM



BID SOLICIT	ATION # AND TITLE:					
VENDOR NA	ME:					
		PLEASE LIST ALL OFFIC	PART 1 ERS/DIRECTORS O	F THE VENDO	OR BELOW.	
NAME			NAM	ИE		
TITLE			TITI	.E		
ADDRESS				DRESS		
ADDRESS				DRESS		
CITY	STATE	ZIP	CIT	Y	STATE	ZIP
NAME			NAM	ИE		
TITLE			TITI	.E		
ADDRESS			ADD	DRESS		
ADDRESS				DRESS		
CITY	STATE	ZIP	CIT		STATE	ZIP
				n Additional S	heets If Necessary.	
	PLEASE REFE	R TO THE PERSONS LISTED A OWNERSHIP DISCLOSURE				
		s form or its attachments eve subdivision thereof), or by an				isorderly persons matter by
		s form or its attachments eve vices, labor, materials or supp		ebarred or othe	erwise declared ineligible by a	any government agency from
3. Are the	re currently any pending crim	inal matters or debarment pro	oceedings in which the	e firm and/or its	s officers and/or managers a	re involved?
		s form or its attachments bee				
	y person or entity listed on th ding in the past five (5) years	s form or its attachments bee	n involved as an adve	erse party to a	public sector client in any civ	il litigation or administrative
		ANSWERS TO QUESTIONS 1-5 A WERS TO QUESTIONS 1-5 ARE "I				
complaints or of	her administrative proceedin	DESCRIPTION OF THE 5 above, you must provide a gs involving public sector clie n and a brief description of th	detailed description o	f any investiga ve (5) years.	tion or litigation, including, bu Γhe description must include	the nature and status of the
CONTACT N				PHONE N	NUMBER	
CASE CAPT	OF THE INVESTIGATION			CURRENT	STATUS	
	OF INVESTIGATION					
*Attach Addit	ional Sheets If Necessary.					
			CERTIFICATION			
knowledge are to from the date of aware that it is a	rue and complete. I acknowled this certification through the co a criminal offense to make a fa	to execute this certification on ge that the State of New Jerse impletion of any contract(s) with lse statement or misrepresenta with the State, permitting the St	behalf of the Vendor, t y is relying on the inform the State to notify the ation in this certification	mation containe State in writing . If I do so, I ma	d herein, and that the Vendor in of any changes to the informat by be subject to criminal prosect	s under a continuing obligation tion contained herein; that I am cution under the law, and it wil
Signature			Da	te		
Print Name a	nd Title					

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM



Print Name and Title

BID SOLICITATION # AND TITLE:	
VENDOR NAME:	
a contract must certify that neither the person nor entity, nor any of its paren 25 List as a person or entity engaged in investment acti https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Vendors Division of Purchase and Property finds a person or entity to be in violation	e) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew ints, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter tivities in Iran. The Chapter 25 list is found on the Division's website at s/Bidders must review this list prior to completing the below certification. If the Director of the on of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, vering damages, declaring the party in default and seeking debarment or suspension of the party.
CHECK	K THE APPROPRIATE BOX
	nd P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, y's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.
OR	
the Treasury's Chapter 25 List. I will provide a detailed, accurate	r one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of e and precise description of the activities of the Vendor/Bidder, or one of its parents, t activities in Iran by completing the information requested below.
Entity Engaged in Investment Activities Relationship to Vendor/ Bidder Description of Activities	
Duration of Engagement Anticipated Cessation Date	
*Attach Additional Sheets If Necessary.	
knowledge are true and complete. I acknowledge that the State of New Jerse from the date of this certification through the completion of any contract(s) wit aware that it is a criminal offense to make a false statement or misrepresent.	CERTIFICATION In behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my ey is relying on the information contained herein, and that the Vendor is under a continuing obligation that the State to notify the State in writing of any changes to the information contained herein; that I am tation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will state to declare any contract(s) resulting from this certification void and unenforceable.
Signature	Date

SUBCONTRACTOR UTILIZATION FORM



BID SOLICITATION # AND TITLE:					
VENDOR NAME:					
lf I	List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary. the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals, Vendor must attach information documenting its good faith effort to achieve the goals.				
SUBCONTRACTOR'S NAME:					
ADDRESS:					
PHONE NUMBER: EMAIL: ESTIMATED VALUE OF WORK DESCRIPTION OF WORK TO BE SUBCONTRACTED:	TO BE SUBCONTRACTED: FEIN:				
IS THE SUBCONTRACTOR IS A					
	SINESS CATEGORY:				
	DISABLED VETERAN-OWNED BUSINESS?				
SUBCONTRACTOR'S NAME: ADDRESS:					
PHONE NUMBER:	FEIN:				
EMAIL:					
ESTIMATED VALUE OF WORK TO DESCRIPTION OF WORK TO BE SUBCONTRACTED:	TO BE SUBCONTRACTED:				
IS THE SUBCONTRACTOR IS A					
	JSINESS CATEGORY:				
IS THE SUBCONTRACTOR IS A	DISABLED VETERAN-OWNED BUSINESS?				
SUBCONTRACTOR'S NAME: ADDRESS:					
DUONE NUMBER	FFINI				
PHONE NUMBER: EMAIL:	FEIN:				
ESTIMATED VALUE OF WORK DESCRIPTION OF WORK TO BE SUBCONTRACTED:	TO BE SUBCONTRACTED:				
IS THE SUBCONTRACTOR IS A	SMALL BUSINESS?				
IF YES, SMALL BU	SINESS CATEGORY:				
IS THE SUBCONTRACTOR IS A	DISABLED VETERAN-OWNED BUSINESS?				



Request for Taxpayer Identification Number and Certification

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

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

Befor	e y	bu begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.											
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the oventity's name on line 2.)	vner's nar	ne or	line 1	1, and	l ente	r the	busir	iess/d	disreg	arded	
	2	2 Business name/disregarded entity name, if different from above.											
s on page 3.	3a	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor					Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)						
Print or type. See Specific Instructions on page		Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check box for the tax classification of its owner. Other (see instructions)			te	Com	•	ce Ac		_	Accou report	nt Tax ting	
P ₁ Specific	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax and you are providing this form to a partnership, trust, or estate in which you have an ownership in this box if you have any foreign partners, owners, or beneficiaries. See instructions				(Aļ					aintair tates.,		
5 Address (number, street, and apt. or suite no.). See instructions.					ame a	nd ad	dress	(opt	ional)				
	6	City, state, and ZIP code											
	7	List account number(s) here (optional)											
Pai	τl	Taxpayer Identification Number (TIN)											
Enter	you	r TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	oid _	Socia	al sec	urity	numb	er					
backı reside	ip w ent a	ithholding. For individuals, this is generally your social security number (SSN). However, fo lien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a			_			-				
		is your employer identification number (EIN). If you do not have a number, see How to get	a	r								-	
TIN, I	ater.		Γ	Empl	oyer	ident	ificati	on n	umbe	er			
		ne account is in more than one name, see the instructions for line 1. See also <i>What Name a</i> or Give the Requester for guidelines on whose number to enter.	and		_								
Par	t II	Certification	I	-								'	
Unde	r pe	nalties of perjury, I certify that:											
	•	mber shown on this form is my correct taxpayer identification number (or I am waiting for a	ı numbei	r to b	e iss	ued t	o me	e); ar	nd				
2. I ar Se	n no	of subject to backup withholding because (a) I am exempt from backup withholding, or (b) I (IRS) that I am subject to backup withholding as a result of a failure to report all interest or ger subject to backup withholding; and	have no	t be	en no	tified	l by t	he Ir	ntern				
3. I ar	n a	U.S. citizen or other U.S. person (defined below); and											
4. The	e FA	TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is corre	ect.									
		ion instructions. You must cross out item 2 above if you have been notified by the IRS that yo										t naid	

acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

General Instructions

Signature of

U.S. person

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

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

What's New

Sign

Here

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

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

Purpose of Form

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

Date

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

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

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

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

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
 - 2. Certify that you are not subject to backup withholding; or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
- 4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
- 5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301,7701-7).

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

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

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

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

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

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

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester;
- 2. You do not certify your TIN when required (see the instructions for Part II for details);
 - 3. The IRS tells the requester that you furnished an incorrect TIN;
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
- 5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

- Sole proprietor. Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- Partnership, C corporation, S corporation, or LLC, other than a disregarded entity. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- Disregarded entity. In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

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

- 2-The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5-A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory
- $7\!-\!A$ futures commission merchant registered with the Commodity Futures Trading Commission.
- 8-A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11-A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7.
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5.2
Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
 - B—The United States or any of its agencies or instrumentalities.
- C-A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
 - G-A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
 - I-A common trust fund as defined in section 584(a).
 - J-A bank as defined in section 581.
 - K-A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner ¹
Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

- ³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)
- *Note: The grantor must also provide a Form W-9 to the trustee of the trust
- **For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Form W-9 (Rev. 3-2024)

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

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

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

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

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

Privacy Act Notice

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

Page 6

MACBRIDE PRINCIPLES FORM



Print Name and Title

BID SOLICITATION # AND TITLE:			
VENDOR NAME:			
Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a ce Act of 1989. Pursuant to N.J.S.A. 52:34-12, Vendor/Bidder must complete the certification indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agree in accordance with applicable law and rules, that it is in the best interest of the State to awar completed the certification and has submitted a bid within five (5) percent of the most advantage that are the subject of this law, he/she shall take such action as may be appropriate sanctions, seeking compliance, recovering damages, declaring the party in default and seek	below by checking one of the two options listed below and signing where ment does not complete the certification, then the Director may determine, of the purchase, contract or agreement to another Vendor/Bidder that has rantageous bid. If the Director finds contractors to be in violation of the and provided by law, rule or contract, including but not limited to, imposing		
I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:			
CHECK THE APPROPRIA	TE BOX		
The Vendor/Bidder has no business operations in Northern Ireland; or			
OR			
The Vendor/Bidder will take lawful steps in good faith to conduct any business principles of nondiscrimination in employment as set forth in section 2 of P.L. 19 Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independ	987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United		
CERTIFICATION I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the inform the date of this certification through the completion of any contract(s) with the State to notify the aware that it is a criminal offense to make a false statement or misrepresentation in this certification constitute a material breach of my contract(s) with the State, permitting the State to declare any constitute a material breach of my contract(s) with the State, permitting the State to declare any constitute a material breach of my contract(s) with the State, permitting the State to declare any contract (s).	ormation contained herein, and that the Vendor is under a continuing obligation be State in writing of any changes to the information contained herein; that I am on. If I do so, I may be subject to criminal prosecution under the law, and it will		
Signature	Date		



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

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

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

(Check the Appropriate Box)

A.	That the Vendor is not identified on the <u>OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus</u> .		
	OR		
В.	That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.		
	OR		
C.	That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.		

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

(Attach Additional Sheets If Necessary.)

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