



**KEAN**

**REQUEST FOR PROPOSAL**  
**HVAC Preventative Maintenance Services**  
**Bid No. K24-8-26-2**

Event	Date	Time
Pre-Proposal Conference Date	10/9/2024	10:00 a.m.
Questions and Inquiries Deadline	10/16/2024	12:00 p.m.
Proposal Submission/Bid Opening Date	11/6/2024	2:00 p.m.

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

	Status	Category
<b>Small Business Set-Aside</b>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III

RFP Issued By:

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

Date: September 30, 2024

KEAN UNIVERSITY

**HVAC Preventative Maintenance Services**

**Bid No. K24-8-26-2**

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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 preventative maintenance 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 preventative maintenance services.

## 2.0 **KEY DATES**

2.1 **Pre-Proposal Conference:** 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: October 9, 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/ycr-trdd-kzk](https://meet.google.com/ycr-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](mailto:hvacbid@kean.edu) and cc: to [jdeangel@kean.edu](mailto:jdeangel@kean.edu) by **12:00 p.m. on October 16, 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](mailto: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 November 6, 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/qjp-brnu-nbp](https://meet.google.com/qjp-brnu-nbp)

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

**PIN:** 893 117 603#

## 3.0 CONTRACT AND PROPOSAL INFORMATION

### 3.1 Issuing Office

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

### 3.2 Proposal Preparation

Proposals shall be submitted **via email to [hvacbid@kean.edu](mailto:hvacbid@kean.edu)** as an attachment in PDF format. The subject line of your email must read **“BID SUBMISSION – Bid No. K24-8-26-2.”**

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

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

### 3.8 Acceptance of Proposal Content

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

### 3.9 Contents of Proposal

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

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

By signing the signature page of the proposal, the Vendor waives any claims of copyright protection set forth within the manufacturer 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 February 1, 2025. 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 Method of Inspection of Work and Liquidated Damages for Non-Performance

3.22.1 In the event the successful Vendor shall fail to comply with any of the conditions herein provided and as covered by the contract, the University'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 Performance and Payment Security

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 Preventative 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 **UNIVERSITY REQUIREMENTS**

### 4.1 Termination of Contract

In addition to the University's rights to terminate any contract entered into as a result of this RFP for mandatory or discretionary events of default, the

University may, in whole or in part, terminate the Vendor's performance whenever the University determines that such termination is in the best interest of the University. Any such termination shall be effected upon sixty (60) days prior written notice delivered to the Vendor specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

#### 4.2 Transitional Period

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

#### 4.3 Contract Changes

During the contract term, no change is permitted to any of its terms and conditions unless the Vendor receives prior written consent from the University'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](mailto:procurement@kean.edu). The protest shall be filed within ten (10) business days following the vendor's receipt of written notification of the decision to

award the contract. Any protest filed after the 10-day period may be disregarded. If the contract award is protested, the University may proceed to award the contract if the failure to award will result in substantial cost to the University or if public exigency so requires. The Office of University Counsel and/or its designee will render the final decision on all matters that address disqualification of any Vendor.

#### 4.8 Internship Program

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

### 5.3 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.

### 5.4 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.

### 5.5 Standards Prohibiting Conflicts of Interest

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

- 5.5.1 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.
- 5.5.2 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.
- 5.5.3 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.
- 5.5.4 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.
- 5.5.5 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.

5.5.6 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.

## 5.6 Chapter 271

5.6.1 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>.

5.6.2 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>.

## 5.7 Americans with Disabilities Act

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

## 5.8 Compliance

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

## 5.9 Non-Collusion Statement

Kean University requires as a condition precedent to acceptance of a proposal that the Vendor certify that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise

taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in Attachment E hereto and must be properly executed to have the proposal considered.

5.10 Warranty of No Solicitation on Commission or Contingent Fee Basis

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

5.11 Prevailing Wage and Benefits

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

5.12 Small Business Set Aside Program

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

5.13 Compliance with MacBride Principles and Northern Ireland Act of 1989

Each Vendor shall certify, in accordance with N.J.S.A. 52:34-12.2, that it has no business operations in Northern Ireland or it will take lawful steps in

good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5, and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

#### 5.14 Disclosure of Investment Activities in Iran

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

#### 5.15 Non-Involvement in Prohibited Activities in Russia or Belarus

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



#### 5.16 Diane B. Allen Equal Pay Act

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

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

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

#### 5.17 Set-Off for State Tax Notice

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

## **6.0 PROPOSAL EVALUATION**

Proposals will be evaluated for conformance with the requirements of this RFP by a committee comprised of employees of Kean University. Please see Attachment B for evaluation criteria 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 Preventative Maintenance 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 Preventative Maintenance 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 Preventative Maintenance 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 MUST CONTACT JOHN DEANGELO AT JDEANGEL@KEAN.EDU TO SCHEDULE AN APPOINTMENT BEFORE VISITING THE JOB SITE.**

## 7.2 Scope of Work for HVAC Preventative Maintenance Services

7.2.1 The successful Vendor shall have the rights to perform preventative maintenance via this RFP and repairs as an additional work above and beyond the scope of work outlined for the HVAC systems at the University.

### 7.2.2 General:

The specifications defined here should be used as a guide for HVAC Preventative Maintenance Services at Kean University. The specification specifically covers preventative maintenance 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. A list of the University’s current HVAC System Inventory is attached hereto as Attachment C.

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 Preventative Maintenance Services, including inspections, adjustments, tests, for all equipment under the contract. The A/C services provided by the Vendor under the contract shall be considered HVAC preventative maintenance to include scheduled preventative 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 HVAC preventative maintenance service contract and shall be performed by the Vendor as “out of scope repair services”:

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

Vendor must also provide emergency all-inclusive HVAC solutions within 24 hours of request from the University (installed and running). Vendor shall be responsible to provide (all inclusive) all equipment, rigging, labor, wiring, piping, setup/breakdown, delivery, freight, 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 Vendor’s Qualification Statement: Vendor shall submit evidence of qualifications via the Vendor’s Qualification Statement (form included in Attachment E). 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 performed by, or under the direct supervision of a 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 Transportation of Vendor Personnel: 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 Guarantee: 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 Materials Provided by University: 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 "out of scope 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 Materials Provided by Vendor:

a. Contract Requirements: The Vendor shall provide all labor, parts, system components and materials required by the Vendor during the performance of the contract, including preventative 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 Attachment A.

b. Out of Scope Repair Services: The Vendor shall provide all equipment and materials required by the Vendor during the performance of "out of scope 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. Emergency All-inclusive HVAC Solutions: The Vendor shall be responsible to provide emergency temporary HVAC solutions within 24 hours to include(all-inclusive)- all equipment, rigging, labor, wiring, piping, setup/breakdown, delivery(freight), 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 Out of scope Repair Services 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 Transportation of Equipment and Materials: 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 Attachment A). Vendor shall adhere to and observe the University's on-site vehicular traffic rules and regulations.

7.7.6 Disposal of Materials: 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 (Includes all equipment listed in Attachment C)

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.
- l. Control systems.
- m. Take full set of readings (test, produce results to University).

7.8.1.4 VFD (April, October)

- 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:

1. 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
9. 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

7.8.1.5 Preventative 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.
2. Check Cycle-Guard™ valve operation.

c. Every Six Months (May and November):

1. Check refrigerant charge.
2. Check octyl alcohol.
3. VFD Preventative Maintenance

- i. 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

7.8.1.6 Winter Shutdown Inspections/Preventative 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, Liebert Units, Heat Pumps, Split Systems, except Chiller Units:

7.8.2.1 Start-up Inspections (April):

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.

7.8.2.2 Preventative Maintenance (PM): 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.
- b. Inspect

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 Air Conditioning Equipment Performance Levels: 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 Preventative Maintenance: The Vendor shall provide regularly scheduled preventative 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, 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 Out of Scope Repair Services: Except as otherwise specified herein as “Out of Scope 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 costs associated with the HVAC preventative maintenance repairs shall be included in the Vendor's lump sum prices in Attachment A.

7.8.3.5 Out of Scope Repair Services: Repairs specifically excluded from the HVAC Preventative Maintenance 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 out of scope repair services. All out of scope 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 out of scope repair service and reserves the right to purchase repair parts and materials from other sources for the Vendor's use.

7.8.3.6 Emergency HVAC Solutions: 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 3:30 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 “out of scope 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 Time Paid

Time paid for hourly labor rate work performed by Vendor personnel for “out of scope 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 out of scope 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 “out of scope 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 “preventative maintenance” and “out of scope 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 Drawings and Diagrams

- 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. Prior to 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 the system. If changes are made, Vendor shall provide the 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 the 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 General Requirements: 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 Clarification of Terms: 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 HVAC Preventative Maintenance 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 "out of scope 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 Testing and Inspection: 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 Default: 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 Transportation and Packaging: 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 Responsibility for the Work: 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 Rules-Laws-Regulations: 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 Superintendence by Vendor:

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 Use of Premises and Removal of Debris: 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 all 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 University's Right to Terminate the Contract:

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 Asbestos: 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 Drug Free Workplace: 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 Independent Contractor: 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 Inspection of Job Sites: 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 Materials Containing Asbestos: 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. Security: 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 Subcontractors: 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 Use of Premises: 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 Work Site Damages: 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.

7.11.1 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 VENDOR DATA SHEET(S) – MUST BE COMPLETED BY VENDOR**

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

9.2 References will be contacted by Kean University.

9.3 The number of years of experience the firm has provided HVAC Preventative Maintenance Services. \_\_\_\_\_

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

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

Vice President in Charge of this Account.

Regional Manager in Charge of this Account.

District Manager in Charge of this Account.

**9.5.1 VICE PRESIDENT IN CHARGE OF ACCOUNT**

NAME: \_\_\_\_\_

EMAIL & PHONE NO.: \_\_\_\_\_

YEARS EMPLOYED BY YOUR FIRM: \_\_\_\_\_

CURRENT POSITION: \_\_\_\_\_

EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OTHER EMPLOYMENT DATA: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES AT KEAN UNIVERSITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EDUCATION AND TRAINING: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCES WITH PHONE NUMBERS / EMAIL ADDRESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.5.2 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 DISTRICT MANAGER IN CHARGE OF ACCOUNT

NAME: \_\_\_\_\_

EMAIL & PHONE NO.: \_\_\_\_\_

YEARS EMPLOYED BY YOUR FIRM: \_\_\_\_\_

CURRENT POSITION: \_\_\_\_\_

EMPLOYMENT DATA (HIGHER EDUCATIONAL INSTITUTION ONLY):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OTHER EMPLOYMENT DATA: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES AT KEAN UNIVERSITY:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EDUCATION AND TRAINING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCES WITH PHONE NUMBERS / EMAIL ADDRESSES:

---

---

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

9.6.1 (1) Name of Account: \_\_\_\_\_

(2) Address: \_\_\_\_\_

(3) How long has your agency provided HVAC preventative maintenance 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 preventative maintenance 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 preventative maintenance services to the above account?  
\_\_\_\_\_

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

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

9.7.1 (1) Name of Account: \_\_\_\_\_

(2) Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

9.7.2 (1) Name of Account: \_\_\_\_\_

(2) Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

9.7.3 (1) Name of Account: \_\_\_\_\_

(2) Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

MANAGEMENT CONTACT: \_\_\_\_\_

EMAIL/PHONE NUMBER: \_\_\_\_\_

INDIVIDUAL CONTACT: \_\_\_\_\_

EMAIL/PHONE NUMBER: \_\_\_\_\_

- 9.9 Organizational Chart

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

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

NAME OF INSURANCE COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

- 9.11 Ongoing Litigation

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



**Attachment A**

**Kean University  
HVAC Preventative Maintenance Services  
Bid No. K24-8-26-2**

**FEE PROPOSAL FORM**

\_\_\_\_\_  
(Company Name)

**PRICING SCHEDULE:** The Bidder agrees to provide the full scope of work and services described herein for the following rates:

Bidder's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

- A. **HVAC Preventative 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 using Schedule D.**

	<b>Original Contract</b>	<b>First Extension</b>	<b>Second Extension</b>	<b>Third Extension</b>
Group #1 Main Campus	\$ _____	\$ _____	\$ _____	\$ _____
Group #2 Residence Life	\$ _____	\$ _____	\$ _____	\$ _____
Group #3 Cougar Hall	\$ _____	\$ _____	\$ _____	\$ _____
Group #4 1085 Morris Ave.	\$ _____	\$ _____	\$ _____	\$ _____
Group #5 East Campus	\$ _____	\$ _____	\$ _____	\$ _____
<b>Grand Total</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

B. Out of Scope Repair Service:

1. Personnel Classification:

a. Air Conditioning Technician

	<b>Original Contract</b>	<b>First Extension</b>	<b>Second Extension</b>	<b>Third Extension</b>
Straight Time	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.
Overtime	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.
Holiday	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.

b. Assistant Air Conditioning Technician

	<b>Original Contract</b>	<b>First Extension</b>	<b>Second Extension</b>	<b>Third Extension</b>
Straight Time	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.
Overtime	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.
Holiday	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.

2. Materials Discount:

	<b>Original Contract</b>	<b>First Extension</b>	<b>Second Extension</b>	<b>Third Extension</b>
% off published price list	_____%	_____%	_____%	_____%

In the event that Kean University requires out of scope 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. Emergency HVAC Solutions

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

	<b>Original Contract</b>	<b>First Extension</b>	<b>Second Extension</b>	<b>Third Extension</b>
Swamp Cooler 1-5 Ton	\$ _____/mo.	\$ _____/mo.	\$ _____/mo.	\$ _____/mo.

	<b>Original Contract</b>	<b>First Extension</b>	<b>Second Extension</b>	<b>Third Extension</b>
Temp Chiller up to 300 ton	\$ _____/mo.	\$ _____/mo.	\$ _____/mo.	\$ _____/mo.
Temp Boiler up to 1 mil BTU	\$ _____/mo.	\$ _____/mo.	\$ _____/mo.	\$ _____/mo.

D. Breakdown of Labor Hours

	<b>Group #1 Main Campus</b>	<b>Group #2 Residence Life</b>	<b>Group #3 Cougar Hall</b>	<b>Group #4 1085 Morris Ave.</b>	<b>Group #5 East Campus</b>	<b>Total</b>
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						

**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. K24-8-26-2, 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 Preventative Maintenance Services  
Bid No. K24-8-26-2**

**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:

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

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

**Attachment B (cont.)**

**Kean University  
HVAC Preventative Maintenance Services  
Bid No. K24-8-26-2**

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 Preventative Maintenance Services Bid No. K24-8-26-2

#### BUILDING HVAC SYSTEMS INVENTORY

### Main Campus

Building	Location	RES or Campus	Manufacturer	Description	Model # Serial#	Notes
Administration	Mechanical	Campus	Carrier®	Absorption Refrigeration Chiller	Model # 16JB014STM Serial #10020	
CAS	Mechanical	Campus	Carrier®	Centrifugal Chiller 1	Model # 02XRV334CDS64, Serial # 68494	
CAS	Mechanical	Campus	Carrier®	Centrifugal Chiller 2	Model # 02XRV334CDS64, Serial # 68495	
D'Angola Gym	Roof	Campus	Tecochill® Chiller	Gas-fired Chillers	Model # CH-65ACP, Serial # 10128	
D'Angola Gym	Roof	Campus	Tecochill® Chiller	Gas-fired Chillers	Model # CH-65ACP, Serial # 10128	
D'Angola Gym	Roof	Campus	Tecochill® Chiller	Gas-fired Chillers	Model # CH-65ACP, Serial # 10130	
Downs	Mechanical	Campus	York®	Absorption Chiller	Model # YIA ST-2A4-17-B-S, Serial # UALM003520	
Hennings Hall:	Roof	Campus	Tecogen®	Chiller	Model # CH-200X, Serial # 385	
Hutchinson Hall	Mechanical	Campus	Carrier®	Absorption Chiller	Model # 16JB057, Serial #20004	
Nancy Thompson Library	Mechanical	Campus	Carrier®	Absorption Chiller	Model # 16JB028, Serial # 20001	
Science Building	Mechanical	Campus	Carrier®	Absorption Chiller	Model # 16JB032, Serial # 20002	
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®	Chiller	Model # 30HXC086RZ-540KA, Serial # 1801Q00369	
Vaughn-Eames	Mechanical	Campus	Carrier®	Absorption Chiller	Model # 16JB036, Serial # 20003	
Wilkins Theater	Mechanical	Campus	Trane	Chiller 1	M#CGAM100A2R02AXB2A1A1A1AXB2A1A1AXXA101A4B3X1D1XXLXX S#U19D74026	
Wilkins Theater	Mechanical	Campus	Trane	Chiller 2	M#CGAM100A2R02AXB2A1A1A1AXB2A1A1AXXA101A4B3X1D1XXLXX S#U19D7402S	

### Residence Life

Building	Location	RES or Campus	Manufacturer	Description	Model # Serial#	Notes
Bartlett Hall	Penthouse	RES	Trane®	Rotary Liquid Chiller	RTUA125AYE01X3D1VFH; Serial # U02G05732	
Burch Hall	Penthouse	RES	Trane®	Rotary Liquid Chiller	RTUA125AYE01X3D1VFH; Serial # U02G05731	
Rogers Hall	Penthouse	RES	Trane®	Rotary Liquid Chiller	RTUA125AYE01X3D1VFH; Serial # U02G05730	
Sozio Hall	Penthouse	RES	Trane®	Rotary Liquid Chiller	RTUA125AYE01X3D1VFH; Serial # U02G05733	
New Upper	MER 2	RES	Carrier®	Centrifugal Chiller	Model# 19XRV6767437LCH64 Serial # 18632	
New Upper	MER 2	RES	Carrier®	Absorbtion Chiller	Model # 16JB061 Serial # JB1006	

## Cougar Hall

Building	Location	RES or Campus	Manufacturer	Description	Model # Serial#	Notes
Cougar Hall	Common areas	RES	Climatemaster®	Heat pump (Common areas)	C3E0NAA00DFB0C	8 units first floor

## 1085 Morris Ave.

Building	Location	RES or Campus	Manufacturer	Description	Model # Serial#	Notes
1085 Morris Ave	Mechanical	Campus	Tecochill	Chiller #1	M# CH-350% Ser# 20173	
1085 Morris Ave	Mechanical	Campus	Tecochill	Chiller #2	M# CH-350% Ser# 20172	

## East Campus

Building	Location	RES or Campus	Manufacturer	Description	Model # Serial#	Notes
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	
STEM Building	Mechanical	Campus	Water Furnace Envisio	Heat Pump #1	Model # NXW5-40R4PE3NNSSA Serial # 090200369	Job # 028354
STEM Building	Mechanical	Campus	Water Furnace Envisio	Heat Pump #2	Model # NXW5-40R4PE3NNSSA Serial # 090200365	Job # 028352
STEM Building	Mechanical	Campus	Water Furnace Envisio	Heat Pump #3	Model # NXW5-40R4PE3NNSSA Serial # 090200363	Job # 028352
STEM Building	Mechanical	Campus	Water Furnace Envisio	Heat Pump #4	Model # NXW5-40R4PE3NNSSA Serial # 090200366	Job # 028353
STEM Building	Mechanical	Campus	Water Furnace Envisio	Heat Pump #5	Model # NXW5-40R4PE3NNSSA Serial # 090200364	Job # 028352
STEM Building	Mechanical	Campus	Water Furnace Envisio	Heat Pump #6	Model # NXW5-40R4PE3NNSSA Serial # 090200370	Job # 028354
STEM Building	Mechanical	Campus	Water Furnace Envisio	Heat Pump #7	Model # NXW5-40R4PE3NNSSA Serial # 090200371	Job # 028354
STEM Building	Mechanical	Campus	Water Furnace Envisio	Heat Pump #8	Model # NXW5-40R4PE3NNSSA Serial # 090200361	Job # 028341
STEM Building	Mechanical	Campus	Water Furnace Envisio	Heat Pump #9	Model # NXW5-40R4PE3NNSSA Serial # 090200360	Job # 028341
STEM Building	Mechanical	Campus	Water Furnace Envisio	Heat Pump #10	Model # NXW5-40R4PE3NNSSA Serial # 090200368	Job # 028353
STEM Building	Mechanical	Campus	Water Furnace Envisio	Heat Pump #11	Model # NXW5-40R4PE3NNSSA Serial # 090200362	Job # 028341
STEM Building	Mechanical	Campus	Water Furnace Envisio	Heat Pump #12	Model # NXW5-40R4PE3NNSSA Serial # 090200367	Job # 028353
Presidents House	Roof	Campus	Mitsubishi®	Split System	MODEL MUZ-A12NA S/N 7001272T	
Presidents House	Roof	Campus	Mitsubishi®	Split System	MODEL MUZ-A12NA S/N 7000771T	
Presidents House	Roof	Campus	Mitsubishi®	Split System	MODEL MUZ-GL18NA S/N 9008766T	
Presidents House	Side of House	Campus	Mitsubishi®	Split System	MODEL MUZ-GL18NA	
Presidents House	Side of House	Campus	Lennox®	Split System	MODEL HS26-018-5P S/N 5805C15294	
Presidents House	Side of House	Campus	Lennox®	Split System	MODEL HS26-024-5P S/N 5805C07669	
Presidents House	Side of House	Campus	Mitsubishi®	Split System	MODEL MUZ-GL09NA	
Presidents House	Side of House	Campus	Daikin®	Split System	MODEL RXS18LVJU S/N E027655	
Presidents House	Side of House	Campus	York®	Split System	MODEL HABA-F042SD S/N WFJM028013	
Presidents House	Side of House	Campus	Coleman®	Split System	MODEL TF4B1821SA S/N W2C0634036	
Presidents House	Basement	Campus	Lennox®	Split System	MODEL C33-24B-2F S/N 6005B57805	
Presidents House	Basement	Campus	Lennox®	Split System	MODEL C33-24B-2F S/N 6005B57808	
Presidents House	Basement	Campus	Gama	Split System	MODEL NTC6150KJA1 S/N L974615034	

# VFDs

Building	Location	RES or Campus	Manufacturer	Description	Model #	Serial#	Notes
Upper Class Dorm	MER-2	RES		CHWP-3		Schneider Electric - ATV212	
Upper Class Dorm	MER-2	RES		CHWP-4		Schneider Electric - ATV212	
Upper Class Dorm	MER-2	RES		CHWP-5		Schneider Electric - ATV212	
Upper Class Dorm	MER-2	RES		AHU-1-SF		Schneider Electric - ATV212	
Upper Class Dorm	MER-2	RES		CWP-3		Schneider Electric - ATV212	
Upper Class Dorm	MER-1	RES		AHU-2-SF		Schneider Electric - ATV212	
Upper Class Dorm	MER-1	RES		AHU-3-SF		Schneider Electric - ATV212	
Upper Class Dorm	MER-1	RES		AHU-4-SF		Schneider Electric - ATV212	
Upper Class Dorm	MER-1	RES		AHU-3-Purge Fan		Schneider Electric - ATV212	
Upper Class Dorm	MER-1	RES		EF-K-3		Schneider Electric - ATV212	
Upper Class Dorm	Roof	RES		CT-1		Schneider Electric - ATV212	
Upper Class Dorm	Roof	RES		CT-2		Schneider Electric - ATV212	
Freshman Dorm	MER-3	RES		PCR-F-3		Schneider Electric - ATV212	
Freshman Dorm	MER-3	RES		AHU-F-1-SF		Schneider Electric - ATV212	
Freshman Dorm	MER-3	RES		AHU-F-2-SF		Schneider Electric - ATV212	
Freshman Dorm	MER-3	RES		AHU-F-2-RF		Schneider Electric - ATV212	
Freshman Dorm	MER-3	RES		HWP-1		Schneider Electric - ATV212	
Freshman Dorm	MER-3	RES		HWP-2		Schneider Electric - ATV212	
Cougar Hall	Roof MER	RES		P-1		Emerson-H300	
Cougar Hall	Roof MER	RES		P-2		Emerson-H301	
Cougar Hall	Roof MER	RES		CT-1		Emerson-H302	
Administration	MER-3	CAMPUS		AHU-2		Safronics - FP5	
Administration	MER-3	CAMPUS		RF-2		Safronics - FP5	
Administration	MER-3	CAMPUS		P-4		Safronics - FP5	
Administration	MER-3	CAMPUS		P-5		Safronics - FP5	
Administration	MER-3	CAMPUS		CT		Johnson Controls (Eaton-HMX)	
Administration	MER-3	CAMPUS		AHU-1-SF		Safronics - FP5	
Administration	MER-3	CAMPUS		RF-1		Safronics - FP5	
Townsend	BASEMENT	CAMPUS		AHU-1		Safronics - FP5	
Townsend	BASEMENT	CAMPUS		AU-2		Safronics - FP5	
Townsend	BASEMENT	CAMPUS		CT		Toshiba - Q9 Plus	
Townsend	BASEMENT	CAMPUS		HWP-1		Danfoss - VLT 6000	
Townsend	BASEMENT	CAMPUS		HWP-2		Danfoss - VLT 6000	
Science	PENTHOUSE	CAMPUS		VFD		Safronics - FP5	
Hennings	LADDER	CAMPUS		AHU-2		Safronics - FP5	
Hennings	LADDER	CAMPUS		AHU-3		Safronics - FP5	
Hennings	LADDER	CAMPUS		AHU-4		Safronics - FP5	
Hutchinson	MER-1	CAMPUS		AHU-1		Safronics - GP10	
Hutchinson	MER-1	CAMPUS		RF-1		Safronics - GP10	
Hutchinson	MER-2	CAMPUS		AHU-2		Safronics - GP10	
Hutchinson	MER-2	CAMPUS		RF-2		Safronics - GP10	
Hutchinson	MER-3	CAMPUS		AHU-3		Safronics - GP10	
Hutchinson	MER-3	CAMPUS		RF-3		Safronics - GP10	
Hutchinson	PENTHOUSE	CAMPUS		P-3		Safronics - GP10	
Hutchinson	PENTHOUSE	CAMPUS		P-4		Safronics - GP10	
Hutchinson	PENTHOUSE	CAMPUS		P-5		Safronics - GP10	
Hutchinson	PENTHOUSE	CAMPUS		P-6		Safronics - GP10	

Hutchinson	PENTHOUSE (ELECTRICAL ROOM)	CAMPUS		CT	Saftronics - GP10
TPA (Wilkins)	144 STORAGE	CAMPUS		AHU-4	AC-TECH
Vaughn-Eames	VE-116/PENTHOUSE	CAMPUS		P-5A	Saftronics - GP10
Vaughn-Eames	VE-116/PENTHOUSE	CAMPUS		P-5	Saftronics - GP10
Vaughn-Eames	VE-116/PENTHOUSE	CAMPUS		AHU-3	Saftronics - GP10
Vaughn-Eames	VE-116/PENTHOUSE	CAMPUS		R-3	Fuji - Frenic 5000G11
Vaughn-Eames	BASEMENT	CAMPUS		P-3	Saftronics - GP10
Vaughn-Eames	BASEMENT	CAMPUS		P-3A	Saftronics - GP10
Vaughn-Eames	4TH FLOOR	CAMPUS		P-4	Saftronics - GP10
Vaughn-Eames	4TH FLOOR	CAMPUS		P-4A	Saftronics - GP10
Vaughn-Eames	4TH FLOOR	CAMPUS		RF-2	Saftronics - GP10
Vaughn-Eames	4TH FLOOR	CAMPUS		AHU-2	Saftronics - GP10
Vaughn-Eames	4TH FLOOR	CAMPUS		AHU-1	Saftronics - GP10
Vaughn-Eames	4TH FLOOR	CAMPUS		CT	Saftronics - GP10
Vaughn-Eames	4TH FLOOR	CAMPUS		RF-1	Saftronics - GP10
Library	ROOF (OUTSIDE)	CAMPUS		RTU-1	Trane VFD
Library	3RD FLOOR PENTHOUSE	CAMPUS		AHU-1	Saftronics - GP10
Library	3RD FLOOR PENTHOUSE	CAMPUS		RP-4	Saftronics - GP10
Library	3RD FLOOR PENTHOUSE	CAMPUS		RP-5	Saftronics - GP10
Library	3RD FLOOR PENTHOUSE	CAMPUS		CT	Saftronics - GP10
Library	3RD FLOOR PENTHOUSE	CAMPUS		R-1	Saftronics - GP10
Library	3RD FLOOR PENTHOUSE	CAMPUS		AHU-2	Saftronics - GP10
Library	3RD FLOOR PENTHOUSE	CAMPUS		R-2	Saftronics - GP10
CAS	4TH FLOOR PENTHOUSE	CAMPUS		AHU-3	Toshiba - E3
CAS	4TH FLOOR PENTHOUSE	CAMPUS		CHWP-1	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		CHWP-2	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		CHWP-3	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		RF-3A	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		RF-3B	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		CWP-1	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		CWP-2	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		CWP-3	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		BH-1	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		BH-2	Unico - 1105

CAS	4TH FLOOR PENTHOUSE	CAMPUS		HWP-1	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		HWP-2	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		RHWP-3	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		RHWP-4	Unico - 1105
CAS	4TH FLOOR PENTHOUSE	CAMPUS		VFD	Unico - 1105
Miron Student Center	OUTSIDE ON COOLING TOWER	CAMPUS		CT	Schneider Electric - ATV212
Miron Student Center	BASEMENT	CAMPUS		P-1	Bell & Gossett (Danfoss-VLT)
Miron Student Center	BASEMENT	CAMPUS		P-2	Bell & Gossett (Danfoss-VLT)
D'Angola	MER-1.5	CAMPUS		AHU-4	Saftronics - GP10
D'Angola	MER-1.5	CAMPUS		RF-4	Saftronics - GP10
D'Angola	MER-1.5	CAMPUS		RF-3	Saftronics - GP10
D'Angola	MER-1.5	CAMPUS		AHU-3	Saftronics - GP10
D'Angola	MER-ROOF	CAMPUS		P-1	Saftronics - GP10
D'Angola	MER-ROOF	CAMPUS		P-2	Saftronics - GP10
D'Angola	MER-ROOF	CAMPUS		AHU-1	Saftronics - GP10
D'Angola	MER-ROOF	CAMPUS		AHU-2	Saftronics - GP10
D'Angola	MER-ROOF	CAMPUS		RF-2	Saftronics - GP10
D'Angola	MER-ROOF	CAMPUS		RF-1	Saftronics - GP10
GLAB	WATER ROOM	CAMPUS		P-1	ABB-ACH550
GLAB	WATER ROOM	CAMPUS		P-2	ABB-ACH550
GLAB	WATER ROOM	CAMPUS		P-3	ABB-ACH550
GLAB	6TH FLOOR BOILER ROOM	CAMPUS		HWP-1	Danfoss - VLT
GLAB	6TH FLOOR BOILER ROOM	CAMPUS		HWP-2	Danfoss - VLT
GLAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-5-SF	Danfoss - VLT
GLAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-5-RF	Danfoss - VLT
GLAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-SF	Danfoss - VLT
GLAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-RF	Danfoss - VLT
GLAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-SF	Danfoss - VLT
GLAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-RF	Danfoss - VLT
GLAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-2-SF	Danfoss - VLT
GLAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-2-RF	Danfoss - VLT
GLAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-1-SF	Danfoss - VLT
GLAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-1-RF	Danfoss - VLT
HYNES	BOILER ROOM	CAMPUS		DWP-1	Allen Bradley - Powerflex 523
HYNES	BOILER ROOM	CAMPUS		DWP-2	Allen Bradley - Powerflex 523
HYNES	BOILER ROOM	CAMPUS		HWP-1	ABB-ACH550

HYNES	BOILER ROOM	CAMPUS		HWP-2	ABB-ACH550	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-1-CF-VFD-A	Yaskawa - V1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-1-CF-VFD-B	Yaskawa - V1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-1-EF-VFD-1	Yaskawa - Z1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-1-EF-VFD-2	Yaskawa - Z1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-1-SF-VFD-1	Yaskawa - Z1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-1-SF-VFD-2	Yaskawa - Z1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-1-CF-VFD-A1	Yaskawa - Z1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-2-CF-VFD-A	Yaskawa - V1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-2-CF-VFD-B	Yaskawa - V1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-2-EF-VFD-1	Yaskawa - V1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-2-EF-VFD-2	Yaskawa - V1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-2-SF-VFD-1	Yaskawa - Z1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-2-SF-VFD-2	Yaskawa - Z1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-2-CF-VFD-A1	Yaskawa - Z1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-EF-VFD-1	Yaskawa - J1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-CF-VFD-A&B	Yaskawa - J1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-CF-VFD-C&D	Yaskawa - J1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-SF-VFD-1	Yaskawa - V1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-SF-VFD02	Yaskawa - V1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-EF-VFD-1	Yaskawa - J1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-EF-VFD-2	Yaskawa - J1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-CF-VFD-A&B	Yaskawa - J1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-CF-VFD-C&D	Yaskawa - J1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-SF-VFD-1	Yaskawa - V1000	
HYNES	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-SF-VFD-2	Yaskawa - V1000	
LHAC	BOILER ROOM (LADDER)	CAMPUS		HWP-1	Armstrong - IVS Series (Danfoss)	
LHAC	BOILER ROOM (LADDER)	CAMPUS		HWP-2	Armstrong - IVS Series (Danfoss)	



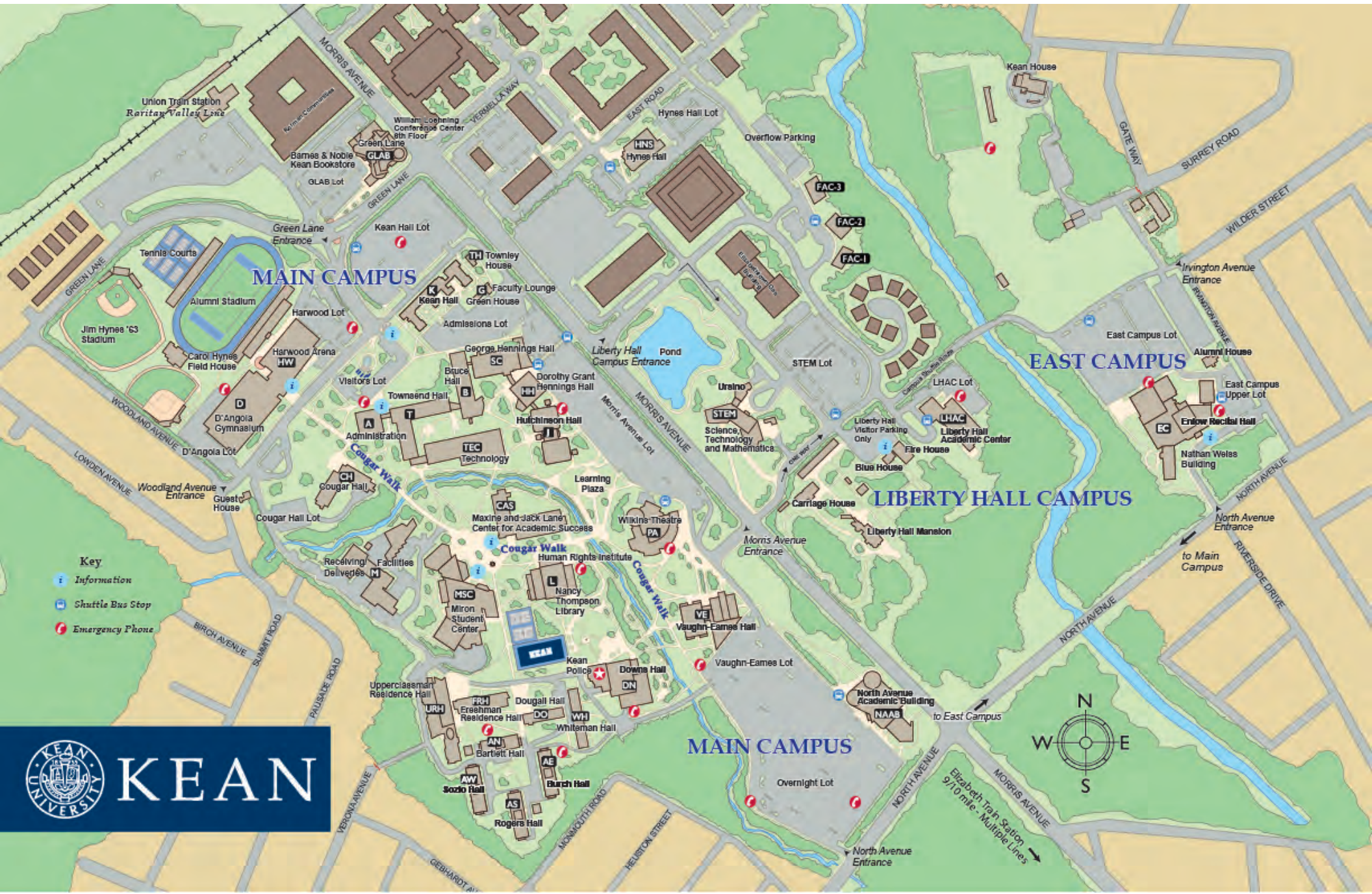
LHAC	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-EF-VFD-1	Yaskawa - V1000
LHAC	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-CF-VFD-A&B	Yaskawa - J1000
LHAC	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-30CF-VFD-C&D	Yaskawa - J1000
LHAC	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-SF-VFD-1	Yaskawa - V1000
LHAC	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-SF-VFD-1	Yaskawa - V1000
LHAC	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-SF-VFD-2	Yaskawa - V1000
STEM	WATER ROOM	CAMPUS		DWP-1	Danfoss - VLT 6000
STEM	WATER ROOM	CAMPUS		DWP-2	Danfoss - VLT 6000
STEM	MER-1	CAMPUS		CT-1	Telemecanique - Altivar 21
STEM	MER-1	CAMPUS		CT-2	Telemecanique - Altivar 21
STEM	MER-1	CAMPUS		GSWP-1	ABB-ACH550
STEM	MER-1	CAMPUS		GSWP-2	ABB-ACH550
STEM	MER-1	CAMPUS		GSWP-3	ABB-ACH550
STEM	MER-1	CAMPUS		GSWP-4	ABB-ACH550
STEM	MER-1	CAMPUS		GSWP-5	ABB-ACH550
STEM	MER-1	CAMPUS		GSWP-6	ABB-ACH550
STEM	MER-1	CAMPUS		CS-5	ABB-ACH550
STEM	MER-1	CAMPUS		CS-6	ABB-ACH550
STEM	MER-1	CAMPUS		CS-7	ABB-ACH550
STEM	MER-1	CAMPUS		CS-8	ABB-ACH550
STEM	MER-1	CAMPUS		CH-AC-Unit-1	ABB-ACH550
STEM	MER-1	CAMPUS		CH-AC-Unit-2	ABB-ACH550
STEM	MER-1	CAMPUS		HWP-CS-16	ABB-ACH550
STEM	MER-1	CAMPUS		HWP-CS-17	ABB-ACH550
STEM	MER-1	CAMPUS		P-CS-18	ABB-ACH550
STEM	MER-1	CAMPUS		P-CS-19	ABB-ACH550
STEM	MER-2	CAMPUS		AHU-1-SF	ABB-ACH550
STEM	MER-2	CAMPUS		AHU-1-RF	ABB-ACH550
STEM	MER-2	CAMPUS		AHU-2-SF	ABB-ACH550
STEM	MER-2	CAMPUS		AHU-2-RF	ABB-ACH550
STEM	MER-3	CAMPUS		AHU-3-SF	ABB-ACH550
STEM	MER-3	CAMPUS		AHU-3-RF	ABB-ACH550
STEM	MER-3	CAMPUS		AHU-4-SF	ABB-ACH550
STEM	MER-3	CAMPUS		AHU-4-RF	ABB-ACH550
STEM	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-6-SF	Danfoss - VLT 6000
STEM	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-6-RF	Danfoss - VLT 6000
STEM	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-RF	Yaskawa - Z1000
STEM	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-SF-1	Yaskawa - Z1000
STEM	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-SF-2	Yaskawa - Z1000
NAAB	WATER ROOM	CAMPUS		DWP-1	Hitachi - WJ200
NAAB	WATER ROOM	CAMPUS		DWP-2	Hitachi - WJ200
NAAB	WATER ROOM	CAMPUS		DWP-3	Hitachi - WJ200

NAAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-1-SF	Danfoss - VLT	
NAAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-1-RF	Danfoss - VLT	
NAAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-2-SF	Danfoss - VLT	
NAAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-2-RF	Danfoss - VLT	
NAAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-6-SF	Danfoss - VLT	
NAAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-6-RF	Danfoss - VLT	
NAAB	6TH FLOOR BOILER ROOM	CAMPUS		HWP-1	Armstrong - IVS Series (Danfoss)	
NAAB	6TH FLOOR BOILER ROOM	CAMPUS		HWP-2	Armstrong - IVS Series (Danfoss)	
NAAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-SF	Danfoss - VLT	
NAAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-3-RF	Danfoss - VLT	
NAAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-SF	Danfoss - VLT	
NAAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-4-RF	Danfoss - VLT	
NAAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-5-SF	Danfoss - VLT	
NAAB	ROOF (OUTSIDE)(LADDER)	CAMPUS		RTU-5-RF	Danfoss - VLT	
EAST CAMPUS	MER-BASEMENT	CAMPUS		CHWP-1	Danfoss - VLT	
EAST CAMPUS	MER-BASEMENT	CAMPUS		CHWP-2	Danfoss - VLT	
EAST CAMPUS	MER-BASEMENT	CAMPUS		CHWP-3	Danfoss - VLT	
EAST CAMPUS	MER-BASEMENT	CAMPUS		CHWP-4	Danfoss - VLT	
EAST CAMPUS	PUMP SHED	CAMPUS		CT-1	ABB-ACH550	
EAST CAMPUS	PUMP SHED	CAMPUS		CT-2	ABB-ACH550	
EAST CAMPUS	PUMP SHED	CAMPUS		CT-3	ABB-ACH550	
KEAN HALL	MER-BASEMENT	CAMPUS		P1	ABB-ACH550	
KEAN HALL	MER-BASEMENT	CAMPUS		P1S	ABB-ACH550	

**Attachment D**

**Kean University  
HVAC Preventative Maintenance Services  
Bid No. K24-8-26-2**

**CAMPUS MAPS AND BUILDING FLOOR PLANS**



**MAIN CAMPUS**

**EAST CAMPUS**

**LIBERTY HALL CAMPUS**

**MAIN CAMPUS**

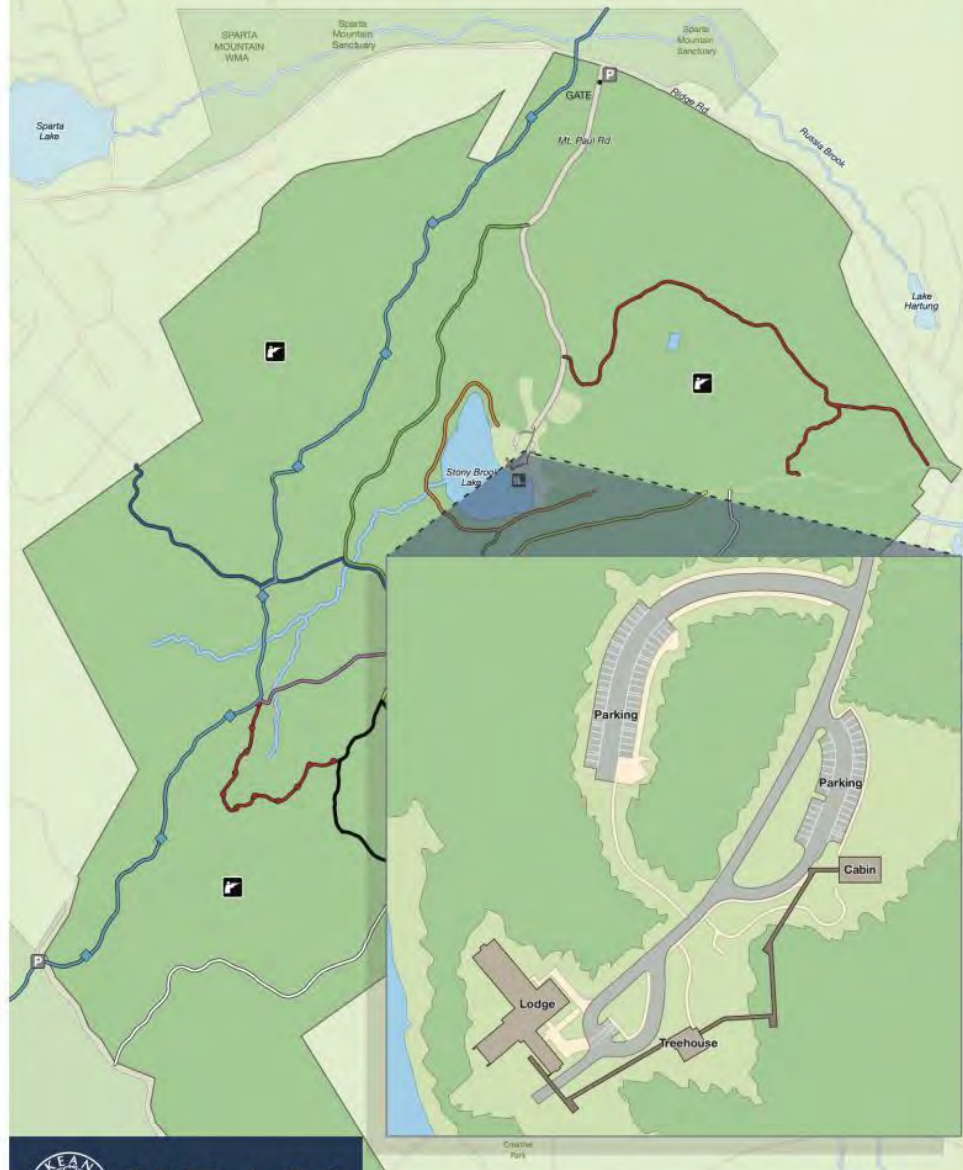


- Key**
- Information
  - Shuttle Bus Stop
  - Emergency Phone





# KEAN SKYLANDS CAMPUS MAP



KEAN

- |                        |                           |
|------------------------|---------------------------|
| Blue Trail (.75 mi)    | Red Trail (.5 mi)         |
| Charcoal Trail (.4 mi) | Split Rock Trail (1.2 mi) |
| Green Trail (1.3 mi)   | Purple Trail (.3 mi)      |
| Highlands Trail (2 mi) | White Trail (1.7 mi)      |
| Lake Trail (.65 mi)    | Yellow Trail (1.1 mi)     |

## IMPORTANT NOTES:

**Hunting** is permitted under state law in some areas of Kittatinny Valley State Park, as noted by the symbol on the map. Although hunting is not permitted on the Kean Skylands campus, visitors are encouraged to exercise caution and follow posted signage in areas surrounding the campus.

**Black bears are found in this region.** Although these bears generally avoid humans, it's important to be aware of your surroundings. Never approach a bear. If you encounter one, remain calm and back away slowly. Do not make eye contact. To scare a bear away, make loud noises. If a bear does not leave, move to a secure location.

## **RESIDENCE HALLS FLOOR PLANS**

**SEE DOCUMENTS LINKED AND ATTACHED BELOW**

- [Bartlett Hall](https://www.kean.edu/media/bartlett-floor-plan): <https://www.kean.edu/media/bartlett-floor-plan>
- [Burch Hall](https://www.kean.edu/media/burch-floor-plan): <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)
- [New Upper Residence Hall](https://www.kean.edu/media/upperclassman-hall-floor-plan): <https://www.kean.edu/media/upperclassman-hall-floor-plan>
- [Rogers Hall](https://www.kean.edu/media/rogers-floor-plan): <https://www.kean.edu/media/rogers-floor-plan>
- [Sozio Hall](https://www.kean.edu/media/sozio-floor-plan): <https://www.kean.edu/media/sozio-floor-plan>

## **BUILDING FLOOR PLANS**

GENERAL ACCOUNTING	HUMAN RESOURCES	PAYROLL	COMMON AREAS	RESTROOMS	STORAGE	UTILITY ROOMS	VACANT	OFFICE SPACE	OTHER
								2,851 SF	
								3,437 SF	
								1,076 SF	
								1,093 SF	
								300 SF	
								48 SF	
								71 SF	
								7,535 SF	1,562 SF
									9,097 NSF TOTAL
									9,014 GSF TOTAL



UPDATED 11-27-2018



OFFICE OF  
CAMPUS PLANNING

SCALE  
N.T.S.

ADMINISTRATION BUILDING

DWG. DATE  
07.08.11

SECOND FLOOR  
USAGE PLAN

DRAWN BY  
TEF

CHECKED BY


SHEET 2 OF 3

OFFICE SPACE	
COMMON AREAS	845 SF
OFFICE OF CHIEF LABOR COUNSEL	494 SF
VACANT	100 SF
RESTROOMS	307 SF
STORAGE	100 SF
STUDENT ACCOUNTING	4,995 SF

OTHER	
STAIR 1	199 SF
STAIR 2	216 SF
LOBBY	316 SF
WAITING AREA	305 SF
MENS BATHROOM	149 SF
WOMENS BATHROOM	156 SF
TELE/DATA ROOM	49 SF
HALLWAY	115 SF
MECHANICAL ROOM	131 SF
STORAGE ROOM	62 SF
STORAGE ROOM	48 SF
STORAGE ROOM	48 SF
MAIN ELECTRIC ROOM	316A
ROOFTOP ACCESS	
HVAC CHILLER (OPEN AIR ACCESS)	



UPDATED 11-27-18


 <b>KEAN UNIVERSITY</b> <small>www.kean.edu</small>	SCALE	ADMINISTRATION BUILDING
	N.T.S.	
	DWG. DATE	THIRD FLOOR
	07.06.11	USAGE PLAN
	DRAWN BY	
	TEF	
OFFICE OF CAMPUS PLANNING	CHECKED BY	SHEET 3 OF 3
	PD	



OFFICE SPACE		OTHER
COMMON AREAS	3,157 SF	1,393 SF
FINANCIAL AID	0 SF	
ONE STOP DESK	3,188 SF	
REGISTRAR	3,100 SF	
RESTROOMS	304 SF	
UTILITY ROOMS	1250 SF	
VACANT	7,585 SF	1,997 SF
		9,582 SF
		TOTAL
		10,974 GSF
		TOTAL

- COMMON AREAS
- FINANCIAL AID
- ONE STOP DESK
- REGISTRAR
- RESTROOMS
- UTILITY ROOMS
- VACANT





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SCALE N.T.S.	ADMINISTRATION BUILDING
DWG. DATE 07.08.11	FIRST FLOOR USAGE PLAN
DRAWN BY TEF	CHECKED BY
	SHEET 1 OF 3

**OFFICE SPACE**    **OTHER**

GENERAL ACCOUNTING 2,881 SF  
 HUMAN RESOURCES 3,437 SF  
 PAYROLL 1,076 SF

COMMON AREAS 1,093 SF  
 RESTROOMS 300 SF  
 STORAGE 48 SF  
 UTILITY ROOMS 112 SF  
 VACANT 171 SF

9,097 NSF  
 TOTAL 10,414 GSF  
 TOTAL 1,562 SF

■ GENERAL ACCOUNTING  
■ HUMAN RESOURCES  
■ PAYROLL  
■ COMMON AREAS  
■ RESTROOMS  
■ STORAGE  
■ UTILITY ROOMS  
■ VACANT



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 DWG. DATE: 07.08.11  
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ADMINISTRATION BUILDING  
 SECOND FLOOR  
 USAGE PLAN  
 SHEET 2 OF 3

- OFFICE SPACE OTHER**
- 447 SF
  - 9,704 SF
  - 1,068 SF
  - 5,462 SF
  - 414 SF
  - 171 SF
  - 937 SF

- BIOLOGICAL SCIENCES
- CLASSROOMS
- THE DOROTHY AND GEORGE HENNING COLLEGE OF SCIENCE MATHEMATIC AND TECHNOLOGY
- COMMON AREAS
- RESTROOMS
- STORAGE
- UTILITY ROOMS



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SCALE	N.T.S.
DWG. DATE	07/08/11
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BRUCE HALL  
FIRST FLOOR  
USAGE PLAN



OFFICE SPACE	OTHER
688 SF	
CLASSROOMS	10,892 SF
COMMON AREAS	4,192 SF
LSAMP OFFICE	508 SF
RESTROOMS	0 SF
STORAGE	513 SF
UTILITY ROOMS	989 SF
	17,094 NSF TOTAL

- CHEMISTRY & PHYSICS
- CLASSROOMS
- COMMON AREAS
- LSAMP OFFICE
- RESTROOMS
- STORAGE
- UTILITY ROOMS



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DWG. DATE	07.08.11
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CHECKED BY	

BRUCE HALL
SECOND FLOOR
USAGE PLAN

SHEET 2 OF 2

OFFICE SPACE OTHER

4,079 SF	
1,706 SF	
1,069 SF	
4,485 SF	
516 SF	
8,485 SF	
2,102 SF	
2,730 SF	
98 SF	
35 SF	
993 SF	
0 SF	

10,092 SF	17,261 SF
27,375 NSF TOTAL	
30,385 CSF TOTAL	

- GENERAL EDUCATION
- ADMISSIONS/ONE STOP
- VETERANS
- CLASSROOMS
- COMMON AREAS
- GALLERY
- STUDENT SUCCESS & RETENTION
- RESTROOMS
- STORAGE
- UTILITY ROOMS
- VACANT



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CENTER FOR  
ACADEMIC SUCCESS

FIRST FLOOR  
USAGE PLAN

SCALE	N.T.S.
DWG. DATE	11.21.11
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OFFICE SPACE OTHER

- VETERANS SUPPORT CENTER
- GENERAL EDUCATION
- INTERNATIONAL STUDENT SERVICES
- KSA
- VICE PRESIDENT OF ED ENTREPREP, OPPOR.
- SOCIAL WORK
- CLASSROOMS
- COMMON AREAS
- CAREER SERVICES
- COLLEGE STEPS
- NJ CLEAN COMMUNITIES
- UNION COUNTY ONE STOP
- RESTROOMS
- UTILITY ROOMS
- VACANT

321 SF	258 SF	311 SF	714 SF	122 SF	595 SF	787 SF	10,493 SF	1,566 SF	119 SF	119 SF	110 SF	1,038 SF	119 SF	5,347 SF	20,449 SF	25,796 NSF	31,275 CSF
							8,997 SF					821 SF			TOTAL	TOTAL	TOTAL



OFFICE OF  
 CAMPUS PLANNING  
 CENTER FOR  
 ACADEMIC SUCCESS  
 SECOND FLOOR  
 USAGE PLAN  
 SHEET 2 OF 4

SCALE	N.T.S.
DWG. DATE	11.22.11
DRAWN BY	TEF
CHECKED BY	



**OFFICE SPACE**

CLASSROOMS	11,907 SF
COMMON AREAS	8,695 SF
STARBUCKS	296 SF
ENGLISH	2,928 SF
ENGLISH AS A SECOND LANGUAGE	810 SF
RESTROOMS	1,093 SF
UTILITY ROOMS	394 SF
VACANT	357 SF

OTHER	11,907 SF
TOTAL	26,480 NSF
TOTAL	31,273 GSF
TOTAL	



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CAMPUS PLANNING

CENTER FOR  
ACADEMIC SUCCESS

THIRD FLOOR  
USAGE PLAN

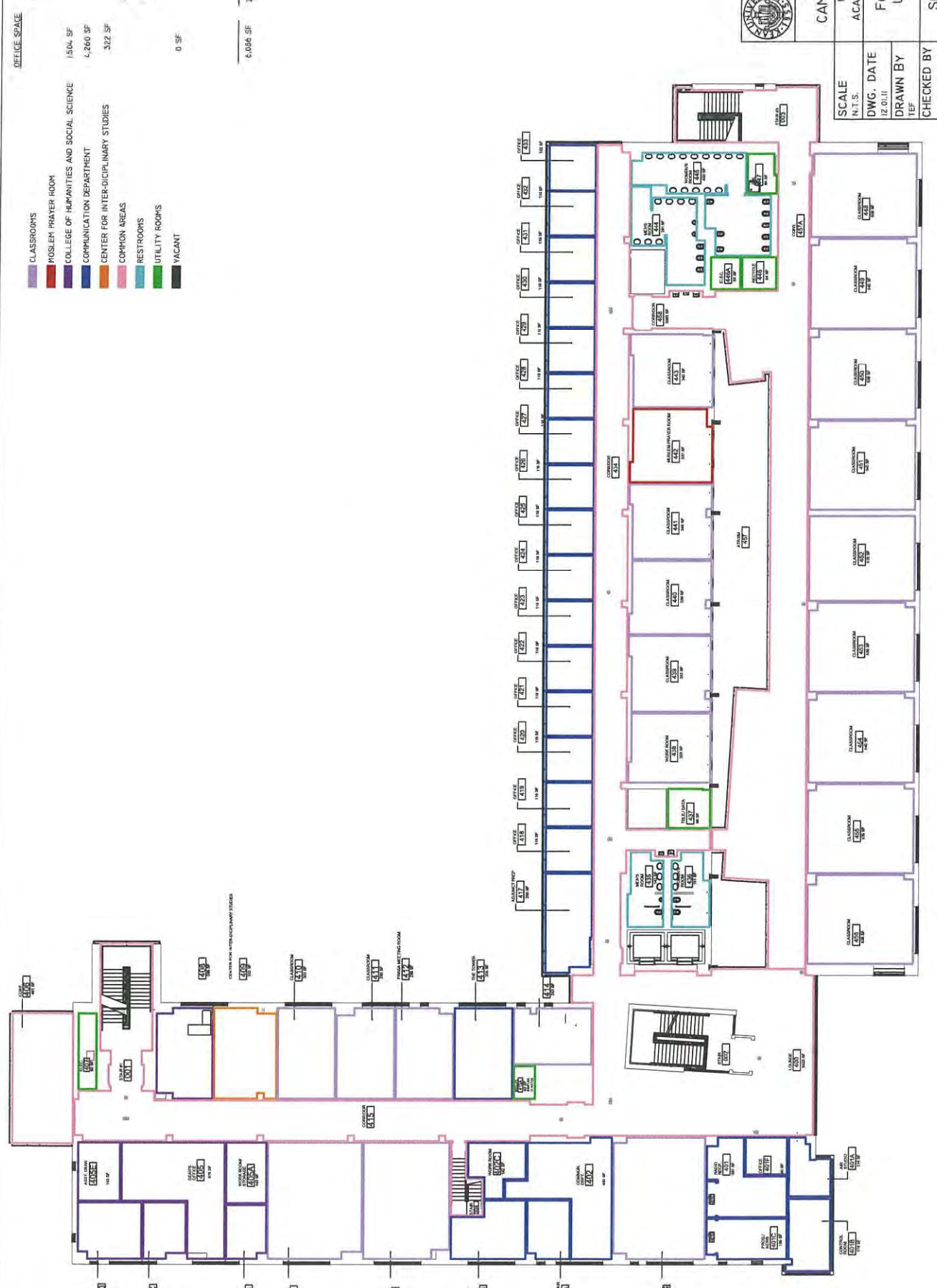
SHEET 3 OF 4

SCALE  
N.T.S.

DWG. DATE  
11.30.11

DRAWN BY  
M. VALDERRA

CHECKED BY



- CLASSROOMS
- MOSQUE PRAYER ROOM
- COLLEGE OF HUMANITIES AND SOCIAL SCIENCE
- COMMUNICATION DEPARTMENT
- CENTER FOR INTER-DISCIPLINARY STUDIES
- COMMON AREAS
- REST ROOMS
- UTILITY ROOMS
- VACANT


OFFICE SPACE  
 9,502 SF  
 337 SF

1,504 SF  
 4,260 SF  
 322 SF

9,047 SF  
 1,038 SF  
 440 SF

0 SF

26,410 NSF  
 TOTAL  
 31,438 GSF  
 TOTAL


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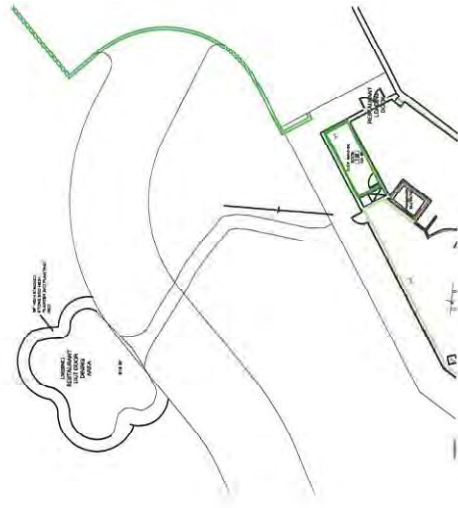
**OFFICE OF CAMPUS PLANNING**  
 CENTER FOR ACADEMIC SUCCESS  
 FOURTH FLOOR  
 USAGE PLAN

SCALE: N.T.S.  
 DWG. DATE: 12.01.11  
 DRAWN BY: TEF  
 CHECKED BY:

SHEET 4 OF 4



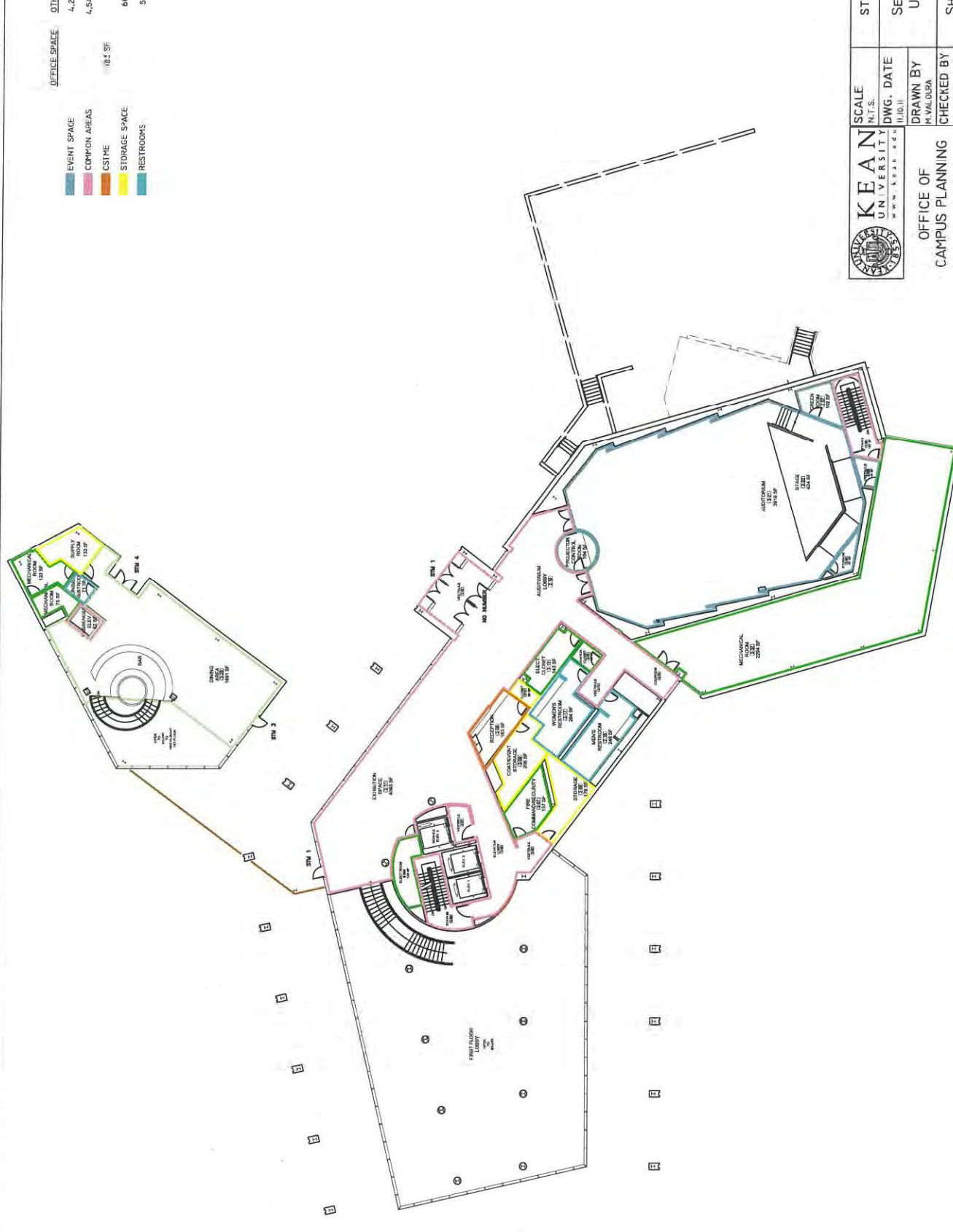
OFFICE SPACE		OTHER
CLASSROOMS	1,689 SF	
LAB AND FACILITIES	252 SF	
COMMON AREAS	7,933 SF	
CSTME	198 SF	
GOURMET DINING	246 SF	
LOADING DOCK	1,467 SF	
STORAGE	711 SF	
RESTROOMS	1,024 SF	
UTILITY ROOMS	5,781 SF	



SCALE  
N.T.S.  
DWG. DATE  
11.16.11  
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M. VALDERRA  
CHECKED BY  
M. VALDERRA

STEM BUILDING  
FIRST FLOOR  
USAGE PLAN  
SHEET | OF 6

OFFICE OF  
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OFFICE SPACE	
OTHER	4,217 SF
COMMON AREAS	4,542 SF
CS/IME	102 SF
STORAGE SPACE	604 SF
RESTROOMS	581 SF



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N.T.S.

DWG. DATE  
11.10.11

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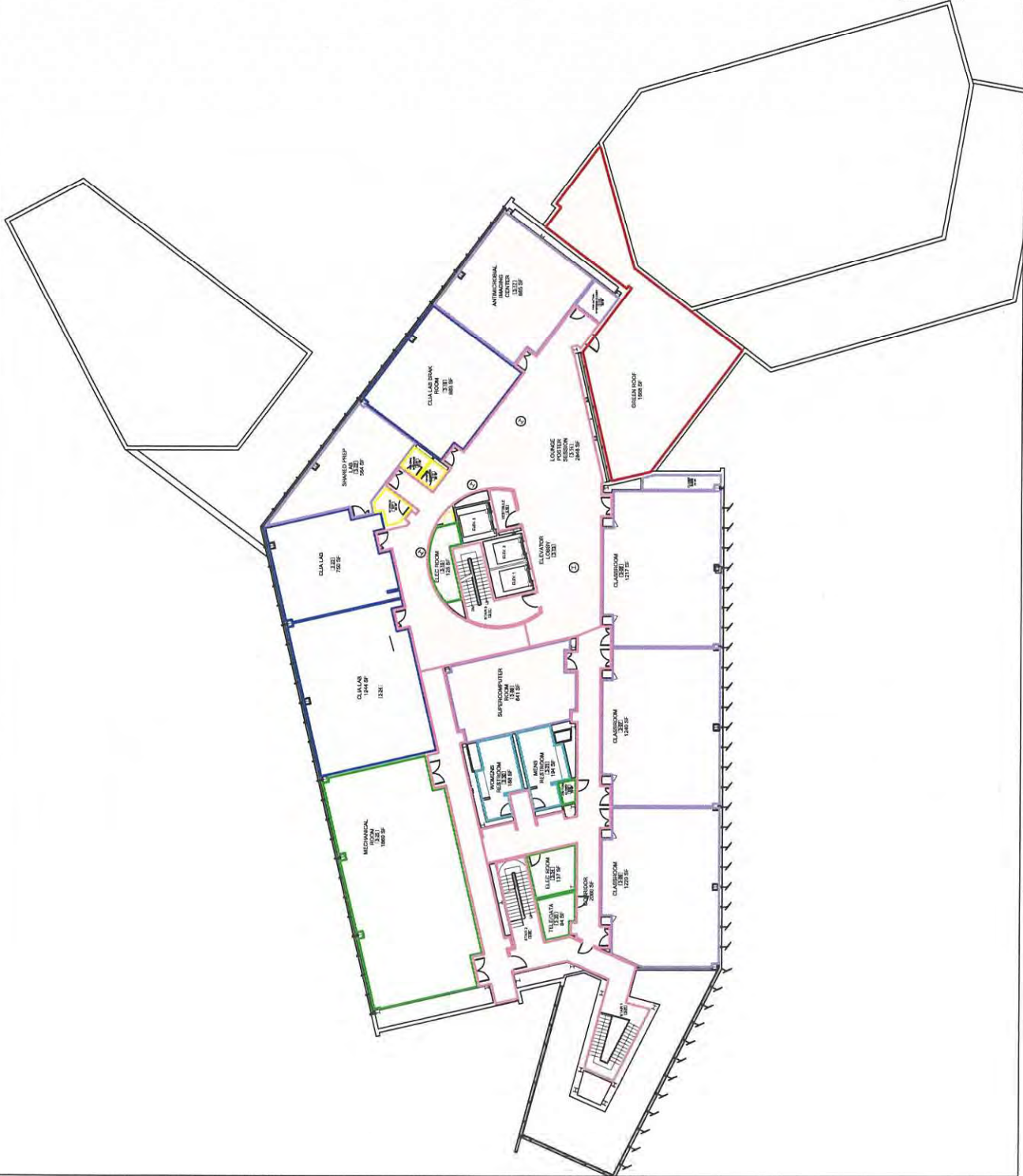
STEM BUILDING

SECOND FLOOR  
USAGE PLAN

SHEET 2 OF 6

OFFICE SPACE		OTHER	
CLASSROOMS	5,812 SF	CLUBS	5,812 SF
CLIA LAB	2,877 SF	STORAGE	2,877 SF
COMMON AREAS	4,908 SF	RESTROOMS	112 SF
STORAGE SPACE	112 SF	UTILITY ROOMS	383 SF
RESTROOMS	383 SF	INTERIOR SPACE TOTAL	16,330 SF
UTILITY ROOMS	2,239 SF		
INTERIOR SPACE TOTAL	16,330 SF		

CLASSROOMS	5,812 SF
CLIA LAB	2,877 SF
COMMON AREAS	4,908 SF
STORAGE SPACE	112 SF
RESTROOMS	383 SF
UTILITY ROOMS	2,239 SF
INTERIOR SPACE TOTAL	16,330 SF



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SCALE: N.T.S.  
DWG. DATE: 11/01/11

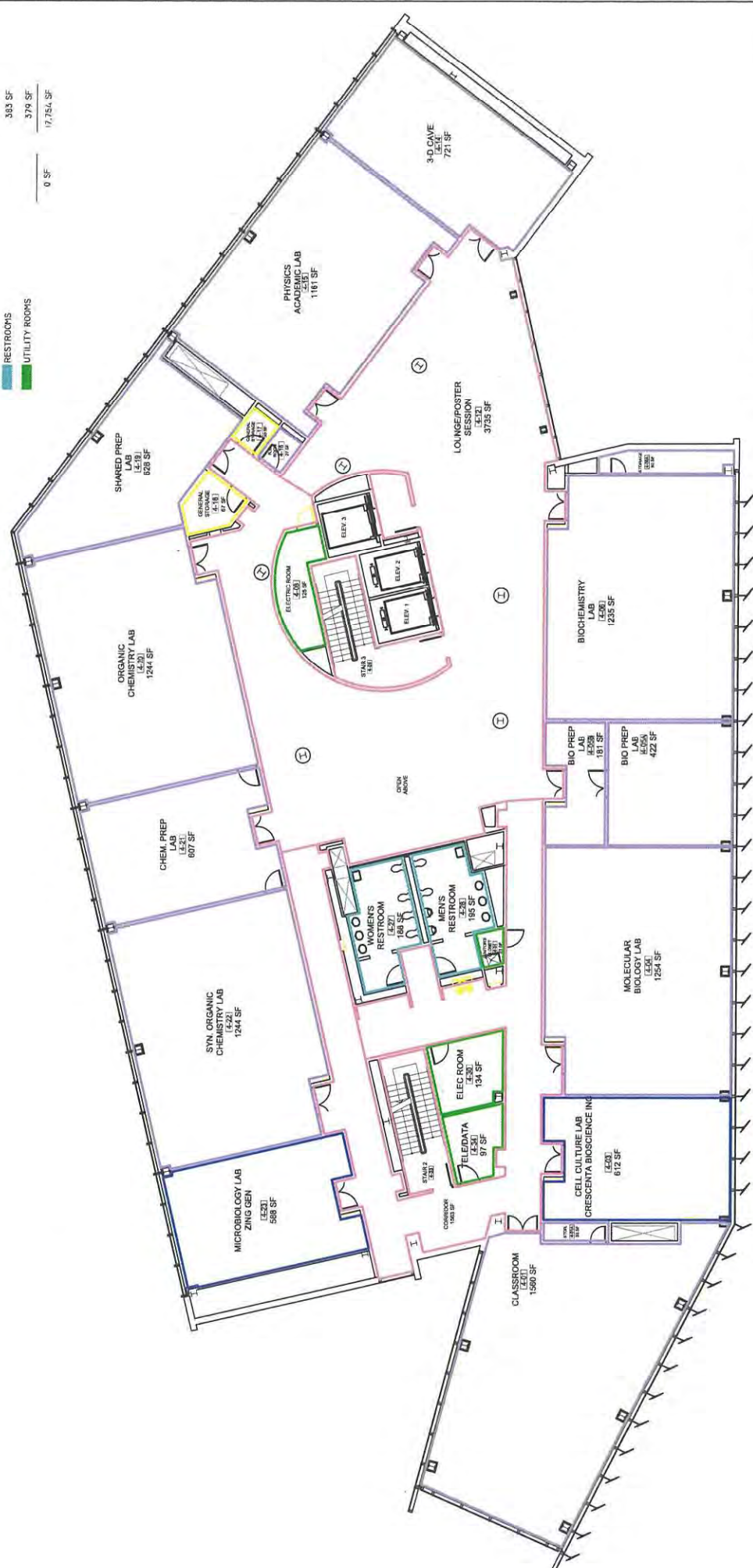
DRAWN BY: M. VALOURA  
CHECKED BY: M. VALOURA

STEM BUILDING  
THIRD FLOOR  
USAGE PLAN  
SHEET 3 OF 6

OFFICE OF  
CAMPUS PLANNING



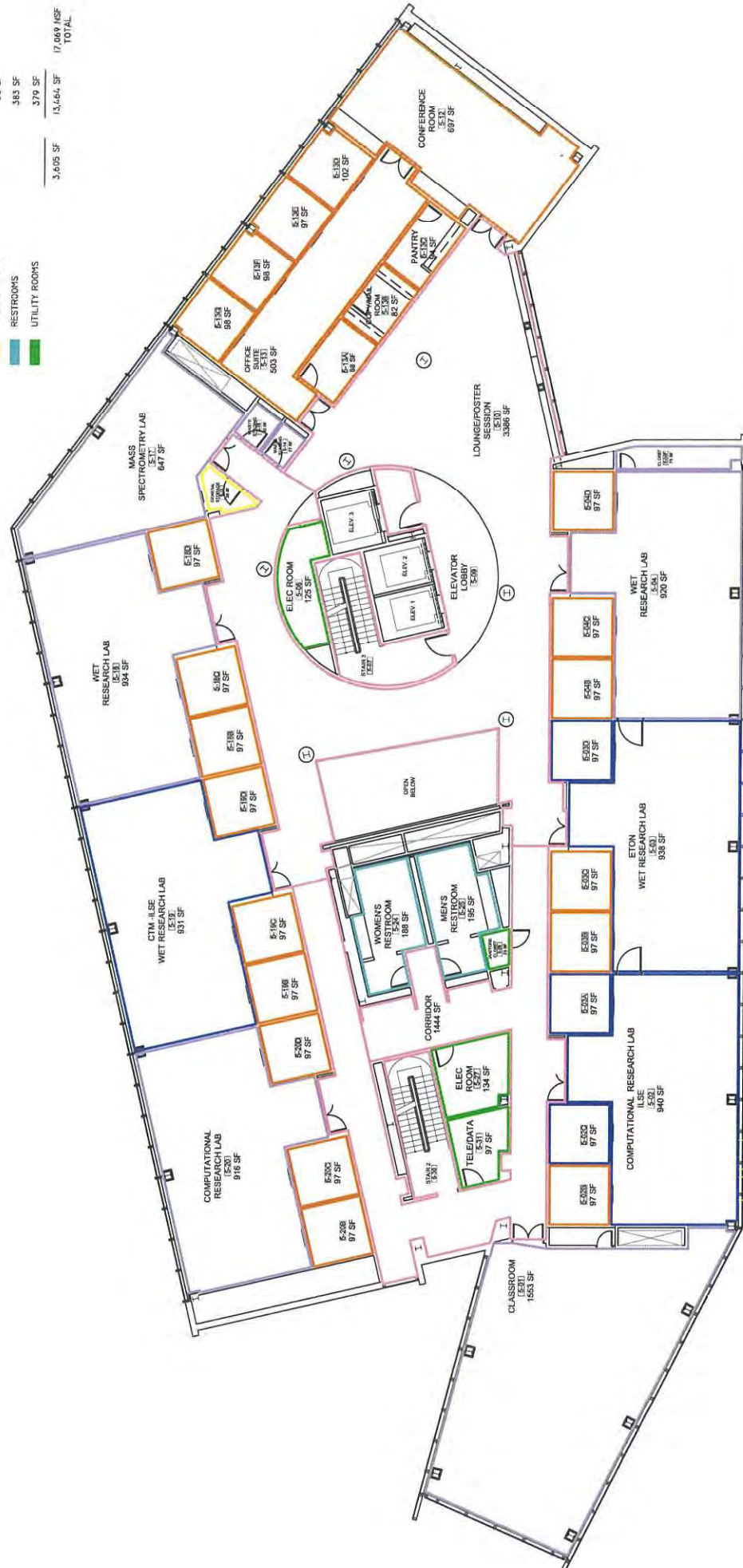
CLASSROOMS	OFFICE SPACE	OTHER
CLASSROOMS	10,397 SF	
START UP COMPANY - CRESCENTA	612 SF	
START UP COMPANY-ZING GEN	588 SF	
COMMON AREAS	5,298 SF	
STORAGE SPACE	97 SF	
RESTROOMS	383 SF	
UTILITY ROOMS	379 SF	
	0 SF	17,754 SF




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 STEM BUILDING  
 FOURTH FLOOR  
 USAGE PLAN  
 SHEET 4 OF 6

OFFICE SPACE		OTHER
CLASSROOMS	3,314 SF	5,027 SF
COMMON AREAS	291 SF	4,830 SF
CSTMH	1,871 SF	
START UP - INSTITUTE OF LIFE SCIENCE - ILSE	938 SF	
START UP - ETON	36 SF	
STORAGE SPACE	383 SF	
RESTROOMS	379 SF	
UTILITY ROOMS	3,608 SF	17,069 NSF
		TOTAL



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	DWG. DATE	11.01.11	FIFTH FLOOR USAGE PLAN
OFFICE OF CAMPUS PLANNING		DRAWN BY	M. VALOURA
		CHECKED BY	
			SHEET 5 OF 6



OFFICE SPACE		OTHER
COMMON AREAS	0 SF	
EXECUTIVE CENTER	7,119 SF	
STORAGE SPACE	174 SF	
RESTROOMS	386 SF	
UTILITY ROOMS	643 SF	
INTERIOR SPACE TOTAL	8,324 SF	
	0 SF	



SCALE	N.T.S.
DWG. DATE	11.10.11
DRAWN BY	M. VALDERRA
CHECKED BY	M. VALDERRA

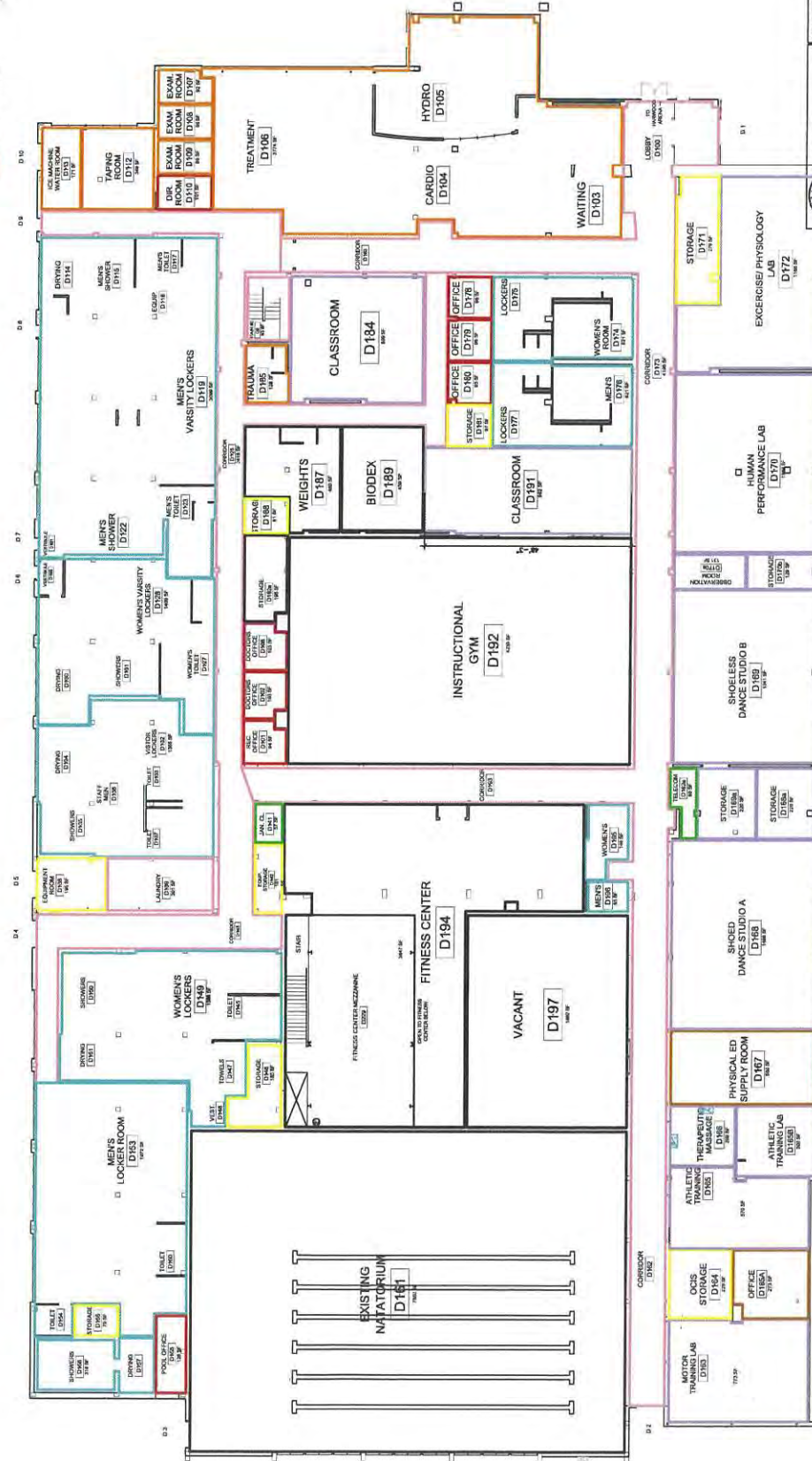
STEM BUILDING	SIXTH FLOOR
USAGE PLAN	
SHEET 6 OF 6	

OFFICE OF  
CAMPUS PLANNING

OFFICE SPACE OTHER

- ATHLETICS 814 SF
- PHYSICAL EDUCATION 999 SF
- CLASSROOMS 853 SF
- CLINIC SPACE 4,712 SF
- COMMON AREAS 7,058 SF
- FITNESS AREAS 18,708 SF
- RESTROOMS 11,194 SF
- STORAGE 1,232 SF
- UTILITY ROOMS 137 SF

1,667 SF 54,627 NSF  
 TOTAL 58,275 NSF  
 TOTAL



SCALE N.T.S.

DWG. DATE 11.2.11

DRAWN BY R. VALOURA

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OFFICE OF CAMPUS PLANNING

D'ANGOLA GYMNASIUM

FIRST FLOOR USAGE PLAN

SHEET 1 OF 2

**OFFICE SPACE** 2,661 SF

**OTHER**

2,066 SF

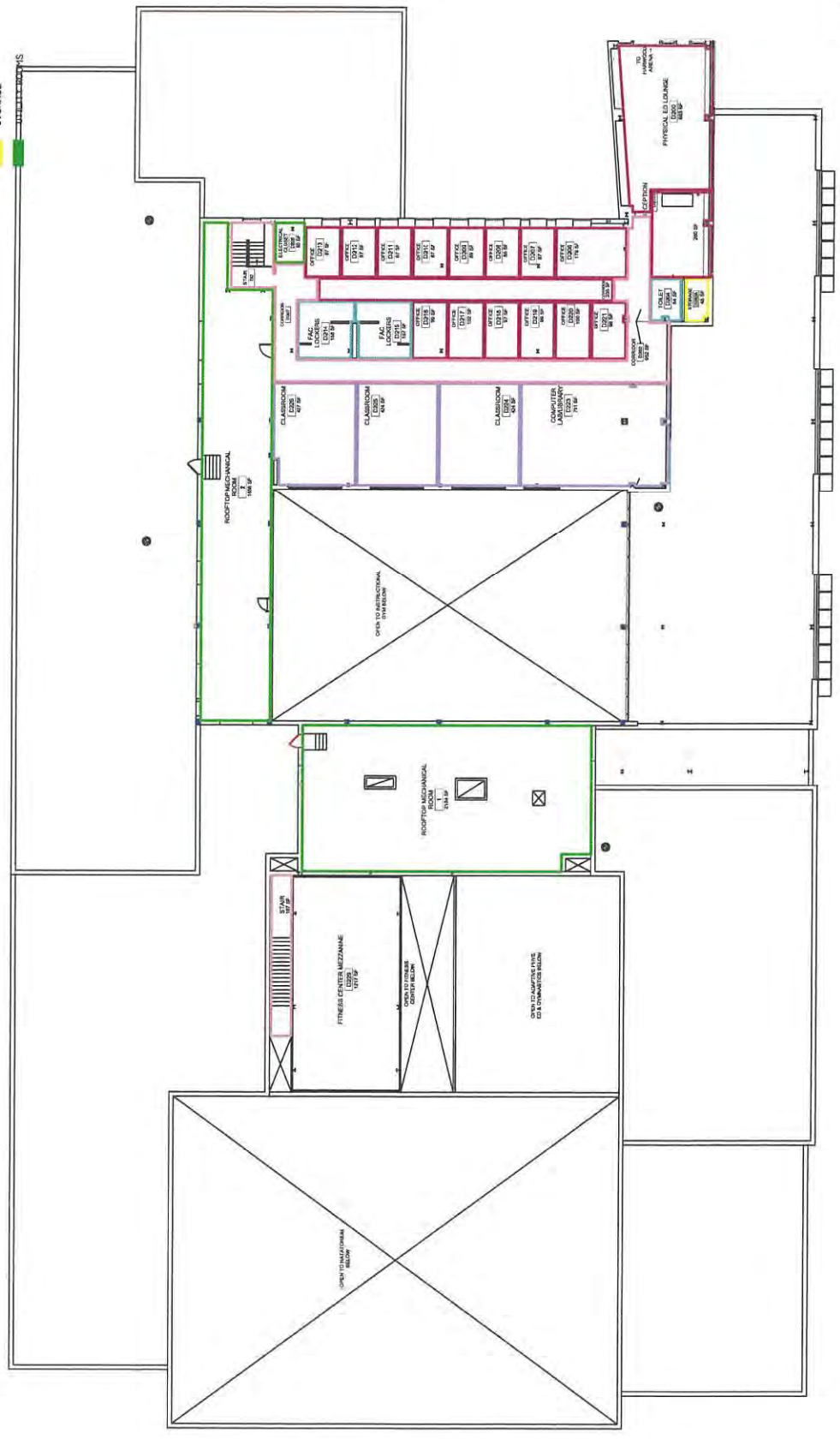
982 SF

1,217 SF

379 SF

45 SF

- PHYSICAL EDUCATION
- CLASSROOMS
- COMMON AREAS
- FITNESS AREA
- RESTROOMS
- STORAGE



SCALE	D'ANGOLA GYMNASIUM
N.T.S.	
DWG. DATE	SECOND FLOOR
11.2.11	USAGE PLAN
DRAWN BY	
M. VALOUSA	
CHECKED BY	SHEET 2 OF 2

OFFICE OF  
CAMPUS PLANNING



- CLASSROOM
- COMMON AREAS
- RESTROOMS
- STORAGE
- UTILITY ROOMS

OFFICE SPACE	OTHER
6,300 SF	
4,262 SF	
475 SF	
18 SF	
645 SF	
0 SF	
	11,800 NSF TOTAL



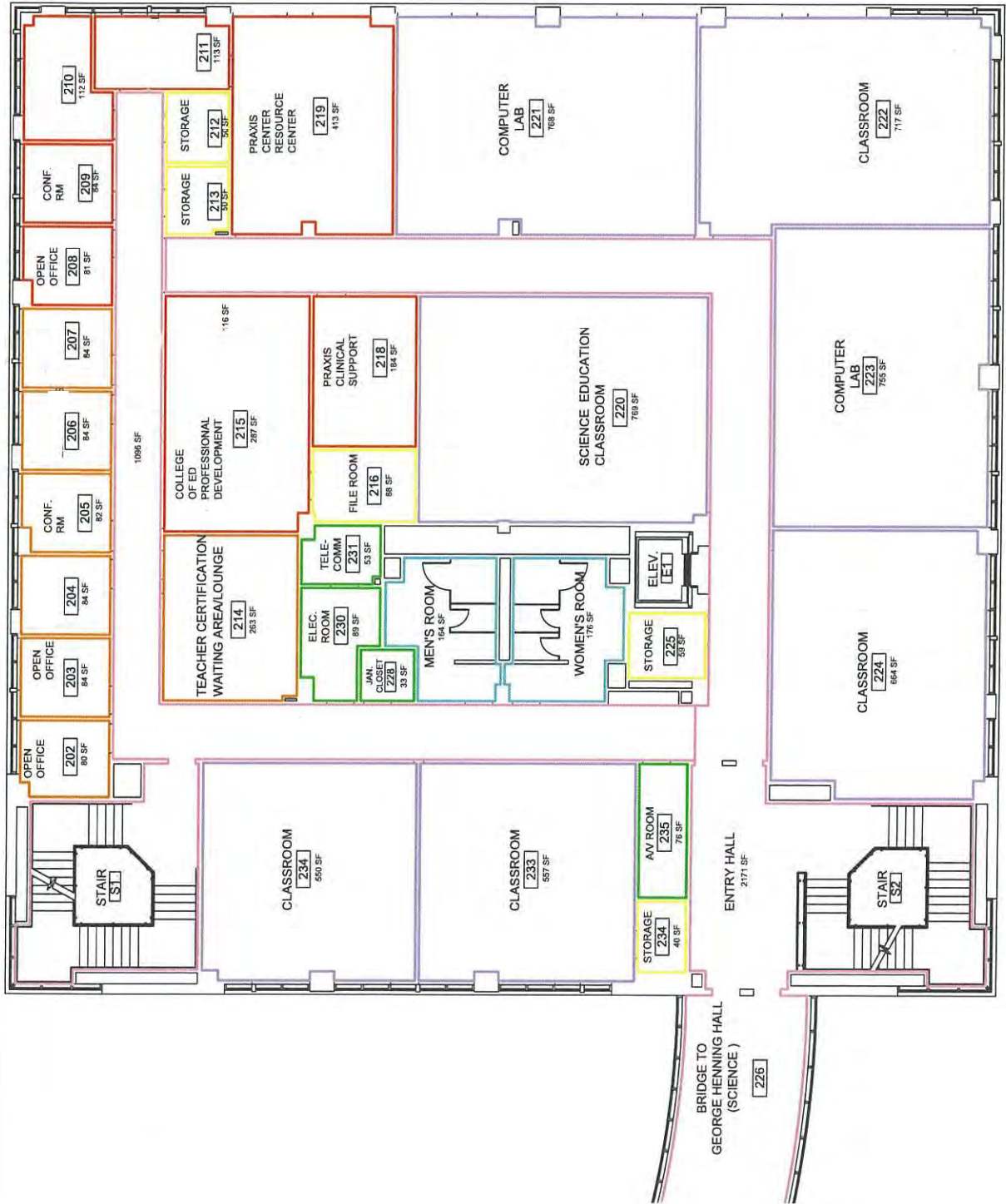

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SCALE	HENNING'S HALL
N.T.S.	FIRST FLOOR
DWG. DATE	USAGE PLAN
07.08.11	
DRAWN BY	CHECKED BY
H. VALOURA	H. VALOURA
	SHEET 1 OF 4

OFFICE SPACE		OUTLET
CLASSROOM	4,760 SF	
COMMON AREAS	3,267 SF	
COLLEGE OF ED	413 SF	
TEACHER CERTIFICATION	861 SF	
UTILITY ROOMS	761 SF	
RESTROOMS	251 SF	
STORAGE	340 SF	
VACANT	287 SF	
	0 SF	
	1,622 SF	
	9,438 SF	00,960 NSF TOTAL

- CLASSROOM
- COMMON AREAS
- COLLEGE OF ED
- TEACHER CERTIFICATION
- UTILITY ROOMS
- RESTROOMS
- STORAGE
- VACANT




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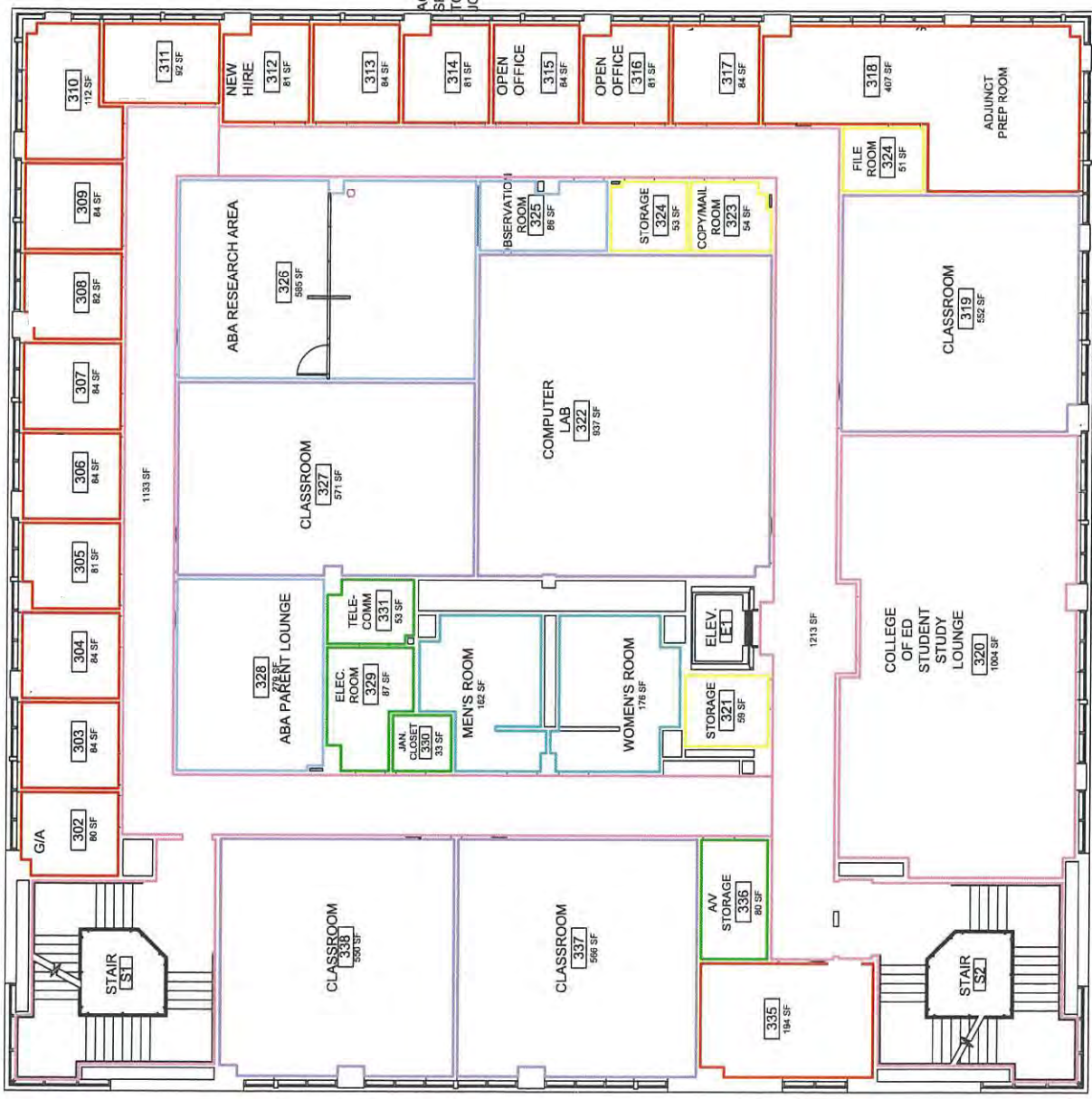
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 DWG. DATE: 07/08/11  
 DRAWN BY: TEF  
 CHECKED BY:

HENNING HALL  
 SECOND FLOOR  
 USAGE PLAN  
 SHEET 2 OF 4

OFFICE SPACE	OTHER
1,903 SF	3,176 SF
0 SF	3,350 SF
1,903 SF	339 SF
	950 SF
	217 SF
	265 SF
	0 SF
1,903 SF	9,284 SF
	10,267 NSF
	TOTAL

- CLASSROOMS
- COLLEGE OF EDUCATION
- COMMON AREAS
- RESTROOMS
- ABA RESEARCH
- STORAGE
- UTILITY ROOMS
- VACANT



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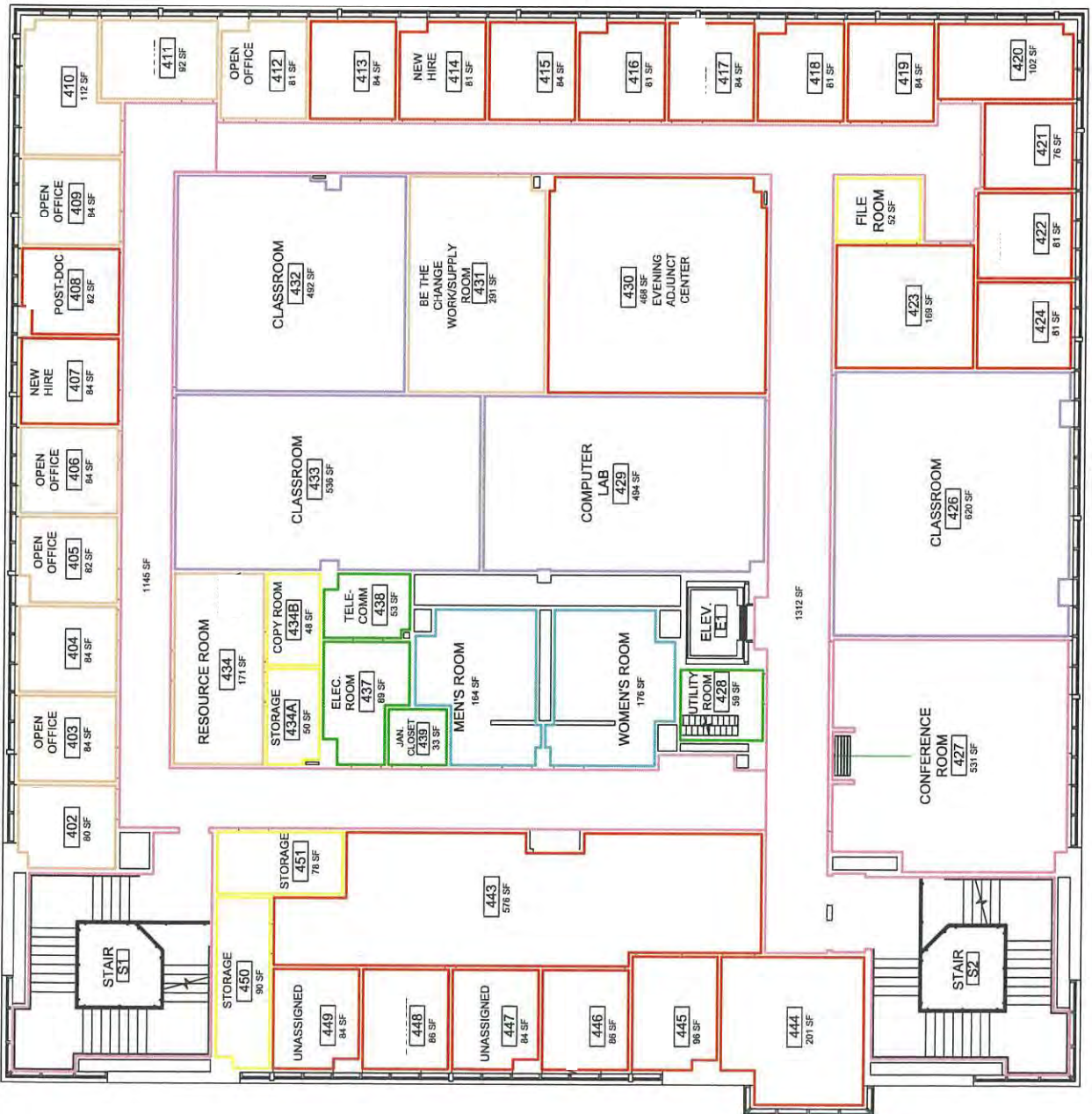
SCALE N.T.S.  
DWG. DATE 07.08.11  
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OFFICE OF CAMPUS PLANNING

HENNING'S HALL  
THIRD FLOOR  
USAGE PLAN  
SHEET 3 OF 4



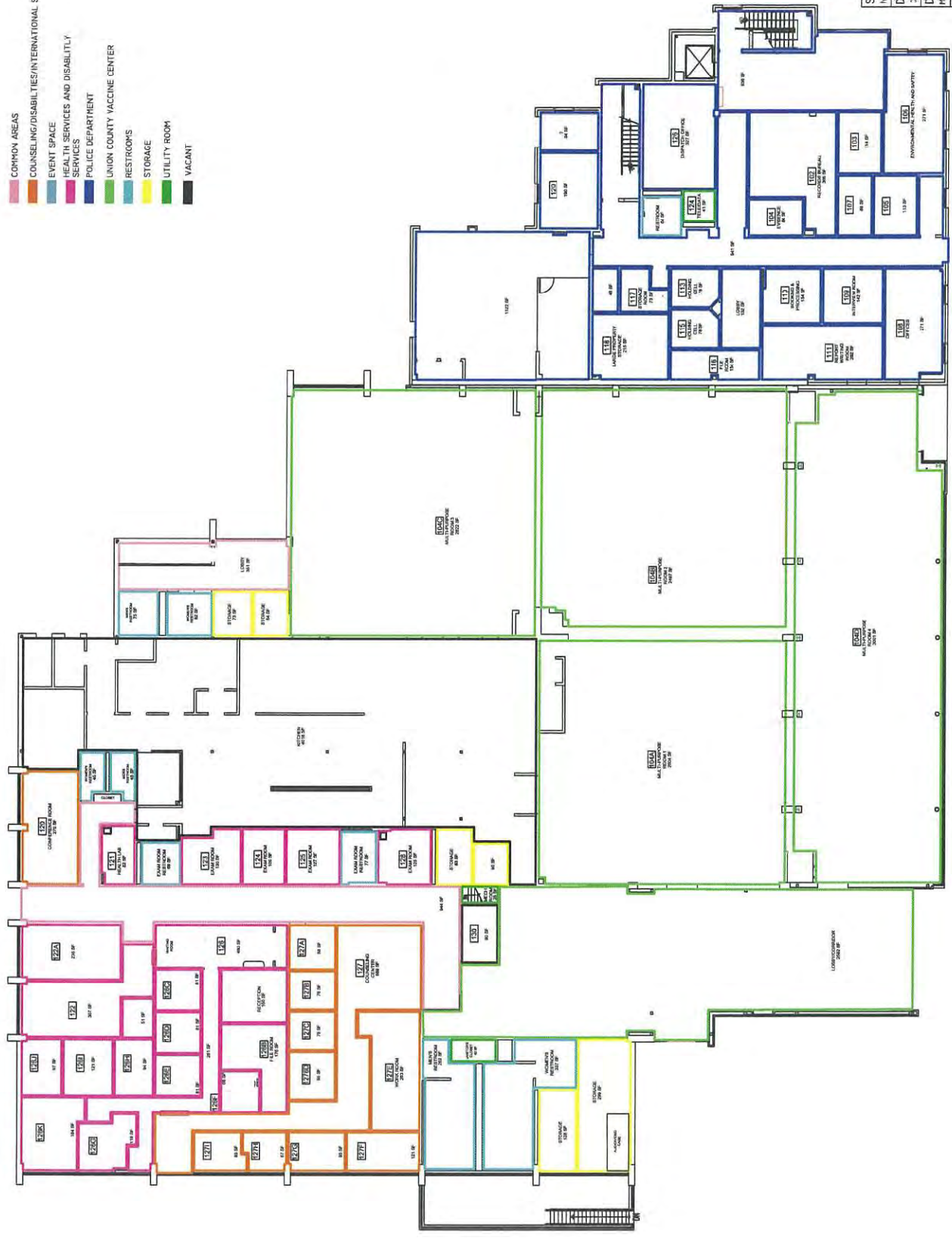
CLASSROOMS	OFFICE SPACE	OTHER
CLASSED BY EDUCATION	2,935 SF	2,142 SF
COMMON AREAS	53 SF	2,457 SF
PHYSICAL EDUCATION	245 SF	340 SF
RESTROOMS	0 SF	318 SF
STORAGE	471 SF	236 SF
UTILITY ROOMS		
VACANT		
		10,202 NSF TOTAL



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 DWG. DATE: 07.06.11  
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 HENNING'S HALL  
 FOURTH FLOOR  
 USAGE PLAN  
 SHEET 4 OF 4

- COMMON AREAS
- COUNSELING/DISABILITIES/INTERNATIONAL SERVICES
- EVENT SPACE
- LEGAL SERVICES AND DISABILITY SERVICES
- POLICE DEPARTMENT
- UNION COUNTY VACCINE CENTER
- RESTROOMS
- STORAGE
- UTILITY ROOM
- VACANT

OFFICE SPACE	OTHER
1,921 SF	1,429 SF
2,886 SF	0 SF
5,953 SF	13,306 SF
	1,056 SF
	707 SF
	106 SF
	4,018 SF
10,630 SF	20,500 SF
	31,330 NSF
	36,068 GSF
	TOTAL



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DOWNES HALL

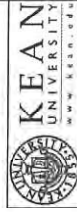
FIRST FLOOR  
USAGE PLAN

CHECKED BY

SCALE	N.T.S.
DWG. DATE	27.08.11
DRAWN BY	M. VALOURA
CHECKED BY	

■ POLICE DEPARTMENT  
■ RESTROOMS  
■ UTILITY ROOM

OFFICE SPACE	OTHER
3,714 SF	964 SF
	308 SF
3,714 SF	1,269 SF
	4,983 SF
	5,816 GSF
	TOTAL



OFFICE OF  
 CAMPUS PLANNING

SCALE	N.T.S.	DOWN'S HALL
DWG. DATE	07.08.11	SECOND FLOOR
DRAWN BY	M.VALOURA	USAGE PLAN
CHECKED BY		SHEET 2 OF 2



CLASSROOMS	OFFICE SPACE	OTHER
0 SF	4,775 SF	0 SF
2,640 SF		2,640 SF
295 SF		295 SF
9,332 SF		9,332 SF
2,609 SF		2,609 SF
3,377 SF		3,377 SF
3,484 SF		3,484 SF
2,815 SF		2,815 SF

- CLASSROOMS
- COMMON AREAS
- COMMUNICATION DISORDERS & DEAFNESS CLINIC
- FACILITIES
- FITNESS AREA
- RESTROOMS
- STORAGE SPACE
- UTILITY ROOMS
- VACANT



**KEY PLAN**

**SCALE**  
1/4" = 1'-0"

**DWG. DATE**  
05.12.11

**DRAWN BY**  
M. HIGGINS

**CHECKED BY**  
P. VALDERRA

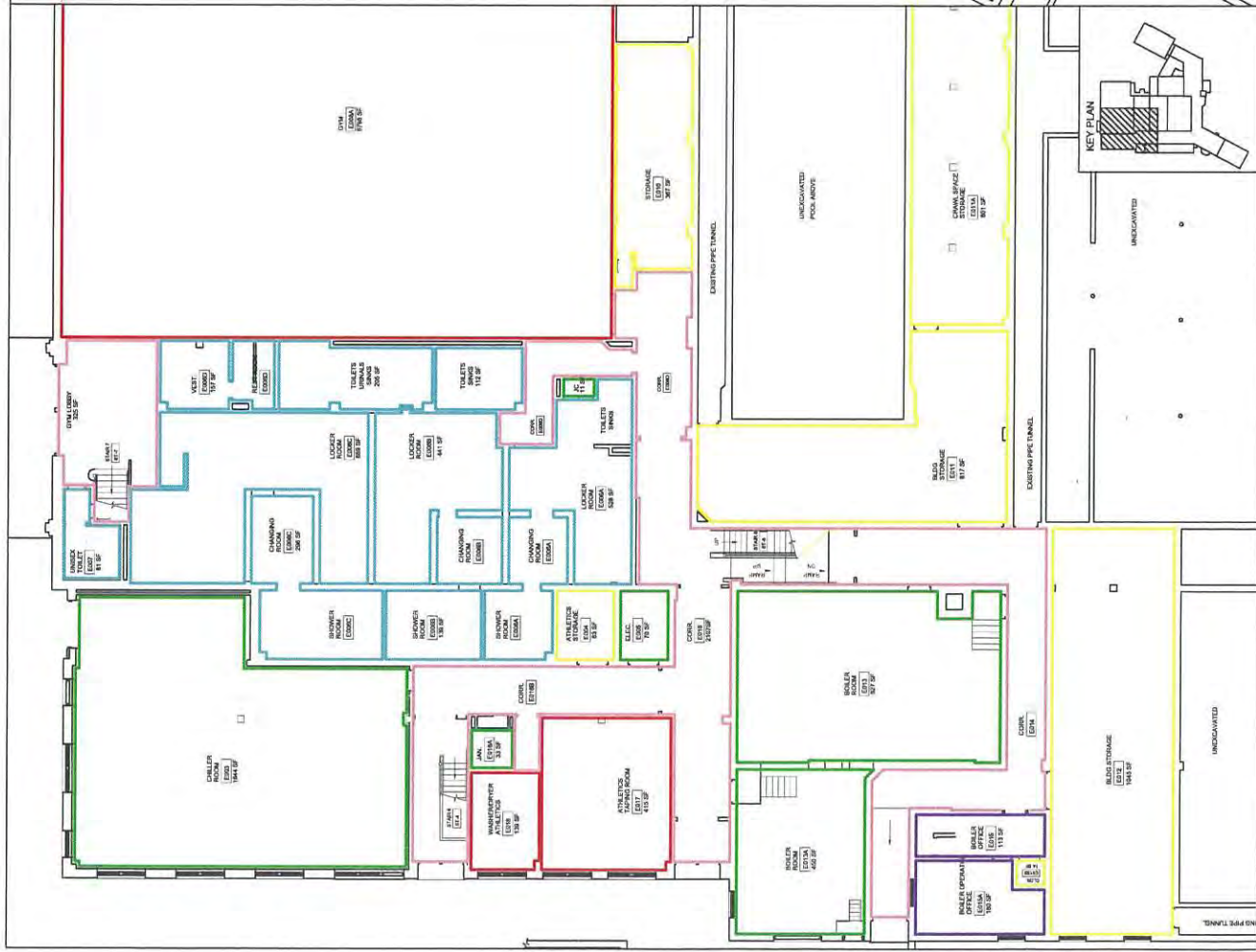
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**EAST CAMPUS**

**LOWER FLOOR USAGE PLAN**

**SHEET 1 OF 6**



OFFICE SPACE

CLASSROOMS	11,527 SF
COMMON AREA SF ALL CAPTURED ON LP 2	
COMMUNICATION DISORDERS & DEAFNESS	2,919 SF
EXTERIOR EVENT SPACE	2,114 SF
INTERIOR EVENT SPACE	10,415 SF
FACILITIES	153 SF
FITNESS AREA	2,428 SF
EAST CAMPUS ENTERTAINING	2,832 SF
PSYCHOLOGY	
OCCUPATIONAL THERAPY CLINIC	3,627 SF
RESTROOMS	2,006 SF
STORAGE SPACE	
THEATRE MANAGEMENT PROGRAM	
UTILITY ROOMS	
VACANT	0 SF
SUBTOTAL USAGE PLAN 1	
	38,512 SF
SUBTOTAL USAGE PLAN 2	
	35,440 SF
TOTAL	
	64,379 NSF

OTHER

CLASSROOMS	11,527 SF
COMMON AREA SF ALL CAPTURED ON LP 2	
COMMUNICATION DISORDERS & DEAFNESS	2,919 SF
EXTERIOR EVENT SPACE	2,114 SF
INTERIOR EVENT SPACE	10,415 SF
FACILITIES	153 SF
FITNESS AREA	2,428 SF
EAST CAMPUS ENTERTAINING	2,832 SF
PSYCHOLOGY	
OCCUPATIONAL THERAPY CLINIC	3,627 SF
RESTROOMS	2,006 SF
STORAGE SPACE	
THEATRE MANAGEMENT PROGRAM	
UTILITY ROOMS	
VACANT	0 SF
SUBTOTAL USAGE PLAN 1	
	38,512 SF
SUBTOTAL USAGE PLAN 2	
	35,440 SF
TOTAL	
	64,379 NSF

OFFICE SPACE

CLASSROOMS	11,527 SF
COMMON AREA SF ALL CAPTURED ON LP 2	
COMMUNICATION DISORDERS & DEAFNESS	2,919 SF
EXTERIOR EVENT SPACE	2,114 SF
INTERIOR EVENT SPACE	10,415 SF
FACILITIES	153 SF
FITNESS AREA	2,428 SF
EAST CAMPUS ENTERTAINING	2,832 SF
PSYCHOLOGY	
OCCUPATIONAL THERAPY CLINIC	3,627 SF
RESTROOMS	2,006 SF
STORAGE SPACE	
THEATRE MANAGEMENT PROGRAM	
UTILITY ROOMS	
VACANT	0 SF
SUBTOTAL USAGE PLAN 1	
	38,512 SF
SUBTOTAL USAGE PLAN 2	
	35,440 SF
TOTAL	
	64,379 NSF

OTHER

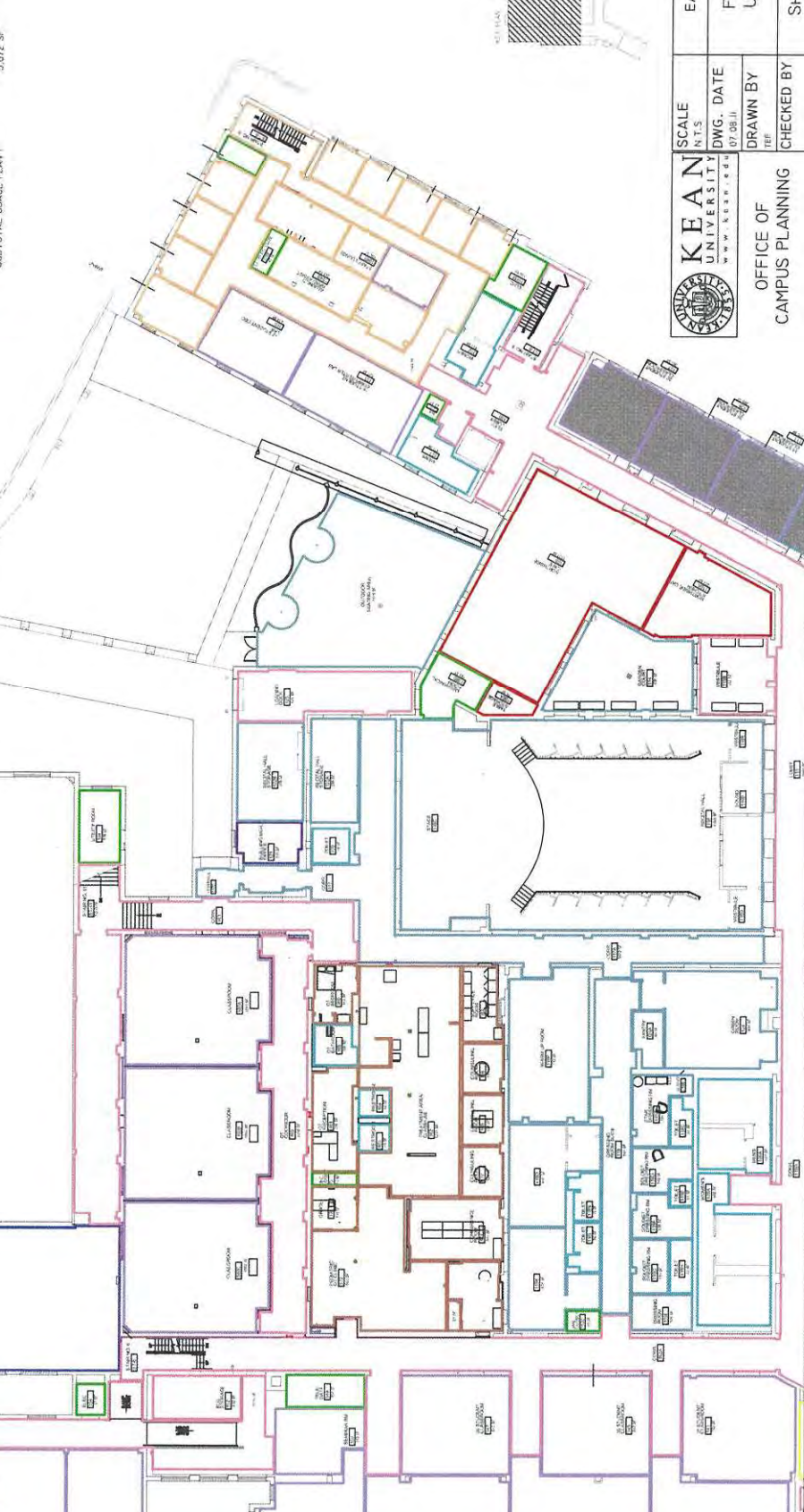
CLASSROOMS	11,527 SF
COMMON AREA SF ALL CAPTURED ON LP 2	
COMMUNICATION DISORDERS & DEAFNESS	2,919 SF
EXTERIOR EVENT SPACE	2,114 SF
INTERIOR EVENT SPACE	10,415 SF
FACILITIES	153 SF
FITNESS AREA	2,428 SF
EAST CAMPUS ENTERTAINING	2,832 SF
PSYCHOLOGY	
OCCUPATIONAL THERAPY CLINIC	3,627 SF
RESTROOMS	2,006 SF
STORAGE SPACE	
THEATRE MANAGEMENT PROGRAM	
UTILITY ROOMS	
VACANT	0 SF
SUBTOTAL USAGE PLAN 1	
	38,512 SF
SUBTOTAL USAGE PLAN 2	
	35,440 SF
TOTAL	
	64,379 NSF

OFFICE SPACE

CLASSROOMS	11,527 SF
COMMON AREA SF ALL CAPTURED ON LP 2	
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PSYCHOLOGY	
OCCUPATIONAL THERAPY CLINIC	3,627 SF
RESTROOMS	2,006 SF
STORAGE SPACE	
THEATRE MANAGEMENT PROGRAM	
UTILITY ROOMS	
VACANT	0 SF
SUBTOTAL USAGE PLAN 1	
	38,512 SF
SUBTOTAL USAGE PLAN 2	
	35,440 SF
TOTAL	
	64,379 NSF

OTHER

CLASSROOMS	11,527 SF
COMMON AREA SF ALL CAPTURED ON LP 2	
COMMUNICATION DISORDERS & DEAFNESS	2,919 SF
EXTERIOR EVENT SPACE	2,114 SF
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FACILITIES	153 SF
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PSYCHOLOGY	
OCCUPATIONAL THERAPY CLINIC	3,627 SF
RESTROOMS	2,006 SF
STORAGE SPACE	
THEATRE MANAGEMENT PROGRAM	
UTILITY ROOMS	
VACANT	0 SF
SUBTOTAL USAGE PLAN 1	
	38,512 SF
SUBTOTAL USAGE PLAN 2	
	35,440 SF
TOTAL	
	64,379 NSF



BRICK WALL

LAWN

WEST PLAN

SCALE NTS

DWG. DATE 07.08.11

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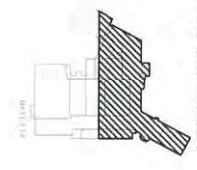
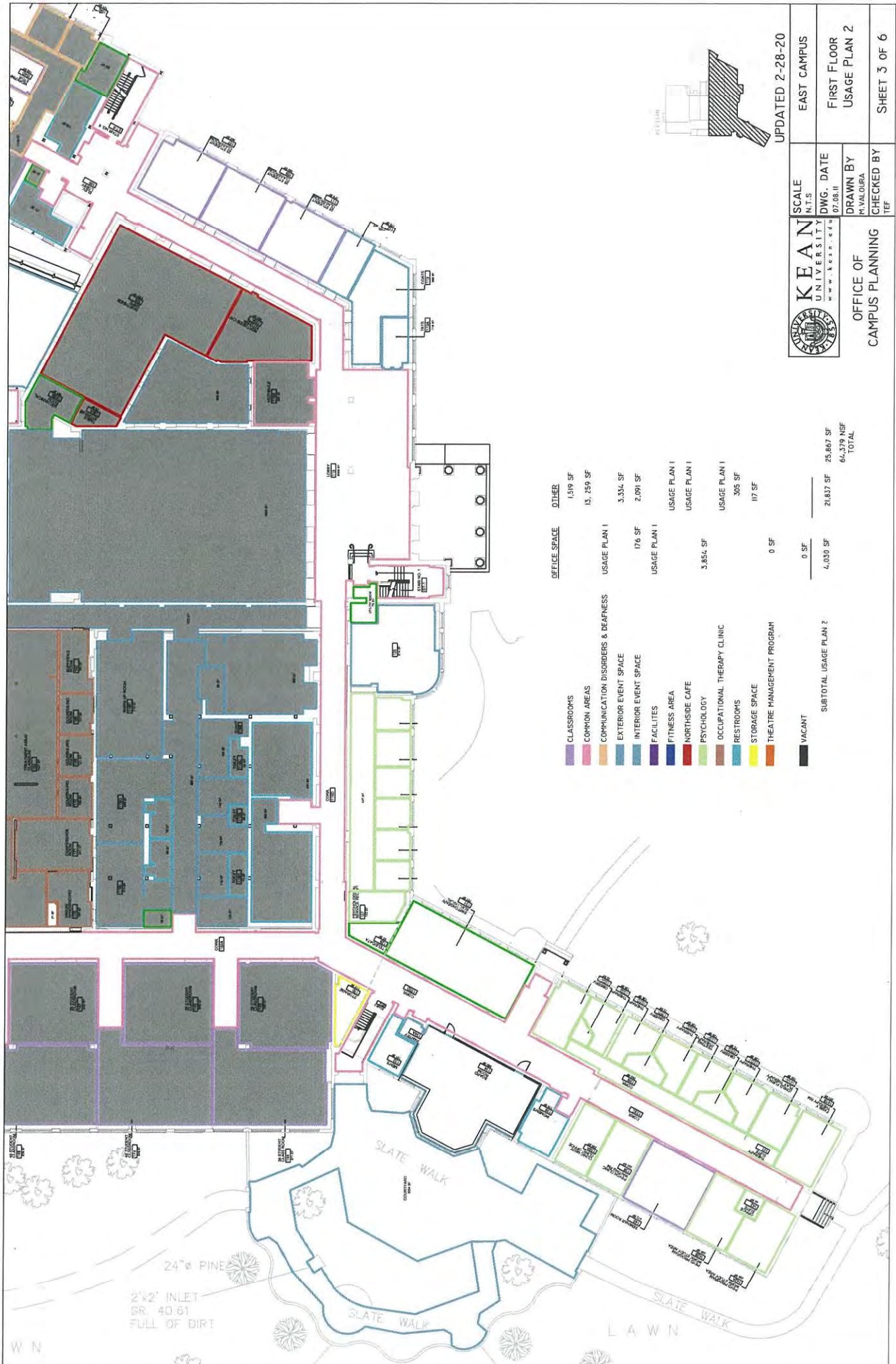
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EAST CAMPUS  
FIRST FLOOR  
USAGE PLAN I

SHEET 2 OF 6





UPDATED 2-28-20

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	N.T.S.	
<b>OFFICE OF CAMPUS PLANNING</b>	DWG. DATE	FIRST FLOOR USAGE PLAN 2
	07.08.11	
	DRAWN BY	M. VALDEIRA
	CHECKED BY	TEF

CLASSROOMS	COMMON AREAS	COMMUNICATION DISORDERS & DEAFNESS	EXTERIOR EVENT SPACE	INTERIOR EVENT SPACE	FACILITIES	FITNESS AREA	NORTHSIDE CAFE	PSYCHOLOGY	OCCUPATIONAL THERAPY CLINIC	RESTROOMS	STORAGE SPACE	THEATRE MANAGEMENT PROGRAM	VACANT	OTHER
0 SF	13,759 SF	0 SF	176 SF	2,091 SF	0 SF	0 SF	0 SF	3,854 SF	305 SF	117 SF	0 SF	0 SF	0 SF	1,519 SF
														13,759 SF
														3,334 SF
														2,091 SF
														176 SF
														3,854 SF
														305 SF
														117 SF
														0 SF
														0 SF
														4,030 SF
														21,837 SF
														25,867 SF
														64,379 NSF
														TOTAL

24" x 2' INLET  
GR. 40.61  
FULL OF DIRT

W N

OFFICE SPACE		OTHER
CLASSROOMS	5,393 SF	
COMMON AREAS SF CAPTURE ON LPI	10,566 SF	
COUNSELOR ED		
EDUCATIONAL LEADERSHIP		
EVENT SPACE		
MASTERS OF SOCIAL WORK		
COMMUNICATION DISORDERS & DEAFNESS	297 SF	
NATHAN WEISS GRADUATE COLLEGE		
OCCUPATIONAL THERAPY	1,575 SF	
PSYCHOLOGY	2,614 SF	
CAMPUS MINISTRY		
RESTROOMS	965 SF	
STORAGE SPACE	0 SF	
UTILITY ROOMS	1,216 SF	
VACANT		
USAGE PLAN 1	653 SF	
USAGE PLAN 2	5,139 SF	
USAGE PLAN 1 SUBTOTAL	18,976 SF	
USAGE PLAN 2 SUBTOTAL	24,115 SF	



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N.T.S.

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07/08/11

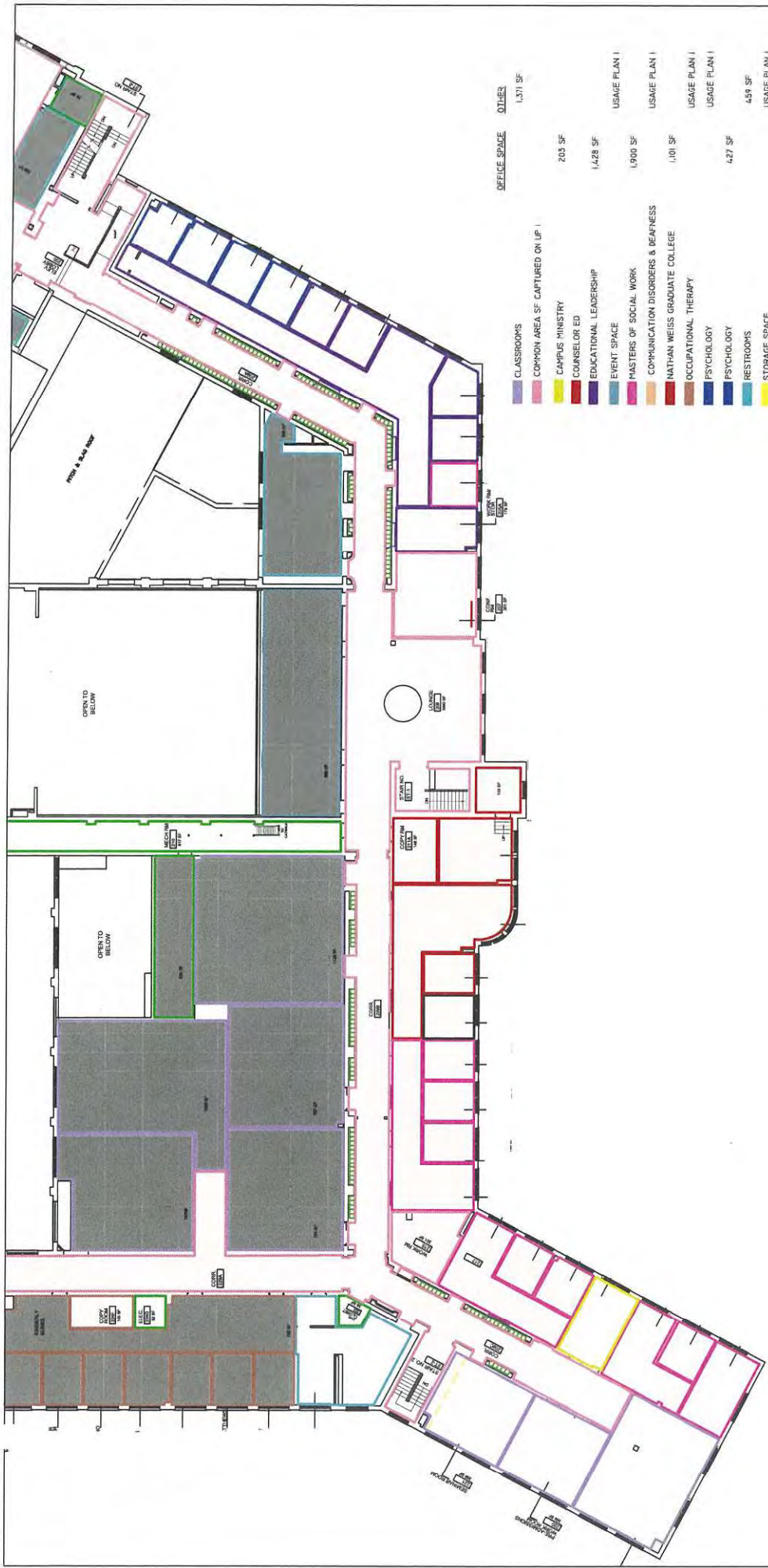
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M. VALOURA

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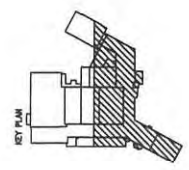
EAST CAMPUS  
SECOND FLOOR  
USAGE PLAN 1

SHEET 4 OF 6





CLASSROOMS	OFFICE SPACE	OTHER
CLASSROOMS	203 SF	1,371 SF
COMMON AREA SF CAPTURED ON UP 1		
CAMPUS MINISTRY		
COUNSELOR ED		
EDUCATIONAL LEADERSHIP	1,428 SF	
EVENT SPACE		
MASTERS OF SOCIAL WORK	1,900 SF	USAGE PLAN 1
COMMUNICATION DISORDERS & DEAFNESS		
NATHAN WEISS GRADUATE COLLEGE		
OCCUPATIONAL THERAPY	1,101 SF	USAGE PLAN 1
PSYCHOLOGY		
PSYCHOLOGY	427 SF	USAGE PLAN 1
RESTROOMS		
RESTROOMS	449 SF	USAGE PLAN 1
STORAGE SPACE		
UTILITY ROOMS		
VACANT	90 SF	90 SF
	100 SF	
	5,159 SF	1,920 SF
		7,079 SF
		31,194 NSF
		TOTAL
		36,246 GSF
		TOTAL

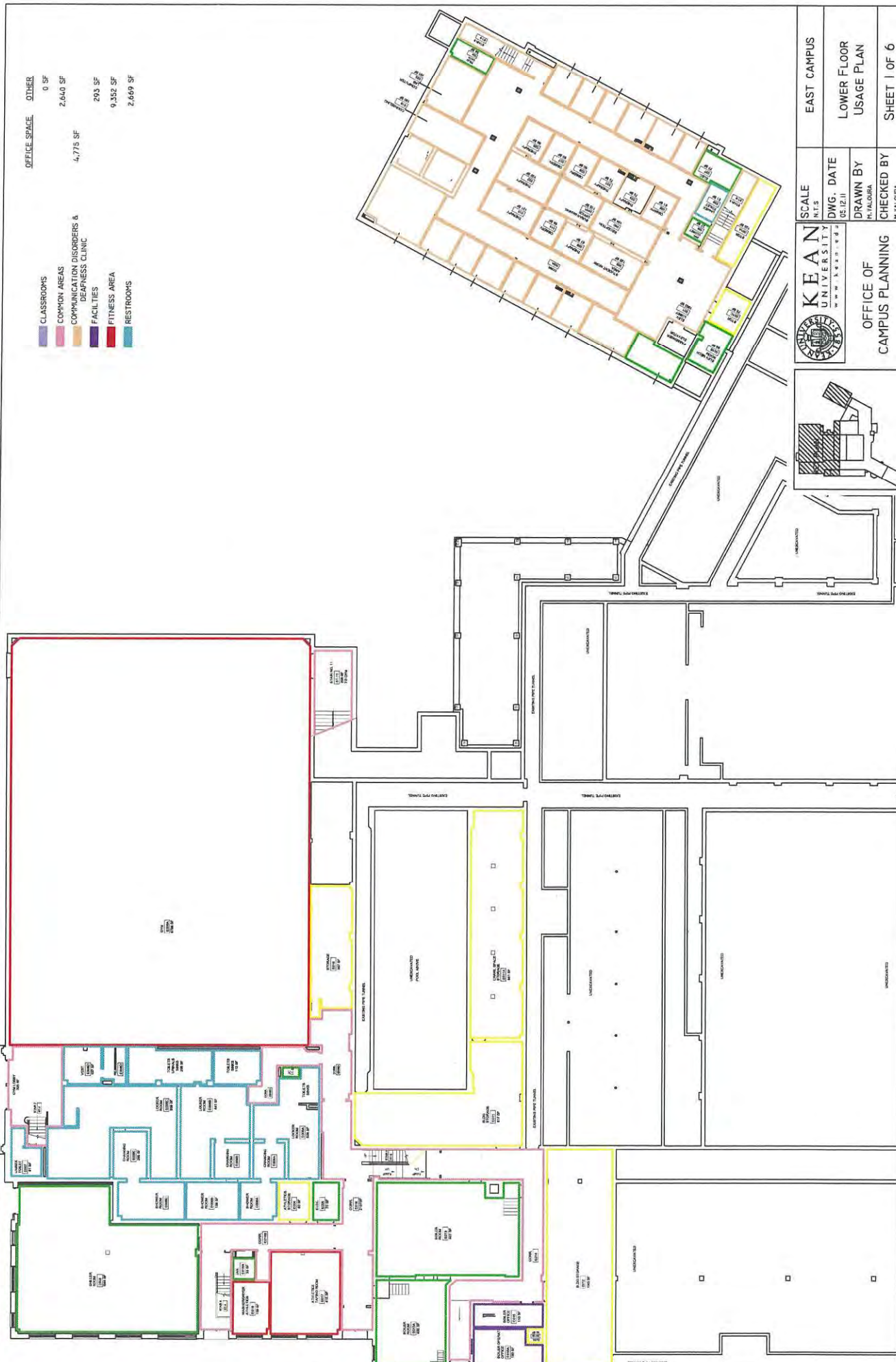


SCALE	EAST CAMPUS
N.T.S.	
DWG. DATE	SECOND FLOOR
07.08.11	USAGE PLAN 2
DRAWN BY	
M.VALDEIRA	
CHECKED BY	
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CAMPUS PLANNING





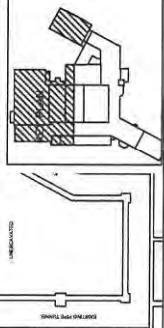


OFFICE SPACE		OTHER
CLASSROOMS	4,775 SF	0 SF
COMMON AREAS		2,640 SF
COMMUNICATION DISORDERS & DEAFNESS CLINIC		203 SF
FACILITIES		9,352 SF
FITNESS AREA		2,669 SF
RESTROOMS		


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 DRAWN BY: M. VALORIA  
 CHECKED BY: M. VALORIA

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EAST CAMPUS
LOWER FLOOR USAGE PLAN
SHEET 1 OF 6

BIOLOGICAL SCIENCES		OFFICE SPACE	OTHER
Blue	CLASROOMS	2,554 SF	9,260 SF
Purple	COMMON AREAS		1,924 SF
Pink	RESTROOMS		312 SF
Light Blue	UTILITY ROOMS		155 SF
Yellow	STORAGE		0 SF

2,554 SF  
13,661 SF  
16,205 NSF  
TOTAL


SOUTH SIDE OF THE BUILDING



EAST SIDE OF THE BUILDING

NORTH SIDE OF THE BUILDING

WEST SIDE OF THE BUILDING



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GEORGE HENNING'S HALL (SCIENCE)  
FIRST FLOOR  
USAGE PLAN

SCALE	N.T.S.
DWG. DATE	07/08/11
DRAWN BY	M. VALOURA
CHECKED BY	TEF

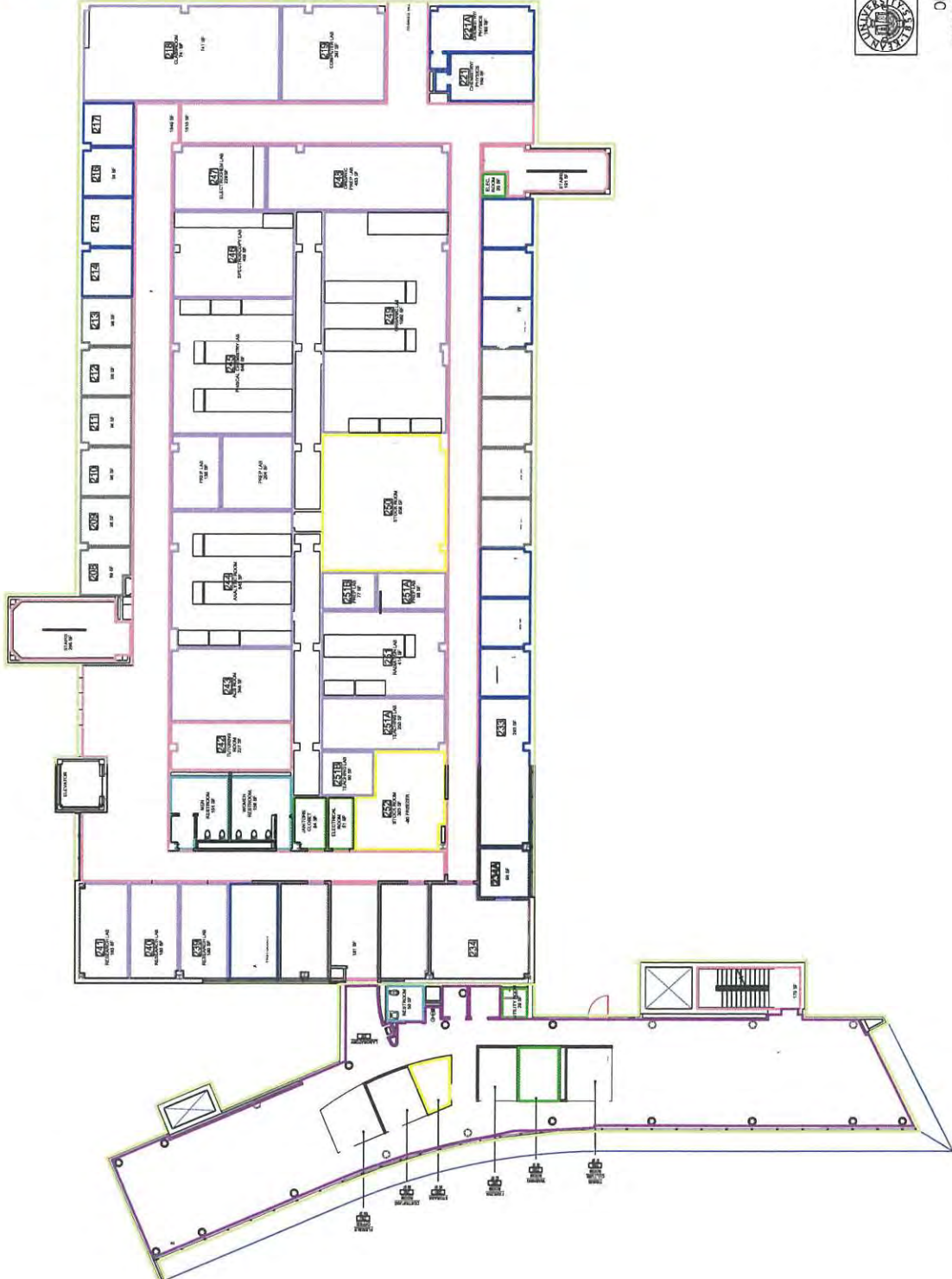
OFFICE OF CAMPUS PLANNING

SPACE IN GEORGE HENNING'S HALL

CHEMISTRY & PHYSICS	OFFICE SPACE	OTHER
CLASSROOMS	7,840 SF	1,887 SF
COMMON AREAS	4,329 SF	
MATHEMATICS	0 SF	
RESTROOMS	309 SF	
UTILITY ROOMS	135 SF	
VACANT	953 SF	96 SF
STORAGE	2,810 SF	13,182 SF
		16,022 NSF TOTAL
		18,515 GSF TOTAL

SPACE IN GEORGE HENNING'S RESEARCH

CLASSROOMS	OFFICE SPACE	OTHER
COMMON AREAS	0 SF	0 SF
RESEARCH	170 SF	170 SF
RESTROOMS	3,427 SF	3,427 SF
UTILITY ROOMS	50 SF	50 SF
VACANT	115 SF	115 SF
STORAGE	0 SF	0 SF
	0 SF	3,822 SF
		3,822 NSF TOTAL
		4,511 GSF TOTAL



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 DRAWN BY: M. VALOURA  
 CHECKED BY: M. VALOURA

GEORGE HENNING'S HALL (SCIENCE)  
 SECOND FLOOR  
 USAGE PLAN  
 SHEET 2 OF 3



GEORGE HENNING'S HALL

OFFICE SPACE

CLASSROOMS	OTHER
COMMON AREAS	5,051 SF
DEPARTMENT OF SUSTAINABILITY AND ENVIRONMENTAL SCIENCE	2,764 SF
LSAMP OFFICE	1,501 SF
RESTROOMS	96 SF
	325 SF

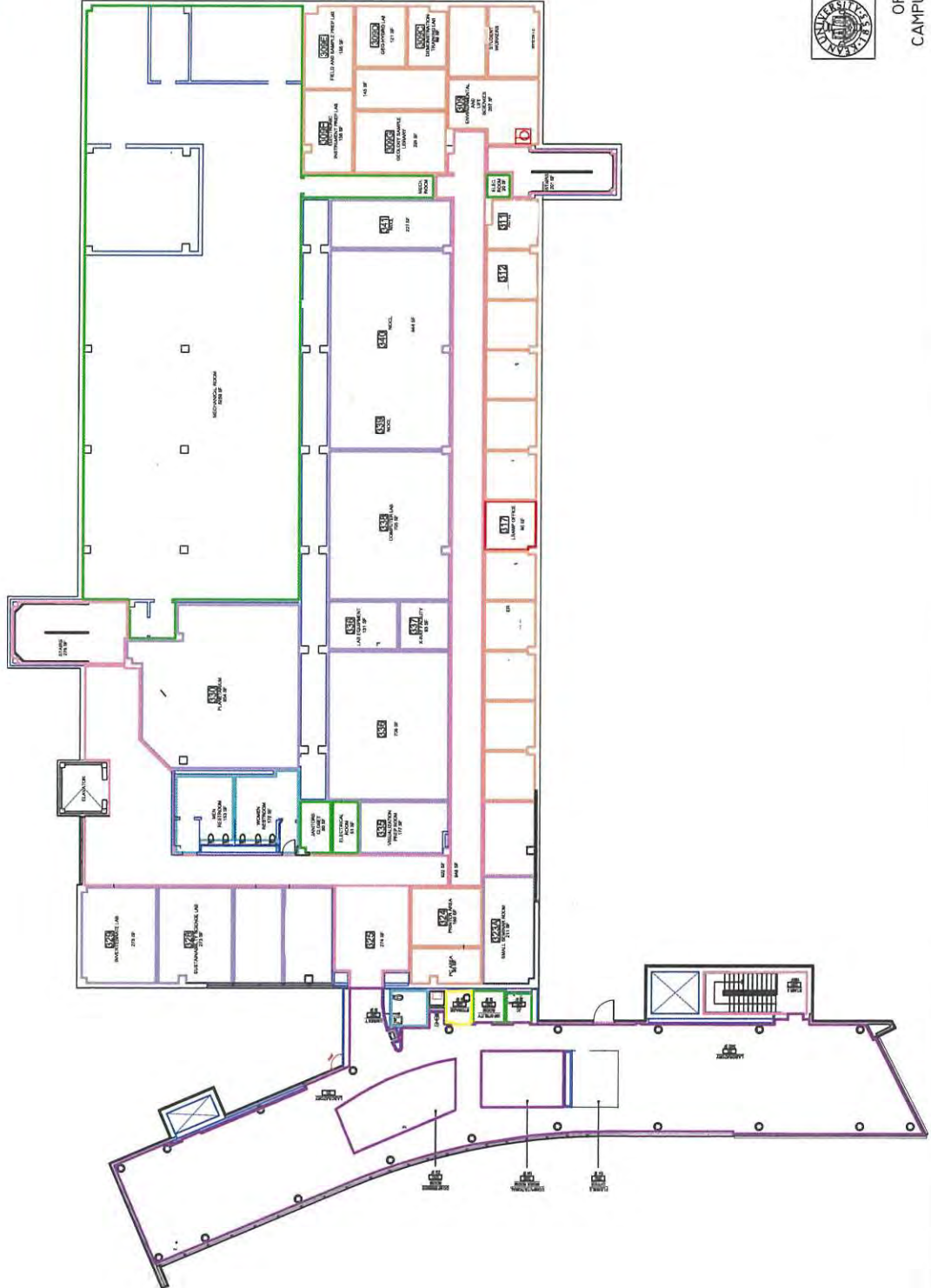
GEORGE HENNING'S RESEARCH

OFFICE SPACE

CLASSROOMS	CLUBS
COMMON AREAS	168 SF
RESEARCH SPACE	3,088 SF
STORAGE	33 SF
RESTROOMS	50 SF
UTILITY ROOMS	67 SF
VACANT	0 SF
	3,406 SF

3,840 NSF  
TOTAL

4,522 NSF  
TOTAL



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GEORGE HENNING HALL (SCIENCE)

SCALE N.T.S.

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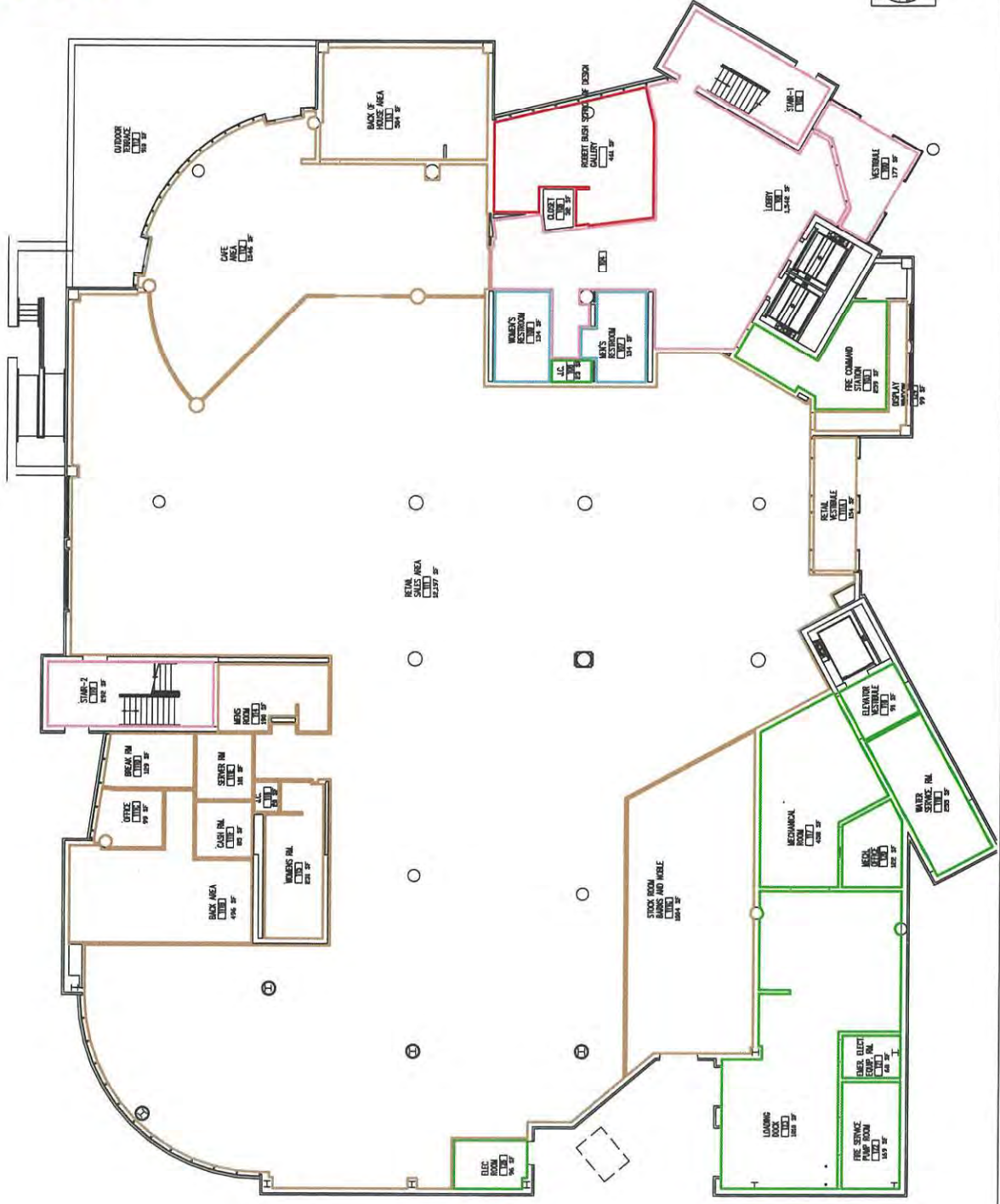
THIRD FLOOR

USAGE PLAN

SHEET 3 OF 3



OFFICE SPACE		OTHER
BARNES AND NOBLE	14,805 SF	
BARNES AND NOBLE CAFE	2,050 SF	
RESD GALLERY SPACE	493 SF	
STORAGE	0 SF	
CLASSROOMS	2,011 SF	
COMMON AREAS	268 SF	
RESTROOMS	2,655 SF	
UTILITY ROOMS	493 SF	
		22,282 NSF TOTAL



SCALE	GREEN LANE BUILDING
DWG. DATE	FIRST FLOOR
DRAWN BY	USAGE PLAN
CHECKED BY	SHEET 1 OF 6

OFFICE OF  
CAMPUS PLANNING

**OFFICE SPACE**

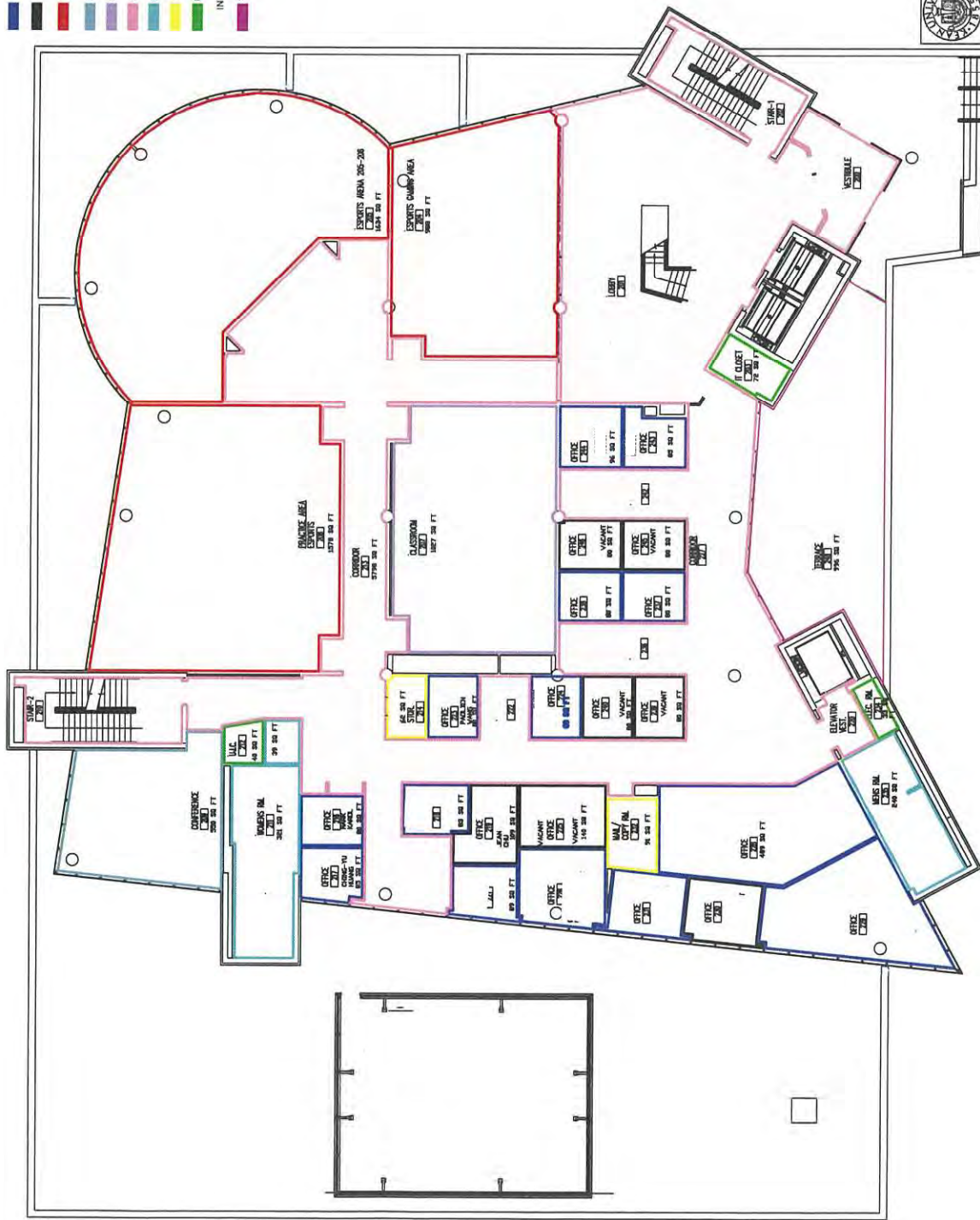
2,119 SF  
590 SF

**OTHER**

4,200 SF  
550 SF  
1,027 SF  
5,798 SF  
600 SF

- COMPUTER SCIENCE
- VACANT
- STUDENT COMPUTER ENHANCED EXPERIENCE- ESPORTS
- EVENT SPACE
- CLASSROOMS
- COMMON AREAS
- RESTROOMS
- STORAGE
- UTILITY ROOMS
- INTERIOR SPACE TOTAL
- TERRACE

146 SF  
2,652 SF  
996 SF  
13,317 SF  
16,169 NSF  
TOTAL

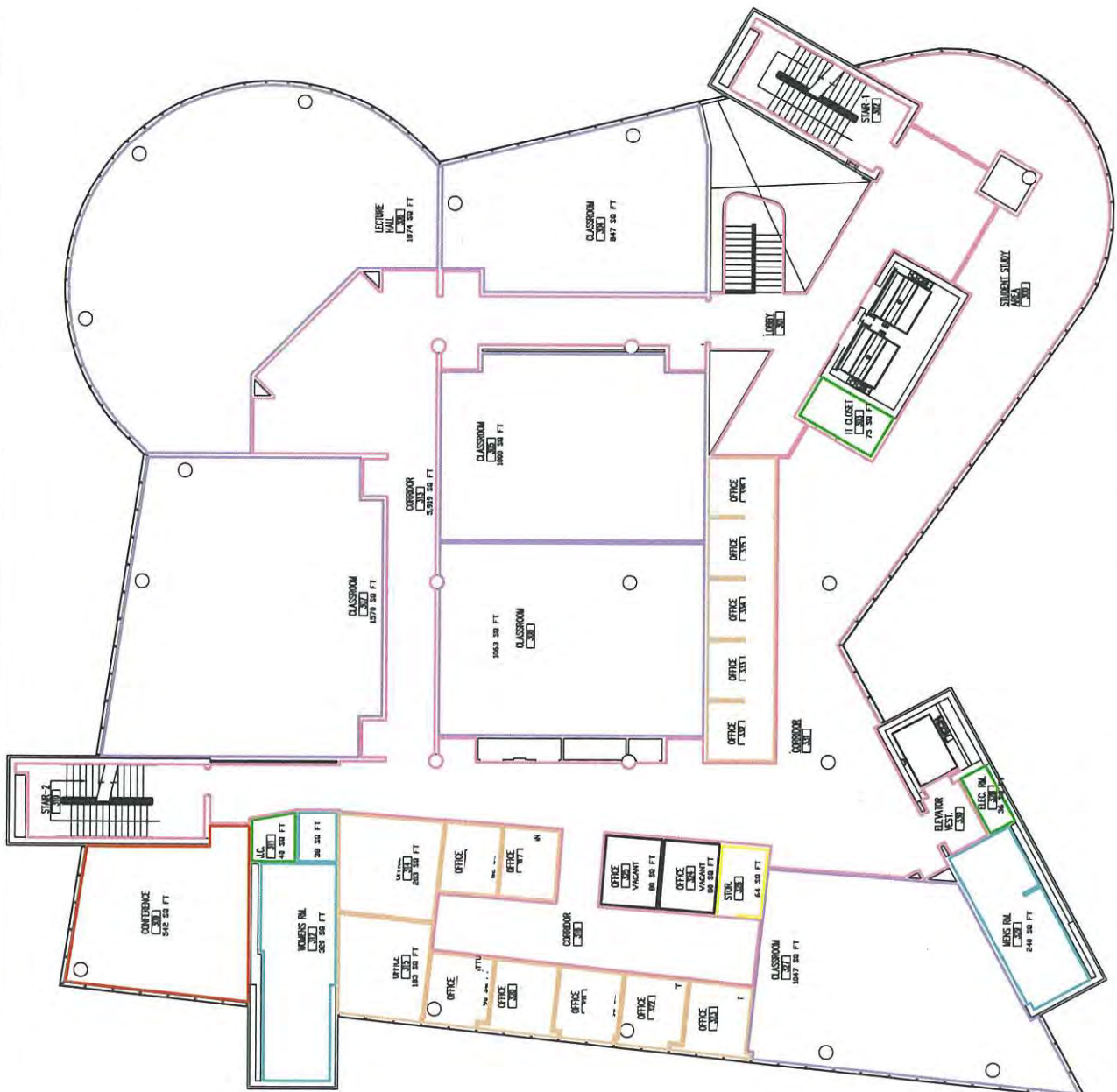


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	N.T.S.	
	DWG. DATE	SECOND FLOOR
	12-16-13	USAGE PLAN
	DRAWN BY	CHECKED BY
	TEF	TEF
	OFFICE OF	SHEET 2 OF 6
	CAMPUS PLANNING	

OFFICE SPACE OTHER

- EVENT SPACE
- MATHEMATICS
- VACANT
- CLASSROOMS
- COMMON AREAS
- RESTROOMS
- STORAGE
- UTILITY ROOMS

512 SF	1,409 SF	162 SF	16,298 NSF
640 SF	7,402 SF	1,854 SF	16,614 SF
	5,919 SF		18,523 GSF
	599 SF		TOTAL



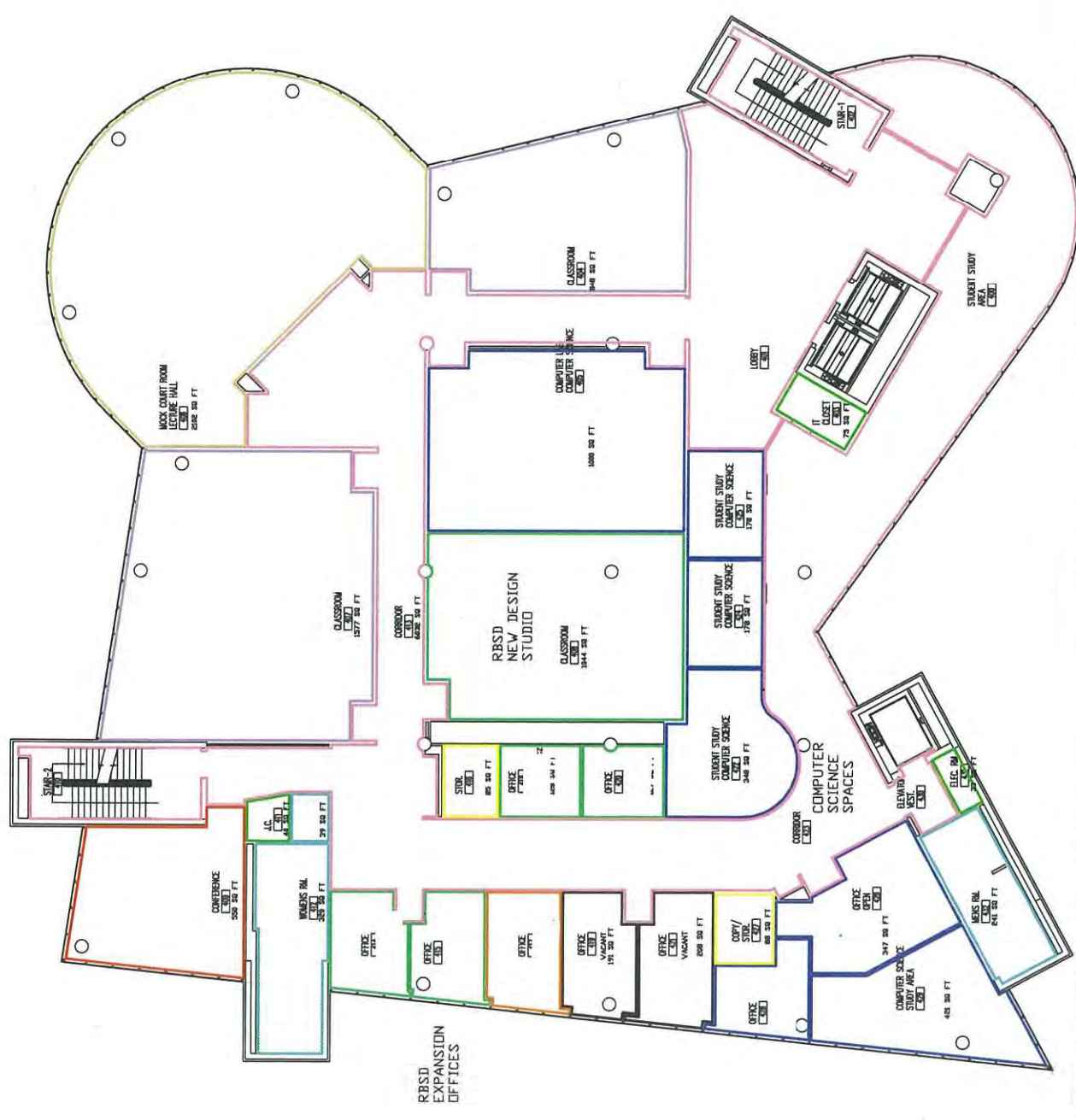
SCALE: N.T.S.  
 DWG. DATE: 1-2-14  
 DRAWN BY: JRP  
 CHECKED BY:

GREEN LANE  
 THIRD FLOOR  
 USAGE PLAN

OFFICE OF  
 CAMPUS PLANNING



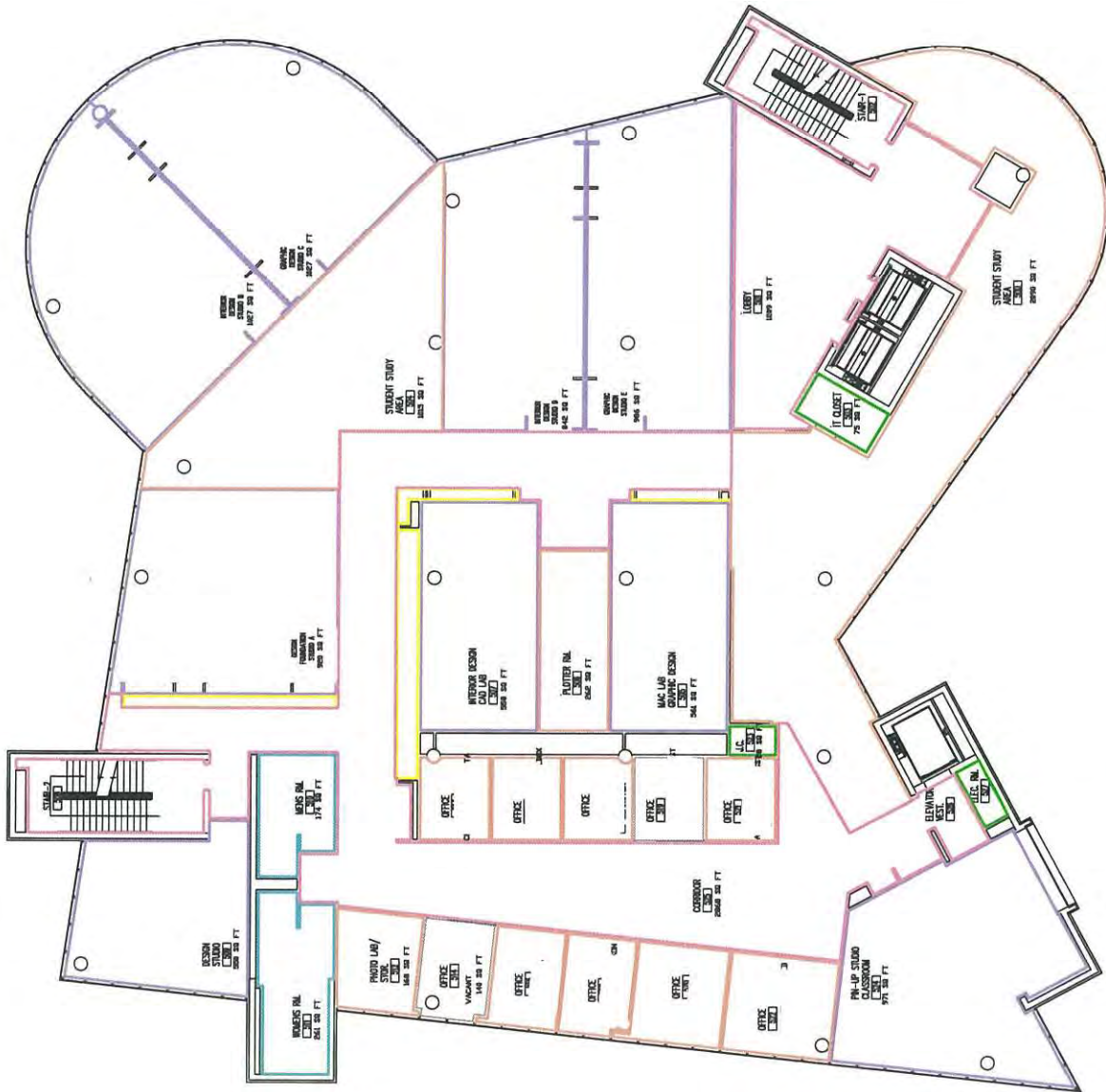
OFFICE SPACE		OTHER	
MOCK COURT ROOM	2,102 SF	ROBERT BUSH SCHOOL OF DESIGN	585 SF
ROBERT BUSH SCHOOL OF DESIGN	1,044 SF	EVENT SPACE	550 SF
EVENT SPACE	550 SF	COMPUTER SCIENCE	933 SF
COMPUTER SCIENCE	933 SF	ESPORTS	192 SF
ESPORTS	192 SF	VACANT	399 SF
VACANT	399 SF	STORAGE	173 SF
STORAGE	173 SF	CLASSROOMS	2,425 SF
CLASSROOMS	2,425 SF	COMMON AREAS	6,032 SF
COMMON AREAS	6,032 SF	RESTROOMS	600 SF
RESTROOMS	600 SF	UTILITY ROOMS	148 SF
UTILITY ROOMS	148 SF		
	2,282 SF		
			16,887 NSF
			TOTAL
			19,169 CSF
			TOTAL



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	DWG. DATE	FOURTH FLOOR USAGE PLAN
<b>OFFICE OF CAMPUS PLANNING</b>	DRAWN BY	CHECKED BY
	TEP	SHEET 4 OF 6

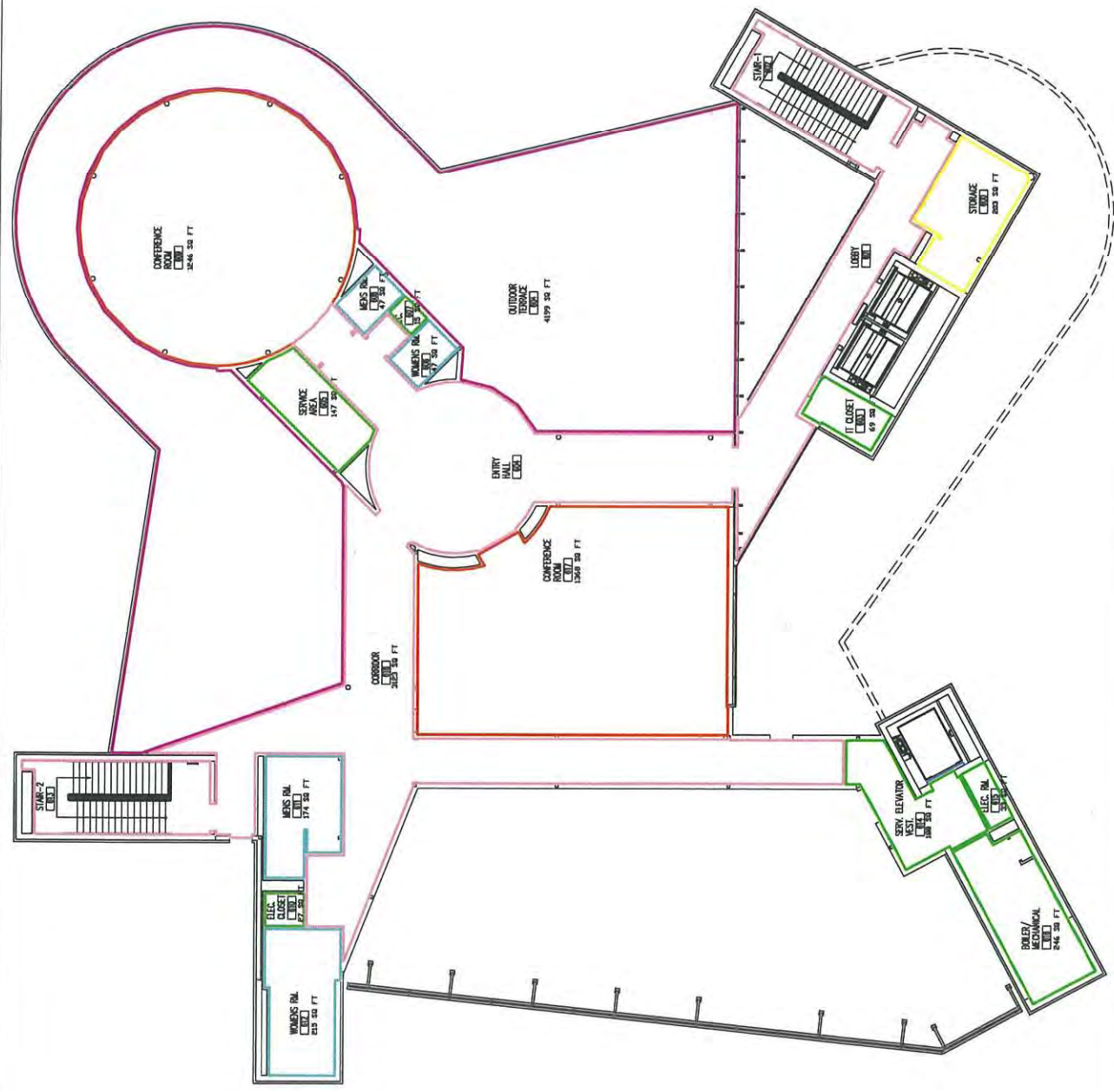
- ROBERT BUSH SCHOOL OF DESIGN
- STORAGE
- CLASSROOMS
- COMMON AREAS
- RESTROOMS
- UTILITY ROOMS
- VACANT


OFFICE SPACE	1,337 SF	3,367 SF
OTHER	203 SF	207 SF
	1,540 SF	7,372 SF
	1,597 SF	4,071 SF
	1,597 SF	435 SF
	1,597 SF	137 SF
	17,186 NSF	17,186 NSF
	19,027 6SF	19,027 6SF
		TOTAL



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	N.T.S.	FIFTH FLOOR
	DWG. DATE	USAGE PLAN
	01/20/13	
	DRAWN BY	CHECKED BY
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		SHEET 5 OF 6

OFFICE SPACE		OTHER	
EVENT SPACE	2,614 SF	STAIRS	203 SF
STORAGE	203 SF	CLASSROOMS	0 SF
CLASSROOMS	0 SF	COMMON AREAS	3,123 SF
COMMON AREAS	3,123 SF	RESTROOMS	483 SF
RESTROOMS	483 SF	UTILITY ROOMS	725 SF
UTILITY ROOMS	725 SF	INTERIOR SPACE TOTAL	0 SF
INTERIOR SPACE TOTAL	0 SF	ROOF TERRACE	18,115 GSF
ROOF TERRACE	18,115 GSF	TOTAL	1,347 NSF
TOTAL	1,347 NSF	TOTAL	18,115 GSF

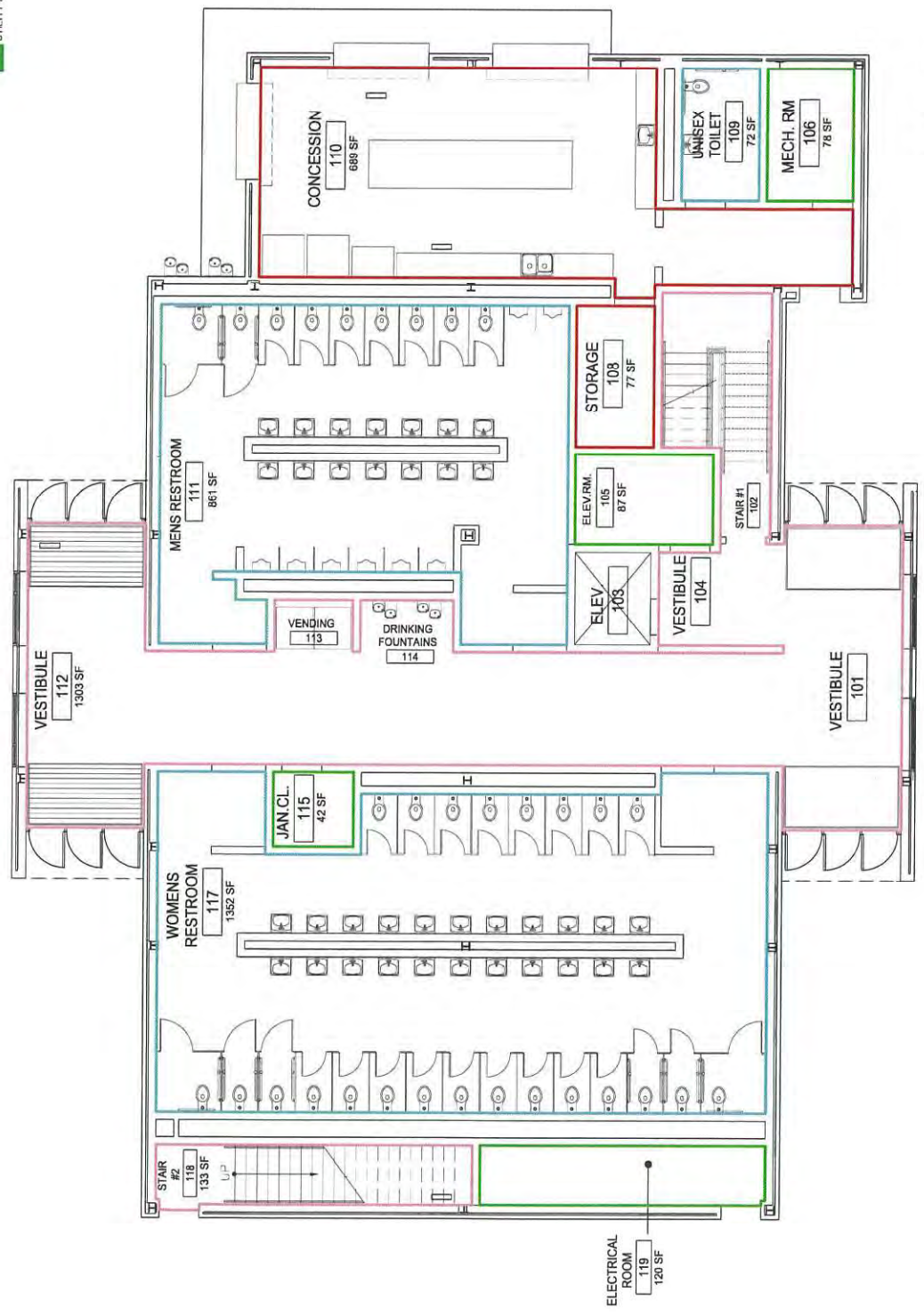



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	N.T.S.	
	DWG. DATE	SIXTH FLOOR
	0-02-14	USAGE PLAN
OFFICE OF CAMPUS PLANNING	DRAWN BY	
	REF	
	CHECKED BY	SHEET 6 OF 6



OFFICE SPACE	OTHER
0 SF	766 SF
	1,436 SF
	2,285 SF
	327 SF
	4,814 SF
	<b>4,814 NSF</b>
	<b>TOTAL</b>
	<b>5,748 GSF</b>
	<b>TOTAL</b>

- CONCESSION AREA
- COMMON AREAS
- RESTROOMS
- UTILITY ROOMS





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SCALE  
N.T.S.

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07.08.11

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M. VALOURA

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M. VALOURA

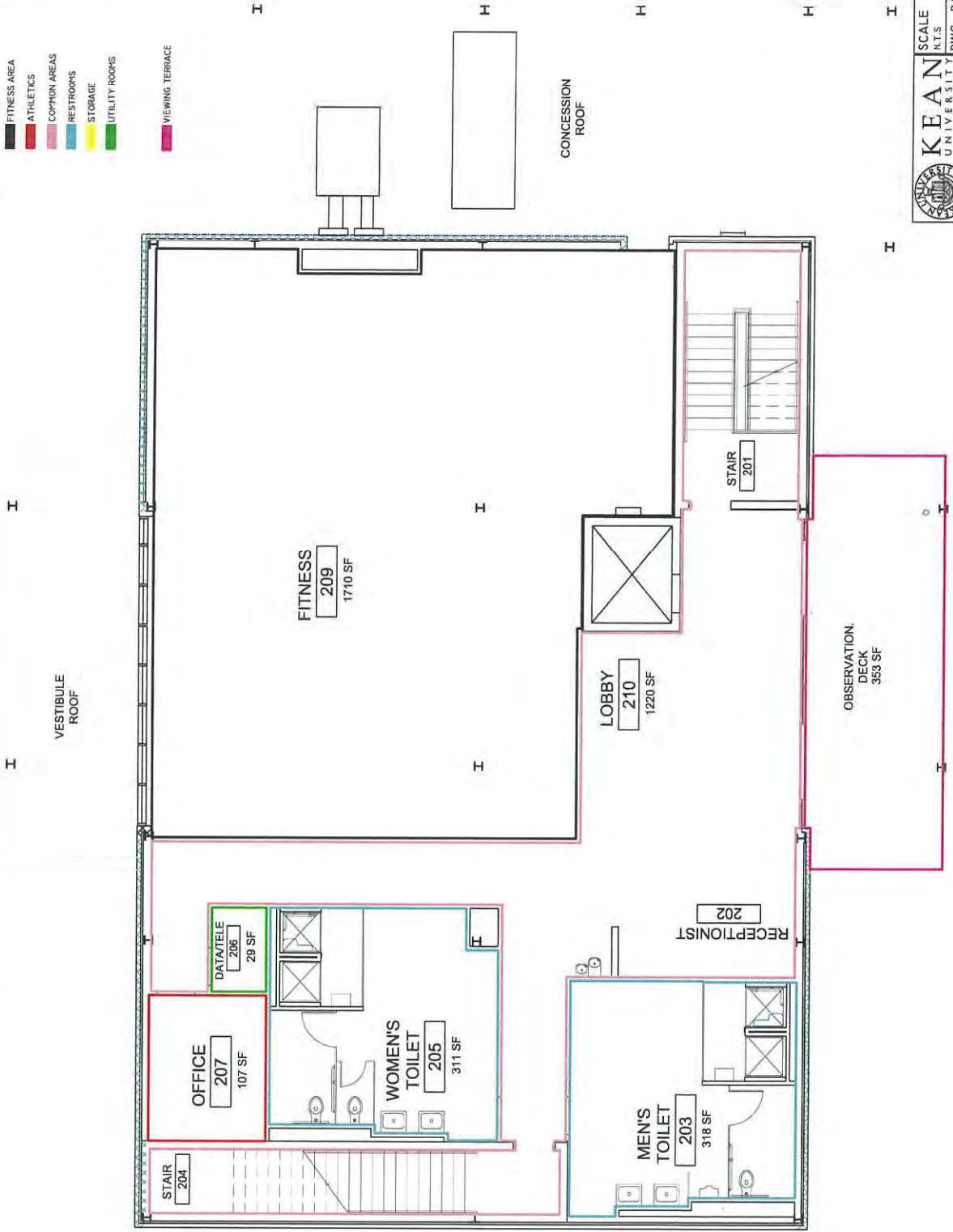
HYNES FIELD HOUSE

FIRST FLOOR  
USAGE PLAN

SHEET 1 OF 2

OFFICE SPACE	OTHER
107 SF	1,710 SF
1,220 SF	1,720 SF
629 SF	629 SF
0 SF	0 SF
29 SF	29 SF
107 SF	5,388 SF
	3,695 NSF INTERIOR TOTAL
	4,048 NSF TOTAL
	4,857 GSF TOTAL

- FITNESS AREA
- ATHLETICS
- COMMON AREAS
- RESTROOMS
- STORAGE
- UTILITY ROOMS
- VIEWING TERRACE



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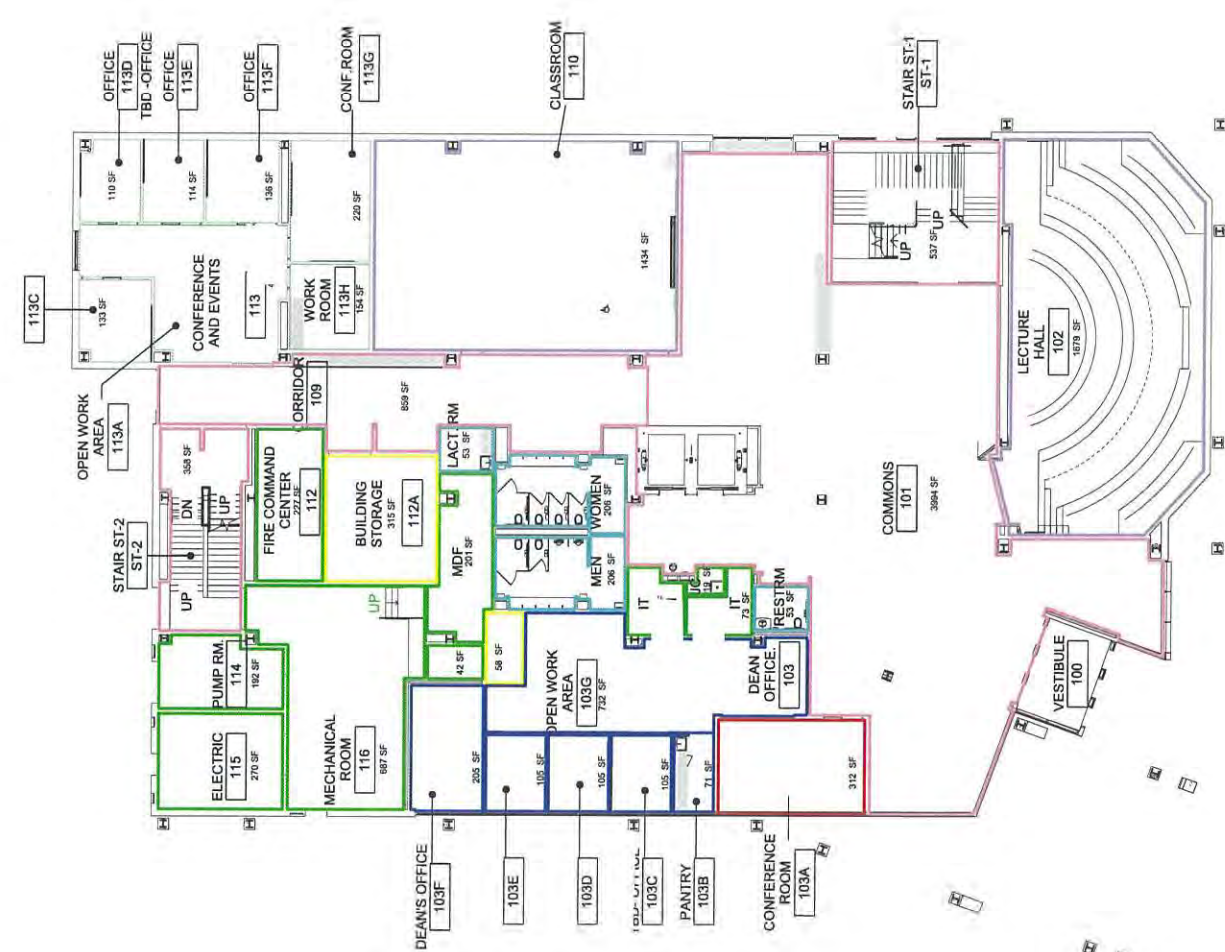
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SCALE N.T.S.	HYNES FIELD HOUSE
DWG. DATE 07.08.11	SECOND FLOOR USAGE PLAN
DRAWN BY M. VALCOURA	SHEET 2 OF 2
CHECKED BY M. VALCOURA	



OFFICE SPACE	OTHER
1,353 SF	
1,523 SF	
312 SF	
	3,115 SF
	5,748 SF
	918 SF
	373 SF
	1,770 SF
	10 SF
2,488 SF	11,522 SF
	14,510 NSF TOTAL
	16,015 GSF TOTAL

- CONFERENCE AND EVENTS
- BUSINESS AND PUBLIC MGMT DEAN'S OFFICE
- EVENT/CONFERENCE SPACE
- CLASSROOMS
- COMMON AREAS
- RESTROOMS
- STORAGE
- UTILITY ROOMS
- VACANT

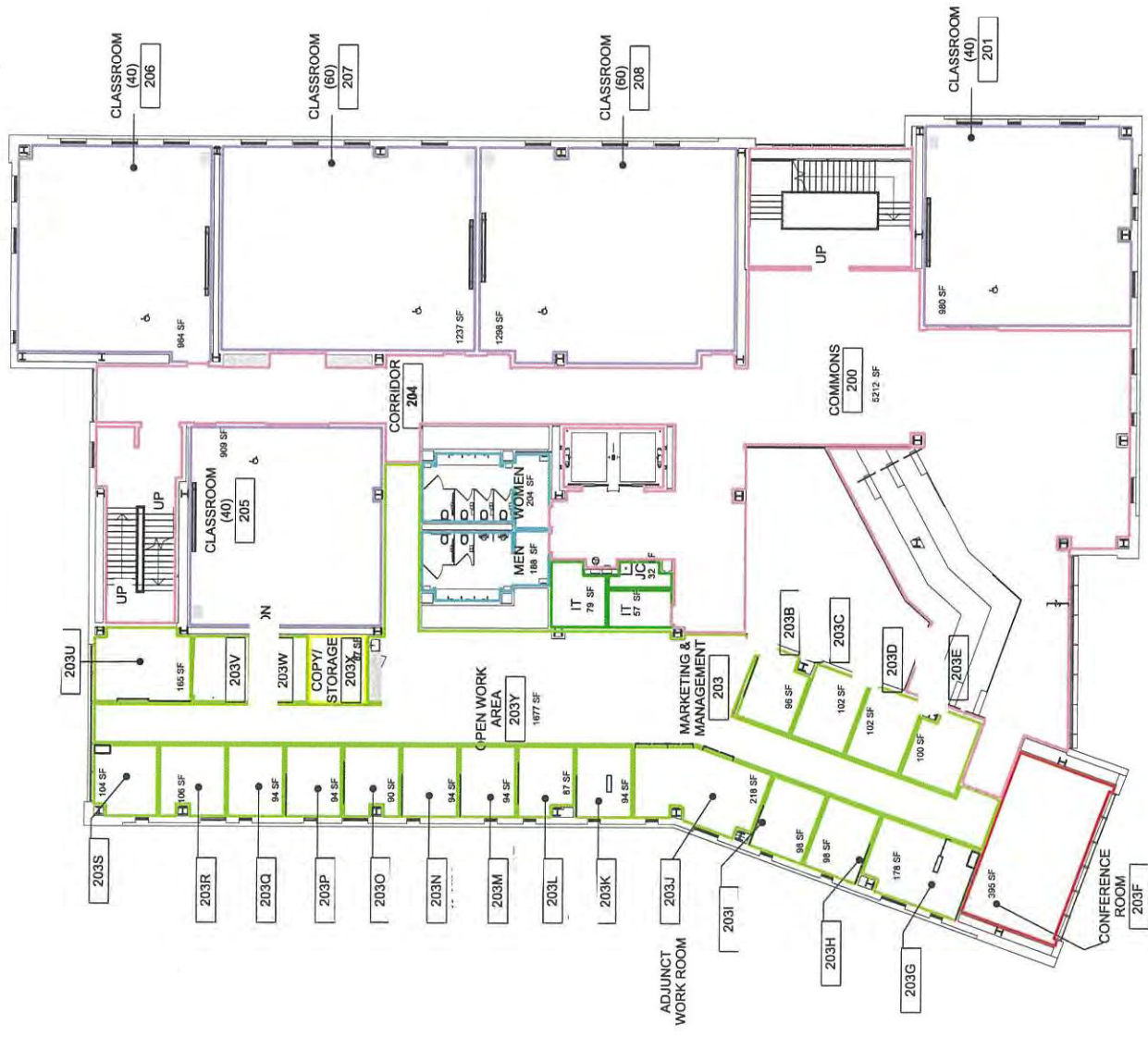


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SCALE N.T.S.	HYNES SCHOOL OF BUSINESS
DWG. DATE 07.08.11	FIRST FLOOR USAGE PLAN
DRAWN BY TEF	CHECKED BY
	SHEET

OFFICE OF  
CAMPUS PLANNING

OFFICE SPACE		OTHER
MARKETING AND MANAGEMENT	3,865 SF	
EVENT SPACE	395 SF	
CLASSROOMS	5,384 SF	
COMMON AREAS	5,212 SF	
RESTROOMS	392 SF	
STORAGE	87 SF	
UTILITY ROOMS	168 SF	
VACANT	0 SF	
	4,260 SF	15,507 NSF TOTAL
		18,382 GSF TOTAL



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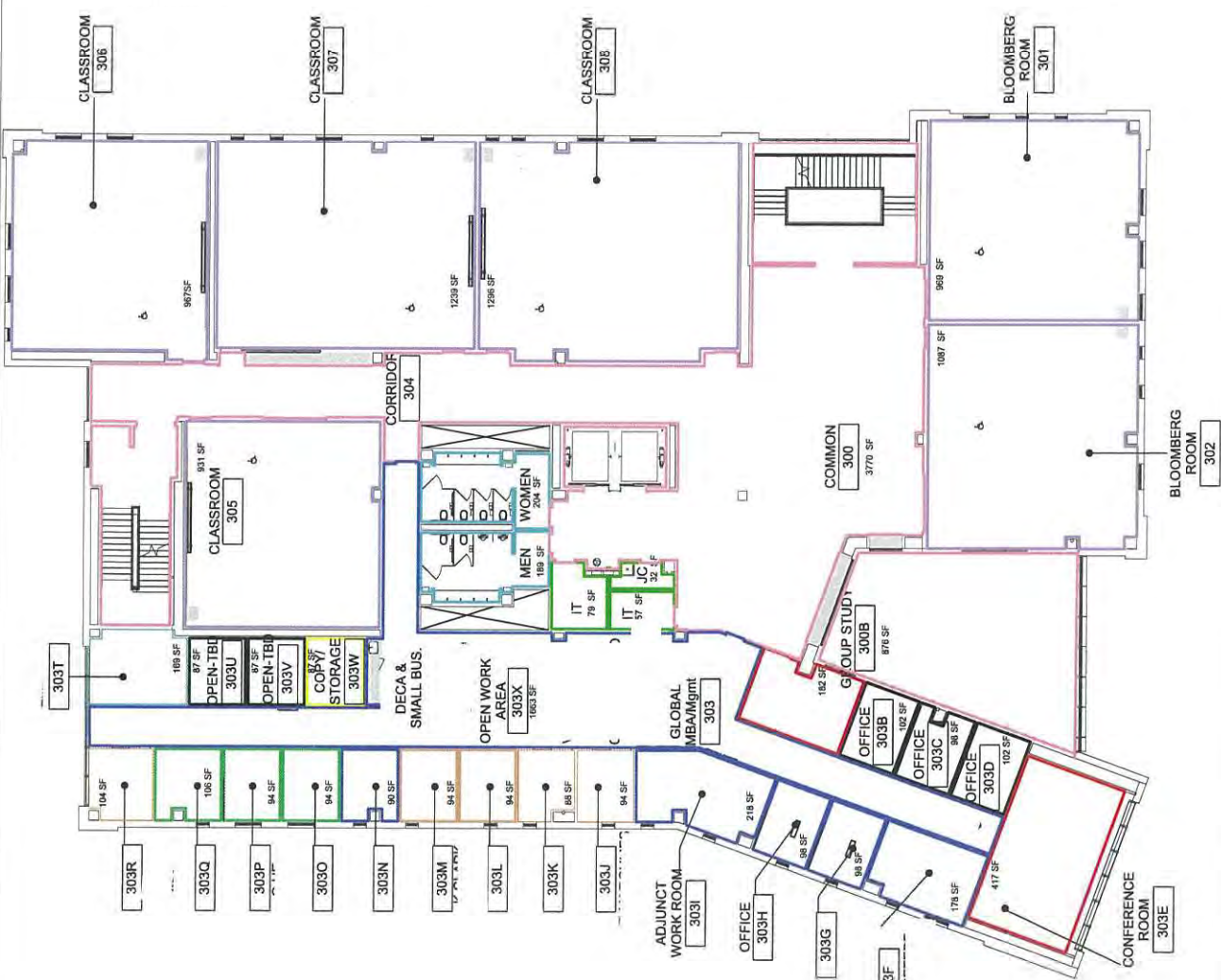
SCALE N.T.S.	HYNES SCHOOL OF BUSINESS
DWG. DATE 07.08.11	SECOND FLOOR USAGE PLAN
DRAWN BY TEF	CHECKED BY
	SHEET

**OFFICE SPACE**

GLOBAL MBA	554 SF
ECONOMICS	682 SF
DECA	294 SF
SMALL BUSINESS	188 SF
PRESIDENT EMERITUS	555 SF
SHARED OPEN OFFICE SPACE CAPTURED IN DEPARTMENT TOTALS	266 SF
EVENT SPACE	169 SF
CLASSROOMS	0 SF
COMMON AREAS	599 SF
RESTROOMS	6,489 SF
STORAGE	4,646 SF
UTILITY ROOMS	393 SF
VACANT	87 SF
	168 SF
<b>TOTAL</b>	<b>16,140 NSF</b>
<b>TOTAL</b>	<b>18,277 NSF</b>

OTHER	554 SF
	682 SF
	294 SF
	188 SF
	555 SF
	266 SF
	169 SF
	0 SF
	599 SF
	6,489 SF
	4,646 SF
	393 SF
	87 SF
	168 SF
<b>TOTAL</b>	<b>13,446 SF</b>
<b>TOTAL</b>	<b>2694 SF</b>

GLOBAL MBA	554 SF
ECONOMICS	682 SF
DECA	294 SF
SMALL BUSINESS	188 SF
PRESIDENT EMERITUS	555 SF
SHARED OPEN OFFICE SPACE CAPTURED IN DEPARTMENT TOTALS	266 SF
EVENT SPACE	169 SF
CLASSROOMS	0 SF
COMMON AREAS	599 SF
RESTROOMS	6,489 SF
STORAGE	4,646 SF
UTILITY ROOMS	393 SF
VACANT	87 SF
	168 SF
<b>TOTAL</b>	<b>16,140 NSF</b>
<b>TOTAL</b>	<b>18,277 NSF</b>



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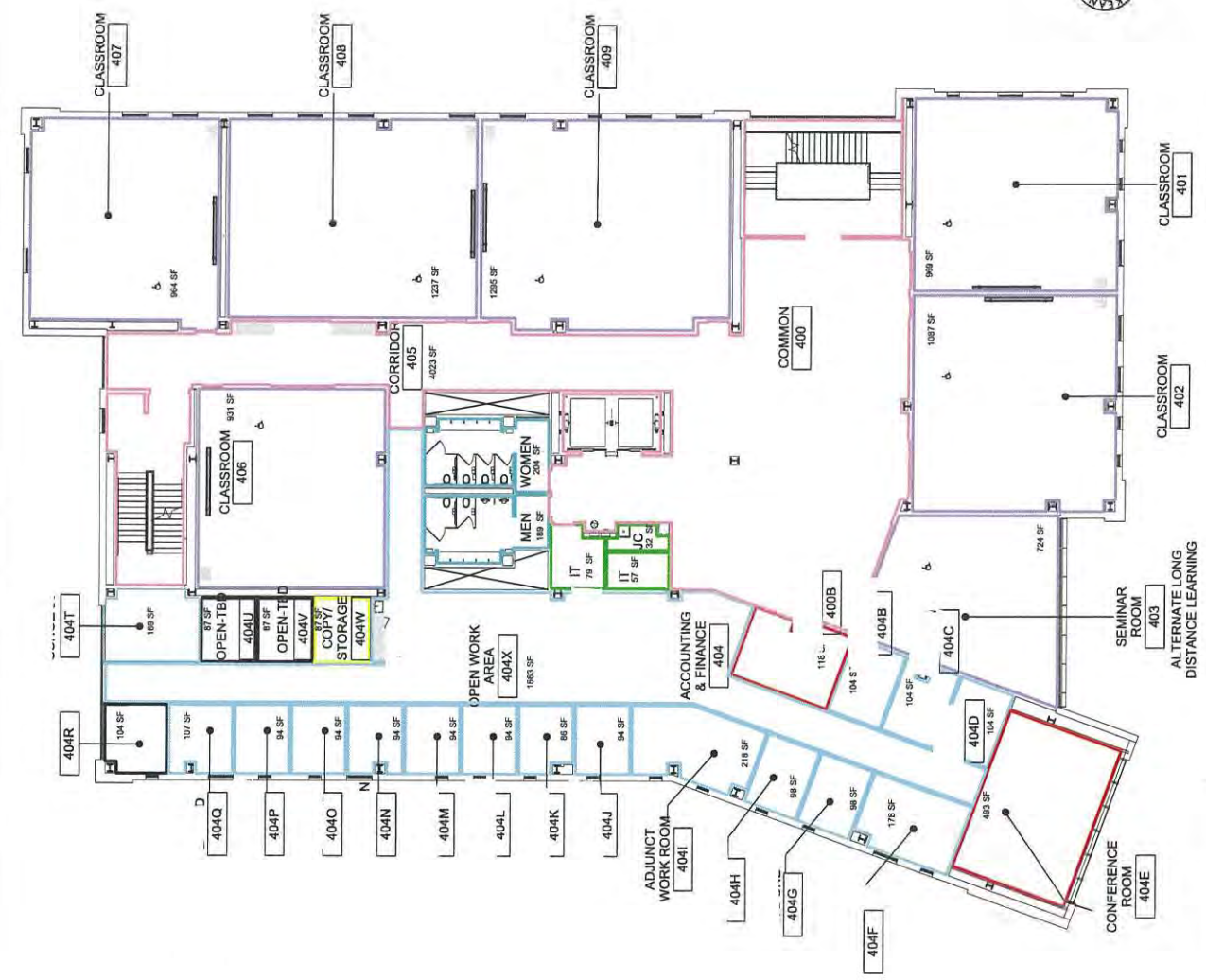
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CAMPUS PLANNING

SCALE: N.T.S.  
DWG. DATE: 07.20.11  
DRAWN BY: TEF  
CHECKED BY:

HYNES SCHOOL OF BUSINESS  
THIRD FLOOR  
USAGE PLAN  
SHEET



OFFICE SPACE		OTHER
ACCOUNTING AND FINANCE	3,337 SF	
PRESIDENT OFFICE/VISITING SCHOLAR	169 SF	
EVENT SPACE	611 SF	
CLASSROOMS	7,207 SF	
COMMON AREAS	4,023 SF	
RESTROOMS	392 SF	
STORAGE	87 SF	
UTILITY ROOMS	168 SF	
VACANT	265 SF	
	11,878 SF	16,260 NSF
	4,382 SF	TOTAL
		18,342 NSF
		TOTAL



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N.T.S.	
DWG. DATE	FOURTH FLOOR
07.06.11	USAGE PLAN
DRAWN BY	
REF	
CHECKED BY	
	SHEET

OFFICE OF  
CAMPUS PLANNING

CRIMINAL JUSTICE	OFFICE SPACE	OTHER
1,133 SF	1,133 SF	
1,887 SF	1,887 SF	
329 SF	329 SF	777 SF
5,540 SF	5,540 SF	3,421 SF
393 SF	393 SF	41 SF
168 SF	168 SF	168 SF
1,303 SF	1,303 SF	
770 SF	770 SF	
5,422 SF	10,690 SF	15,912 NSF
		TOTAL
		19,406 GSF
		TOTAL



SCALE: N.T.S.  
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HYNES SCHOOL OF BUSINESS  
 FIFTH FLOOR  
 USAGE PLAN  
 SHEET

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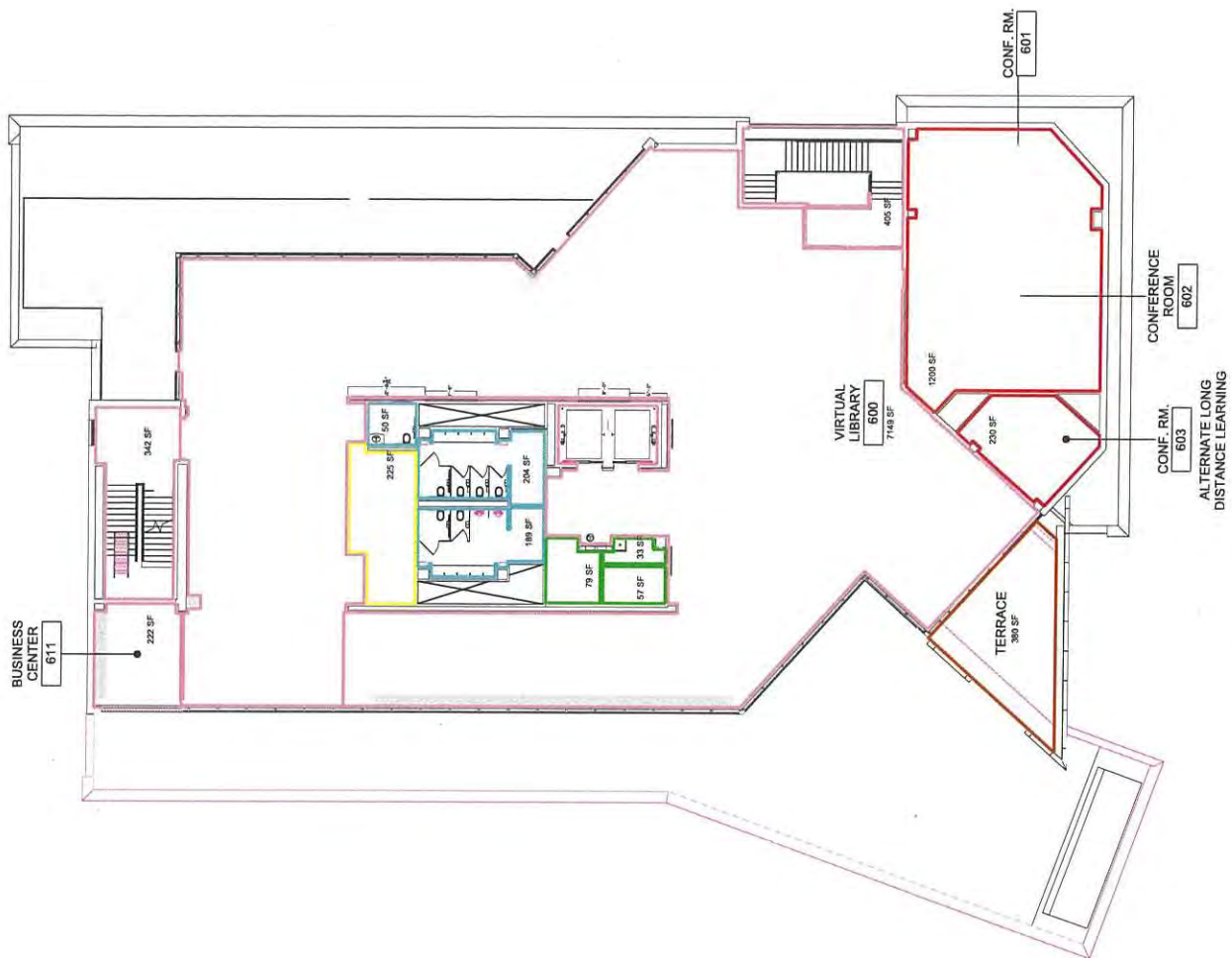
OFFICE SPACE    OTHER

- EVENT SPACE
- CLASSROOMS
- COMMON AREAS
- RESTROOMS
- STORAGE
- UTILITY ROOMS
- VACANT

1,430 SF  
0 SF  
8,108 SF  
443 SF  
225 SF  
169 SF

0 SF  
0 SF

10,385 SF    10,385 NSF INTERIOR  
TOTAL



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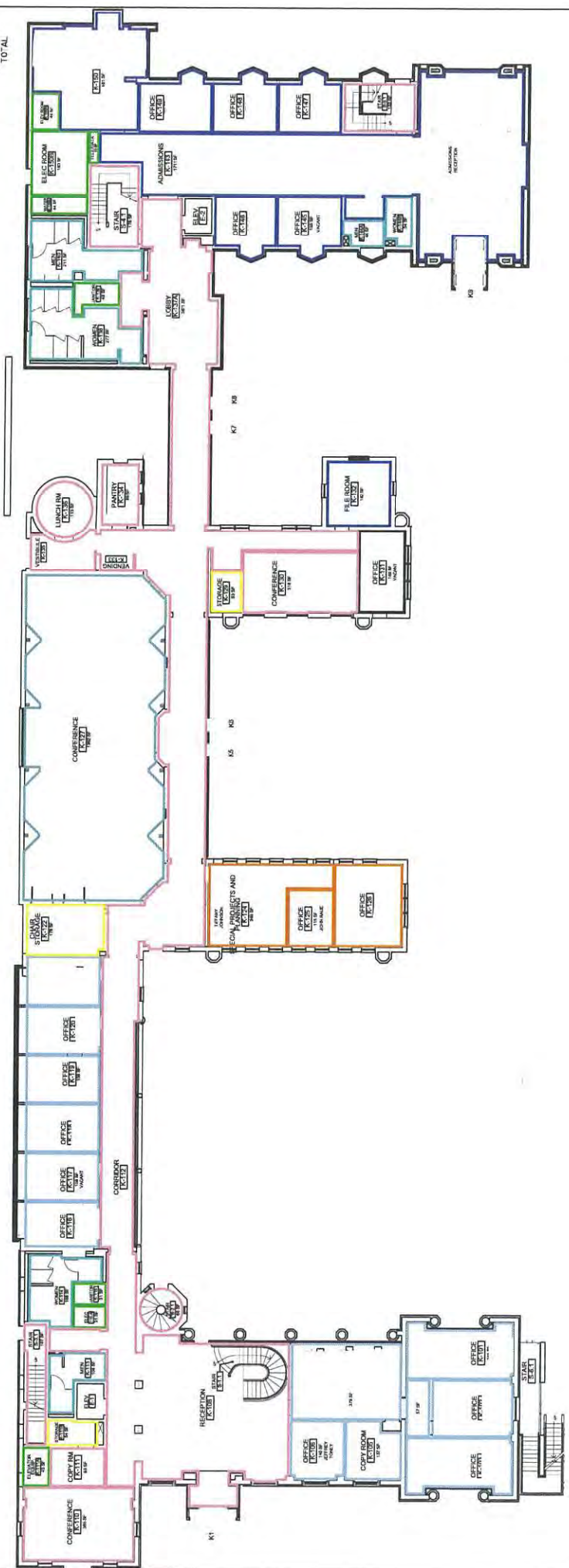
SCALE N.T.S.	HYNES SCHOOL OF BUSINESS
DWG. DATE 07/08/11	SIXTH FLOOR USAGE PLAN
DRAWN BY TEF	CHECKED BY

SHEET



- ENROLLMENT SERVICES
- OFFICE OF THE PRESIDENT
- COMMON AREAS
- EVENT SPACE
- RESTROOMS
- STORAGE SPACE
- SPECIAL PROJECTS
- VACANT
- UTILITY ROOMS

- OFFICE SPACE
- OTHER
- 3,185 SF
- 2,350 SF
- 5,362 SF
- 1,962 SF
- 856 SF
- 285 SF
- 706 SF
- 169 SF
- 419 SF
- 6,380 SF
- 15,244 NSF TOTAL
- 19,264 NSF TOTAL



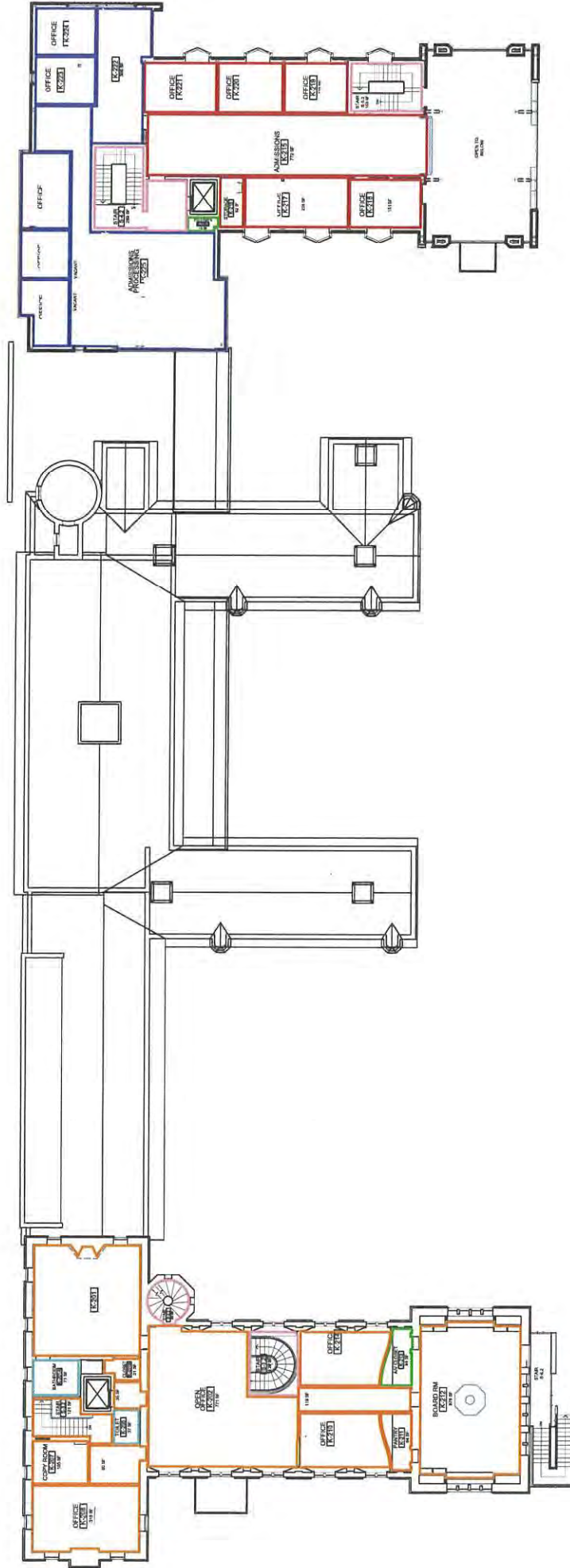
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SCALE  
N.T.S.  
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11.11  
DRAWN BY  
M VALDEGA  
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TEF

KEAN HALL  
FIRST FLOOR  
USAGE PLAN  
SHEET | OF 2

- ENROLLMENT SERVICES
- COMMON AREAS
- ADMISSIONS PROCESSING
- PRESIDENT'S OFFICE
- RESTROOMS
- UTILITY ROOMS
- VACANT

OFFICE SPACE	OTHER
1,645 SF	747 SF
1,915 SF	
3,140 SF	106 SF
	82 SF
0 SF	
6,598 SF	937 SF
7,635 NSF TOTAL	
10,365 GSF TOTAL	



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OFFICE OF CAMPUS PLANNING

KEAN HALL  
SECOND FLOOR  
USAGE PLAN  
SHEET 2 OF 2

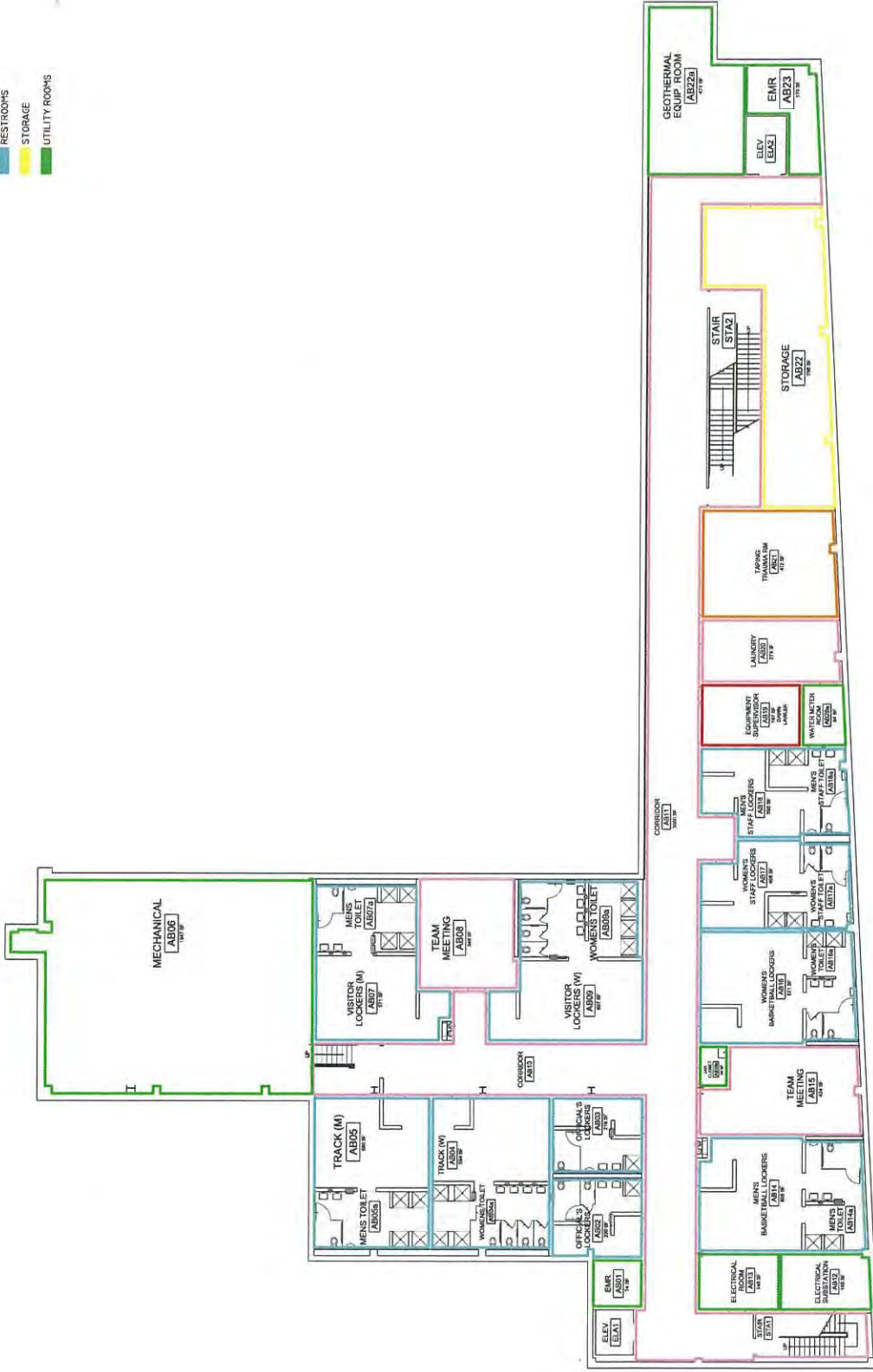




- ATHLETICS
- CLINIC SPACE
- COMMON AREAS
- RESTROOMS
- STORAGE
- UTILITY ROOMS

OFFICE SPACE	OTHER
97 SF	

14,038 NSF	TOTAL
16,081 GSF	TOTAL



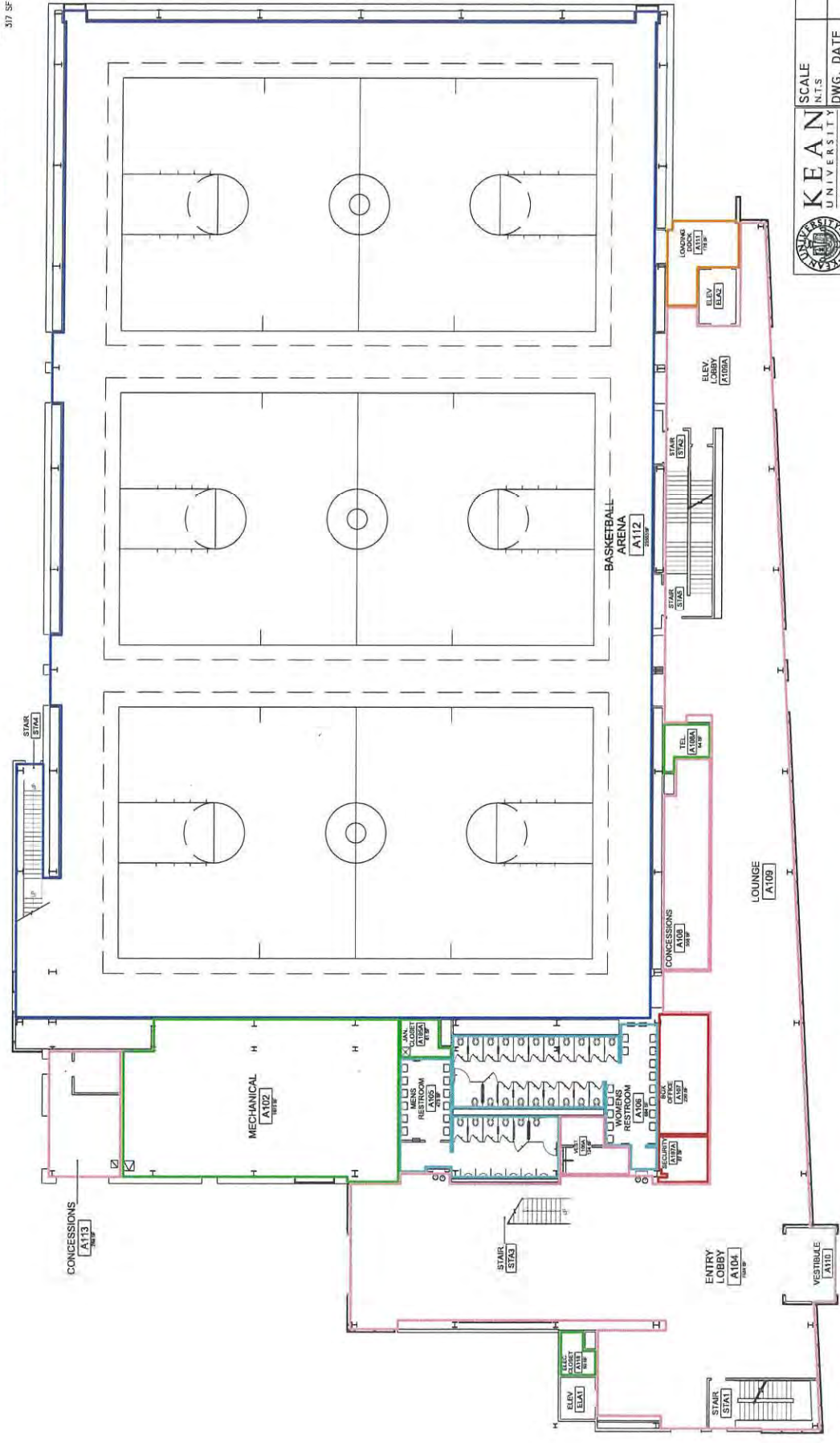
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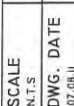
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SCALE N.T.S.	DRAWN BY M. VALDEA	HARWOOD ARENA	
DWG. DATE 07.08.11	CHECKED BY M. VALDEA	LOWER LEVEL USAGE PLAN	
		SHEET 1 OF 3	

OFFICE SPACE	OTHER
317 SF	
23,545 SF	
7,715 SF	
175 SF	
1,157 SF	
1,880 SF	
317 SF	34,829 NSF
	TOTAL
	37,756 SF
	TOTAL

- █ ATHLETICS
- █ FITNESS AREA
- █ COMMON AREAS
- █ LOADING DOCK
- █ RESTROOMS
- █ UTILITY ROOMS





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N.T.S.

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DRAWN BY  
M. VALOURA

CHECKED BY  
M. VALOURA

HARWOOD ARENA

FIRST FLOOR  
USAGE PLAN

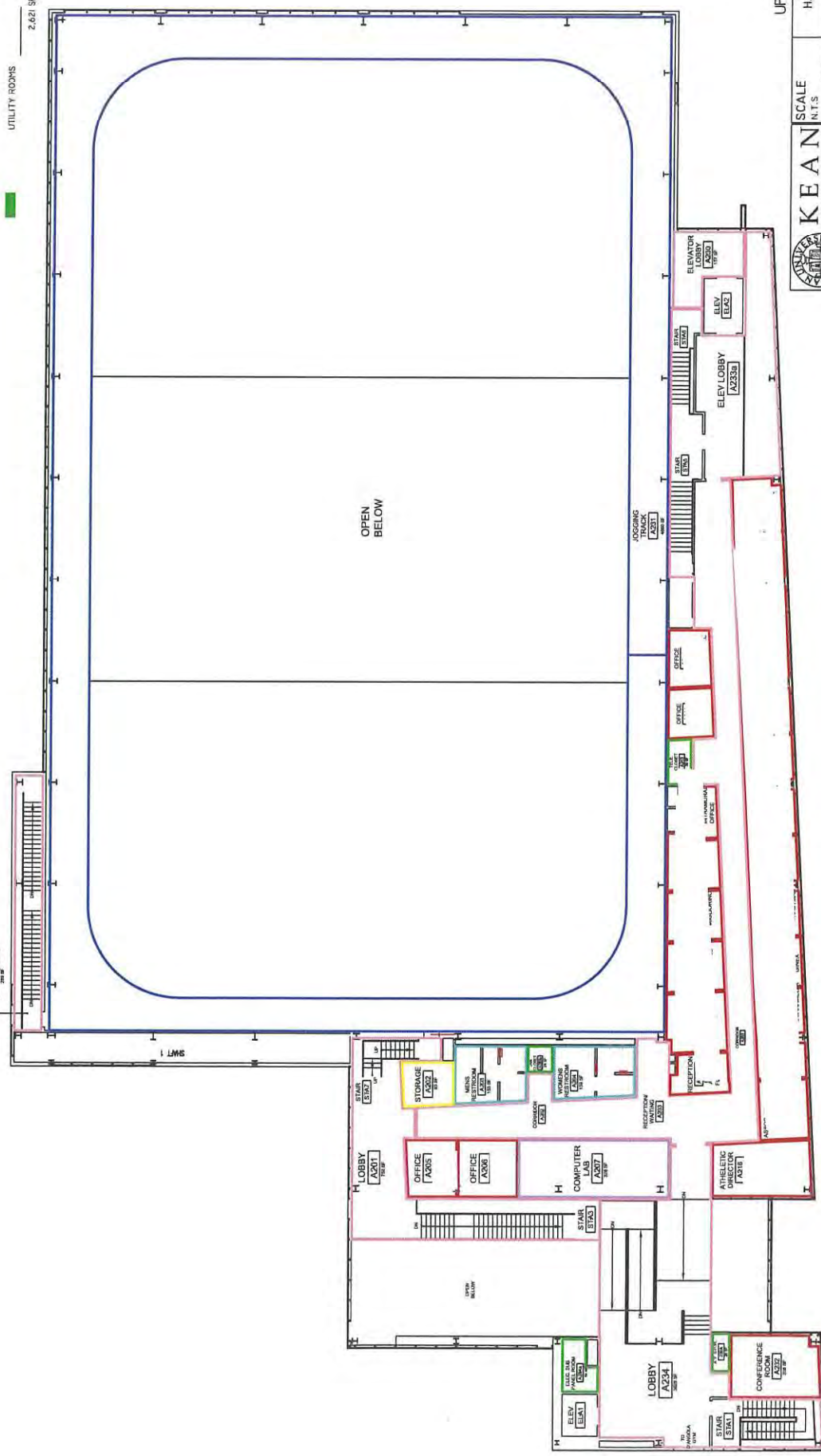
SHEET 2 OF 3



OFFICE SPACE		OTHER
ATHLETICS	2,421 SF	326 SF
CLASSROOM		4,712 SF
COMMON AREAS		4,860 SF
FITNESS AREA		312 SF
RESTROOMS		83 SF
STORAGE		146 SF
UTILITY ROOMS		
2,421 SF		10,461 SF
		13,082 NSF
		TOTAL



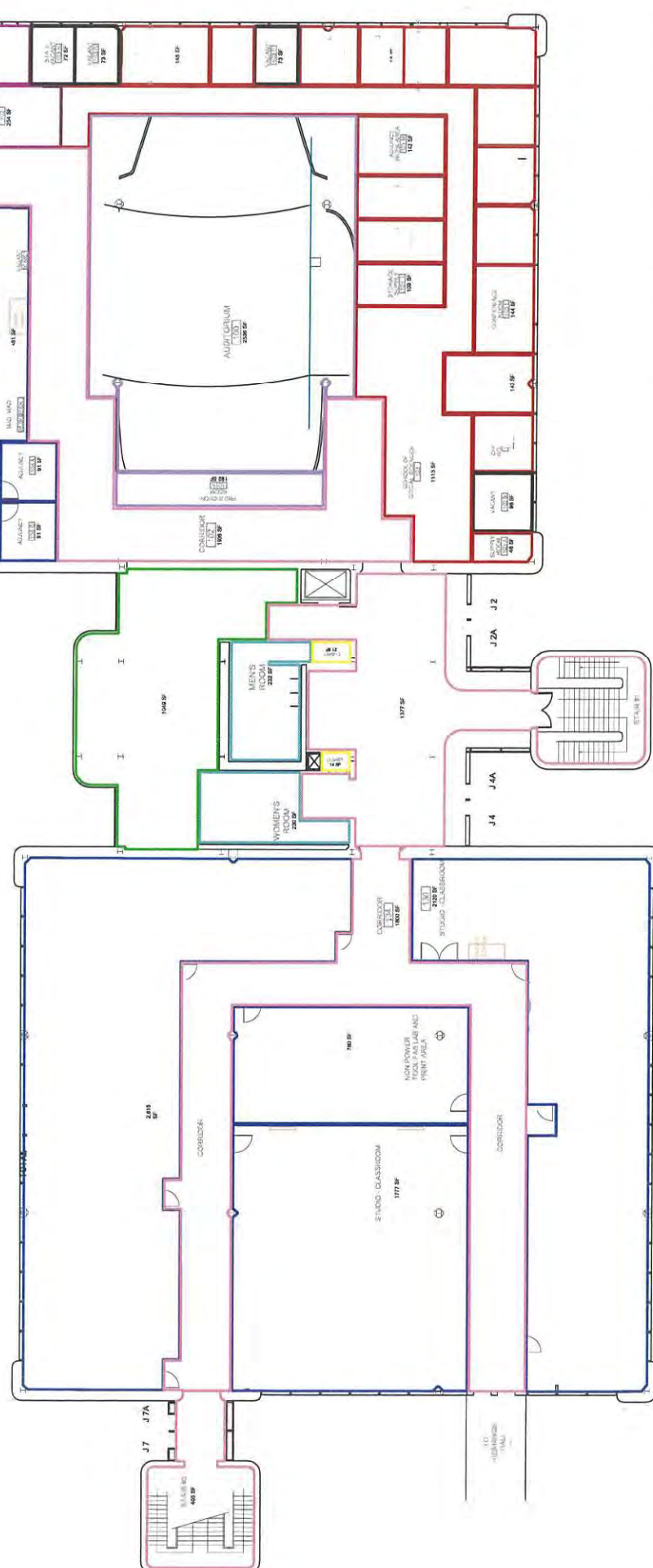
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UPDATED 9/19/13  
HARWOOD ARENA  
SECOND FLOOR  
USAGE PLAN  
SHEET 3 OF 3


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- HG SCHOOL OF PUBLIC ARCHITECTURE
  - DEPARTMENT OF AFRICANA STUDIES
  - SCHOOL OF SOCIAL SCIENCES
  - CLASSROOMS
  - COMMON AREAS
  - RESTROOMS
  - STORAGE
- OFFICE SPACE
  - OTHER



OFFICE SPACE	1,230 SF
OTHER	7,492 SF
<b>SCHOOL OF PUBLIC ARCHITECTURE</b>	
DEPARTMENT OF AFRICANA STUDIES	444 SF
SCHOOL OF SOCIAL SCIENCES	2879 SF
<b>CLASSROOMS</b>	
COMMON AREAS	2,728 SF
RESTROOMS	5,488 SF
STORAGE	462 SF
	35 SF

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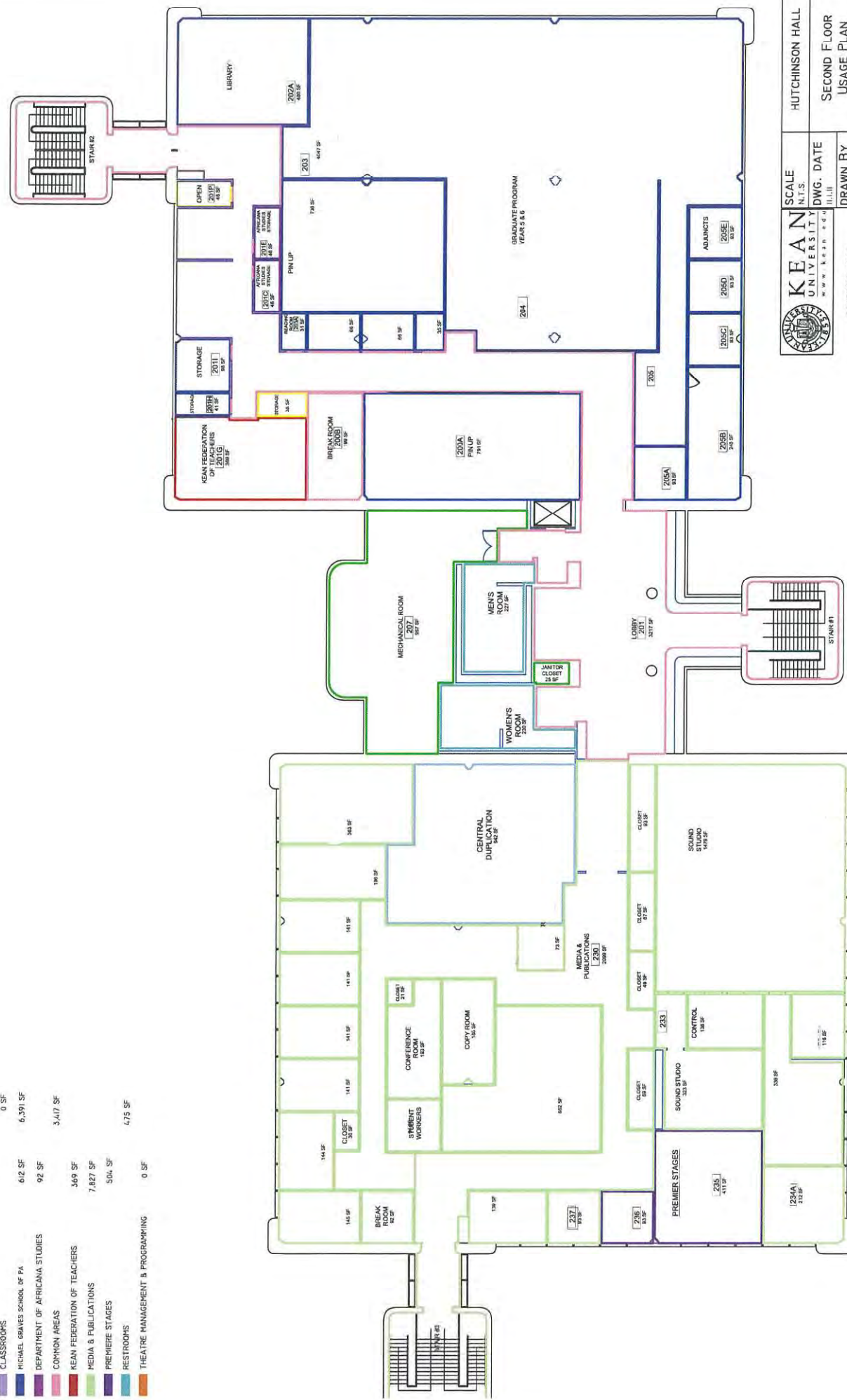
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SCALE	HUTCHINSON HALL
N.T.S.	
DWG. DATE	FIRST FLOOR
DRAWN BY	USAGE PLAN
TEF	
CHECKED BY	SHEET 1 OF 3

- CENTRAL DUPLICATION 942 SF
- CLASSROOMS 0 SF
- MICHAEL GRAYES SCHOOL OF PA 6,391 SF
- DEPARTMENT OF AFRICANA STUDIES 92 SF
- COMMON AREAS 3,417 SF
- KEAN FEDERATION OF TEACHERS 369 SF
- MEDIA & PUBLICATIONS 7,827 SF
- PREMIERE STAGES 504 SF
- RESTROOMS 475 SF
- THEATRE MANAGEMENT & PROGRAMMING 0 SF

OFFICE SPACE OTHER

- STAIR #1
- STAIR #2
- STAIR #3
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- STAIR #99
- STAIR #100



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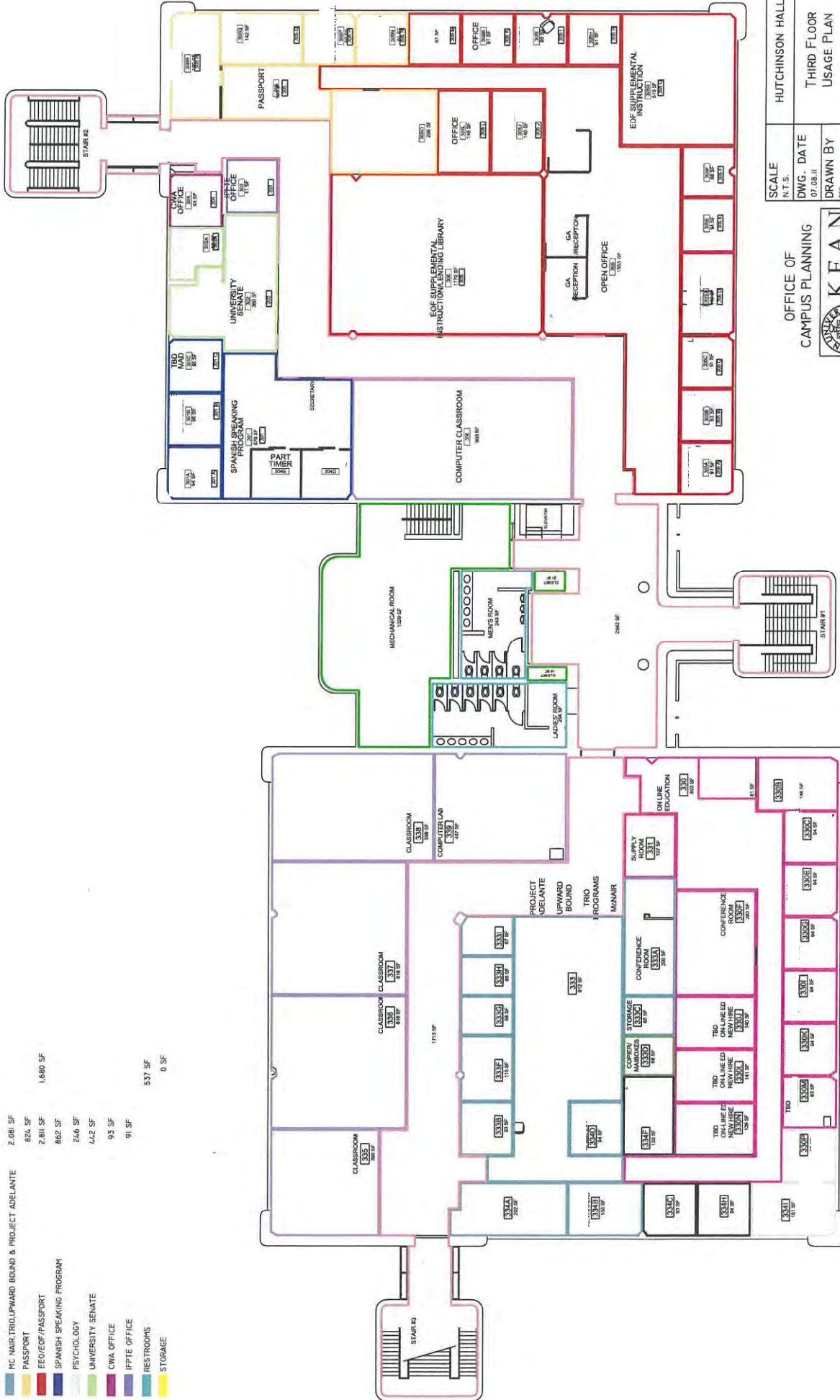
HUTCHINSON HALL  
SECOND FLOOR  
USAGE PLAN  
SHEET 2 OF 3

OFFICE OF  
CAMPUS PLANNING



**OFFICE SPACE**

- OTHER
- CLASSROOMS 3,614 SF
- COMMON AREAS 4,655 SF
- ON LINE ED 2,403 SF
- PC NAI/TRO/UPWARD BOUND & PROJECT ADELANTE 2,081 SF
- PASSPORT 824 SF
- EEO/EOF/PASSPORT 2,811 SF
- SPANISH SPEAKING PROGRAM 862 SF
- PSYCHOLOGY 246 SF
- UNIVERSITY SENATE 442 SF
- CWA OFFICE 93 SF
- IFPTE OFFICE 91 SF
- RESTROOMS 537 SF
- STORAGE 0 SF



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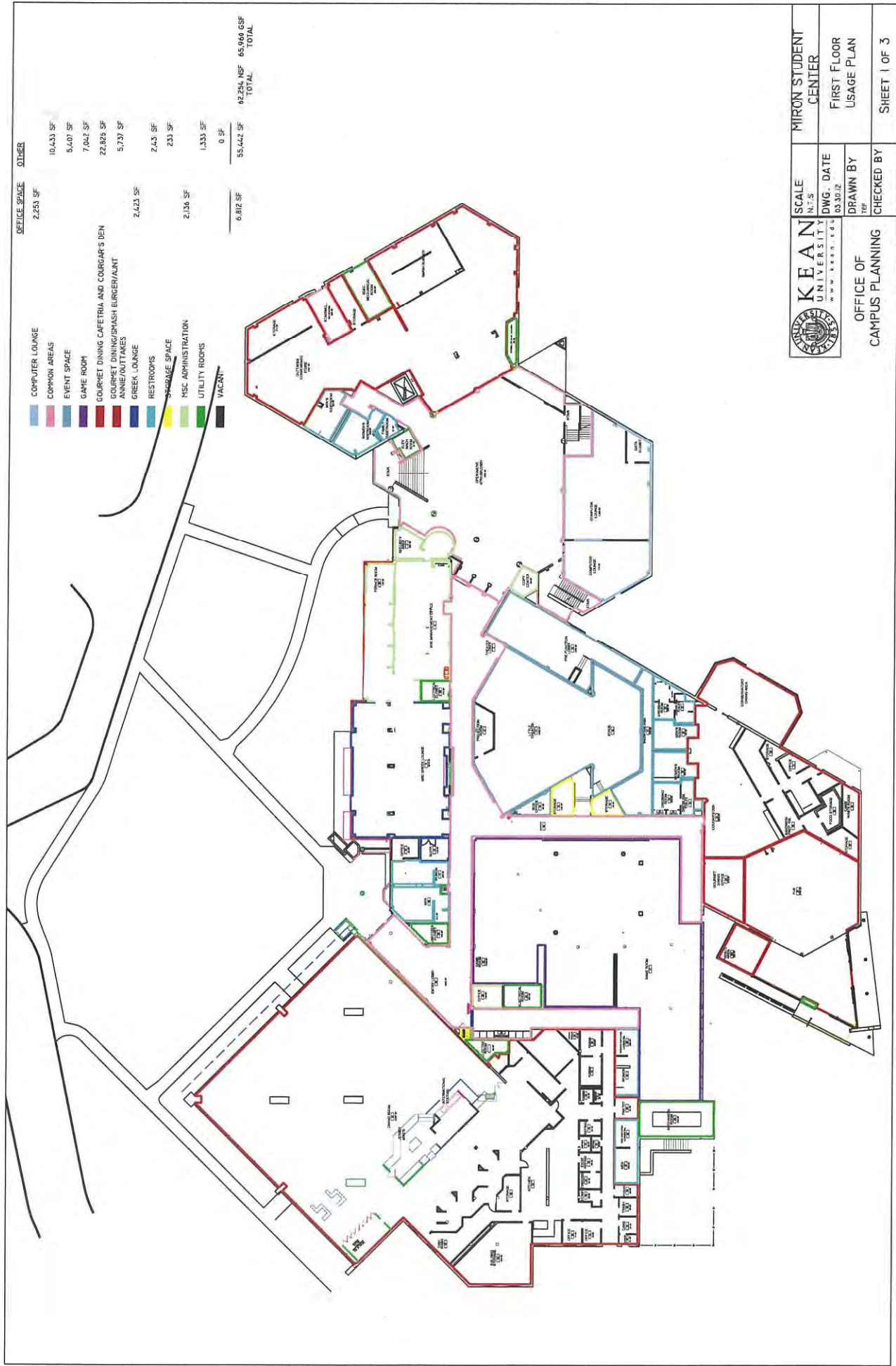
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HUTCHINSON HALL  
THIRD FLOOR  
USAGE PLAN

SHEET 3 OF 3



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	DWG. DATE	FIRST FLOOR USAGE PLAN
OFFICE OF CAMPUS PLANNING	DRAWN BY	CHECKED BY
		SHEET 1 OF 3

CENTER FOR LEADERSHIP AND SERVICE		OFFICE SPACE		OTHER	
Center for Leadership and Service	1,597 SF	Office Space	1,597 SF	Other	3,919 SF
Common Areas	785 SF	Common Areas	785 SF	Common Areas	4,869 SF
Colgars Byte	4,869 SF	Meeting Rooms	4,869 SF	Restrooms	669 SF
Meeting Rooms	669 SF	Utility Rooms	57 SF	Utility Rooms	57 SF
Restrooms	57 SF	Other	11,644 SF	Other	11,644 SF
Utility Rooms	11,644 SF	TOTAL	18,231 SF	TOTAL	18,231 SF
TOTAL	18,231 SF	TOTAL	18,231 SF	TOTAL	18,231 SF



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07.08.11

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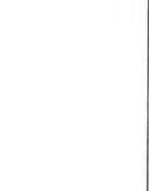
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MIRON STUDENT CENTER

SECOND FLOOR  
USAGE PLAN

SHEET 2 OF 3



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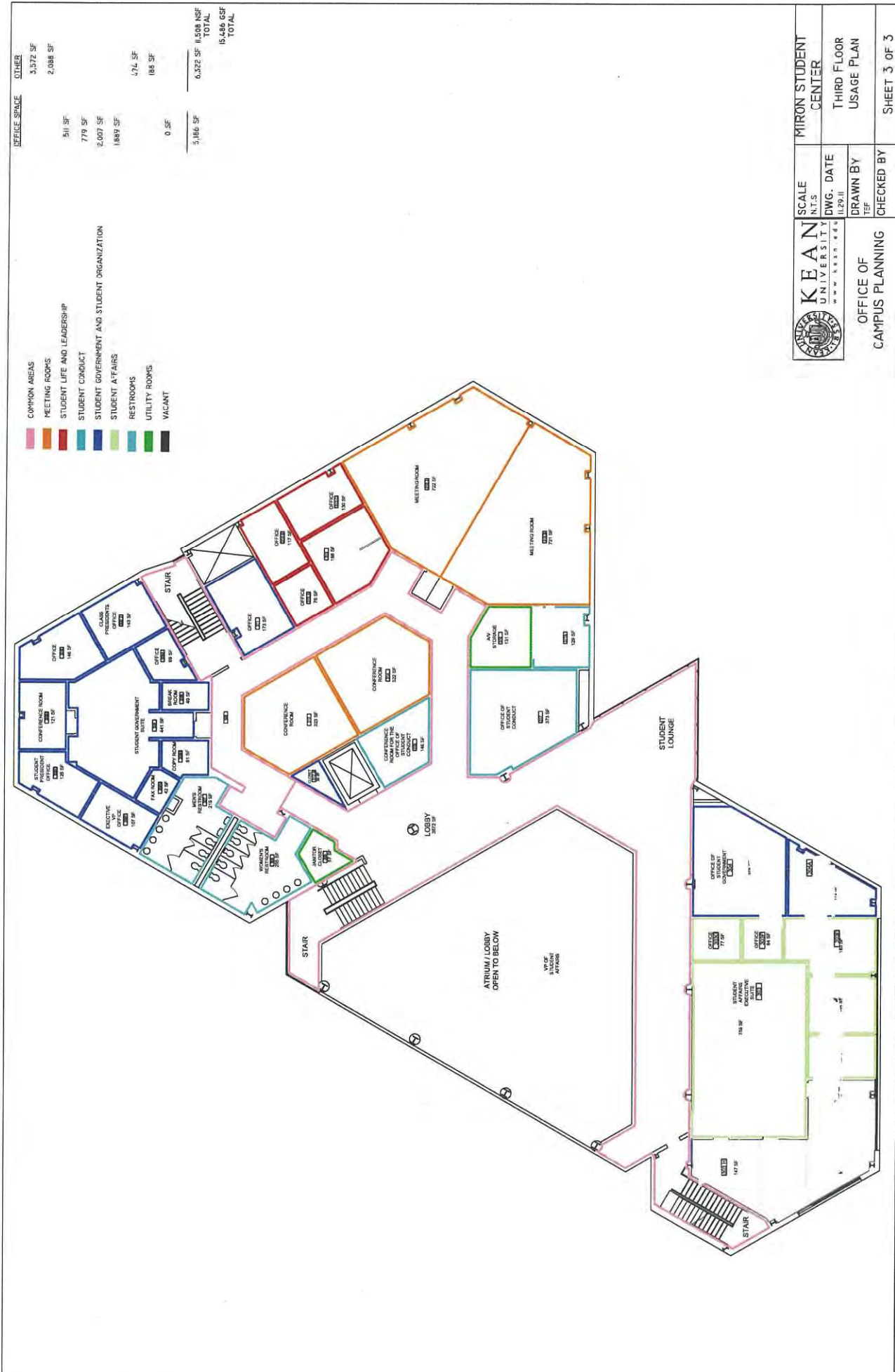
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MIRON STUDENT CENTER

SECOND FLOOR  
USAGE PLAN

SHEET 2 OF 3

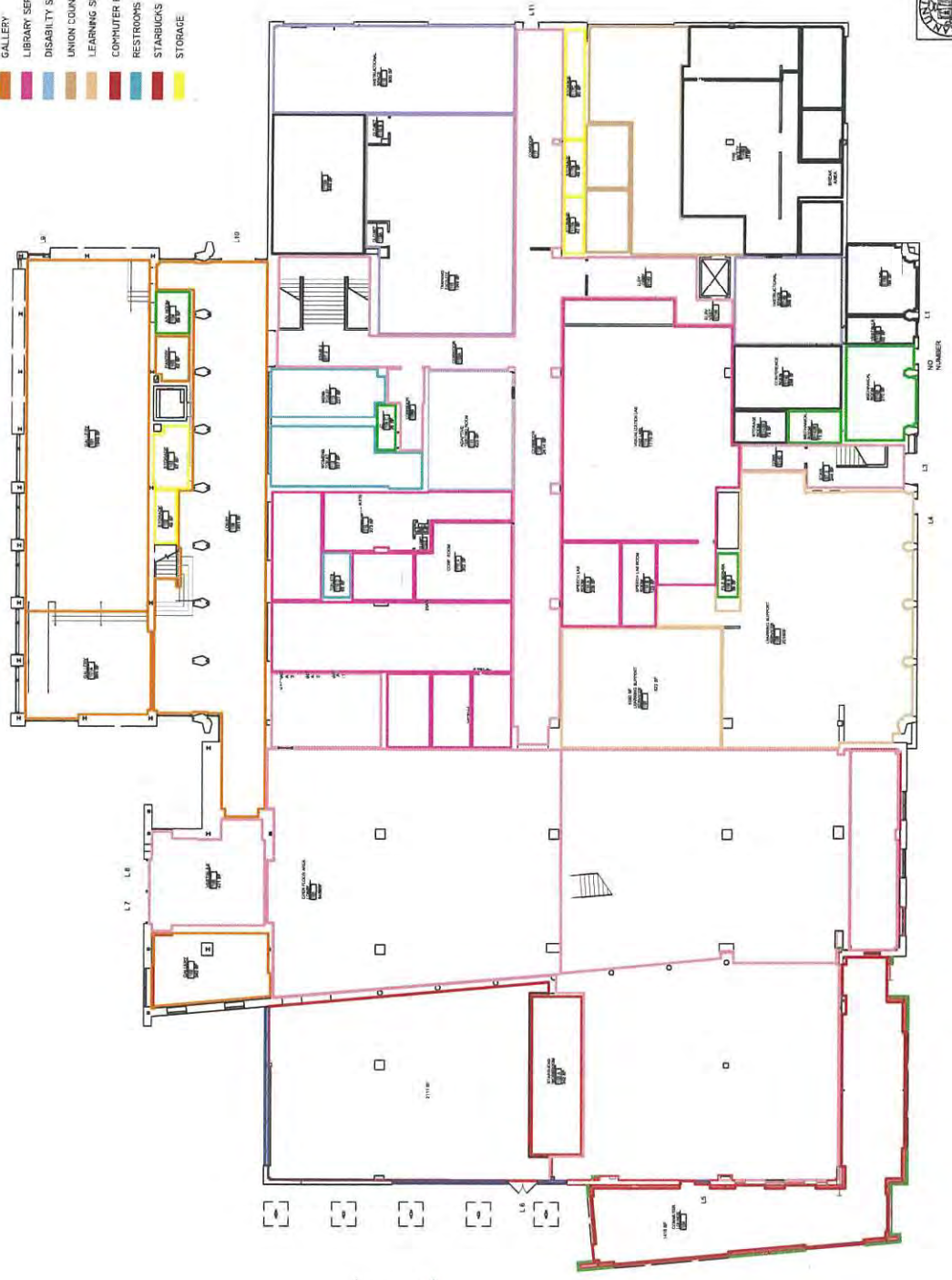





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	N.T.S.	
OFFICE OF CAMPUS PLANNING	DATE	THIRD FLOOR
	U:29.11	USAGE PLAN
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		SHEET 3 OF 3

OFFICE SPACE	
2,040 SF	OTHER
2,656 SF	2,656 SF
11,586 SF	11,586 SF
4,748 SF	4,748 SF
2,107 SF	2,107 SF
423 SF	423 SF
999 SF	999 SF
2,837 SF	2,837 SF
1,416 SF	1,416 SF
616 SF	616 SF
2,453 SF	2,453 SF
319 SF	319 SF

- FIRE SAFETY TRAINING
- CLASSROOMS
- COMMON AREAS
- GALLERY
- LIBRARY SERVICES
- DISABILITY SERVICES
- UNION COUNT VOTECH PROGRAM
- LEARNING SUPPORT SERVICES
- COMPUTER RESOURCE CENTER LOUNGE
- RESTROOMS
- STARBUCKS
- STORAGE



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	N.T.S.	LEARNING COMMONS
DWG. DATE	FIRST FLOOR	
DATE	USAGE PLAN	
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TEF	TF	
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SHEET 1 OF 3		



CLASSROOM	OFFICE SPACE	OTHER
CLASSROOM	2,135 SF	2,240 SF
COMMON AREAS	2,101 SF	5,467 SF
HOLYOCAST CENTER	620 SF	
INSTITUTE FOR HUMAN RIGHTS	201 SF	
LIBRARY SERVICES	201 SF	
GENERAL EDUCATION	859 SF	
UNION COUNTY VO TECH-NEAN PARTNERSHIP	739 SF	
W.P. LIPMAN LEARNING SUPPORT SERVICES		
LEARNING SUPPORT SERVICES		
RESTROOMS		



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N.T.S.

NANCY THOMPSON LIBRARY  
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SHEET 2 OF 3

OFFICE SPACE OTHER  
 922 SF 0 SF  
 2,600 SF  
 471 SF

CLASSROOM  
 LIBRARY SERVICES  
 COMMON AREAS  
 RESTROOMS



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SHEET 3 OF 3





**OFFICE SPACE**

ATHLETIC TRAINING	881 SF
GENETIC COUNSELING	485 SF
EVENT SPACE	94 SF
UNASSIGNED	273 SF
STORAGE	6,171 SF
CLASSROOMS	866 SF
TECHNICAL CLASSROOMS	4,333 SF
COMMON AREAS	86 SF
RESTROOMS	2,591 SF
UTILITY ROOMS	12,831 SF
<b>INTERIOR SPACE TOTAL</b>	<b>15,362 NSF (INTERIOR)</b>

**OTHER**

ATHLETIC TRAINING	881 SF
GENETIC COUNSELING	485 SF
EVENT SPACE	94 SF
UNASSIGNED	273 SF
STORAGE	6,171 SF
CLASSROOMS	866 SF
TECHNICAL CLASSROOMS	4,333 SF
COMMON AREAS	86 SF
RESTROOMS	2,591 SF
UTILITY ROOMS	12,831 SF
<b>INTERIOR SPACE TOTAL</b>	<b>15,362 NSF (INTERIOR)</b>



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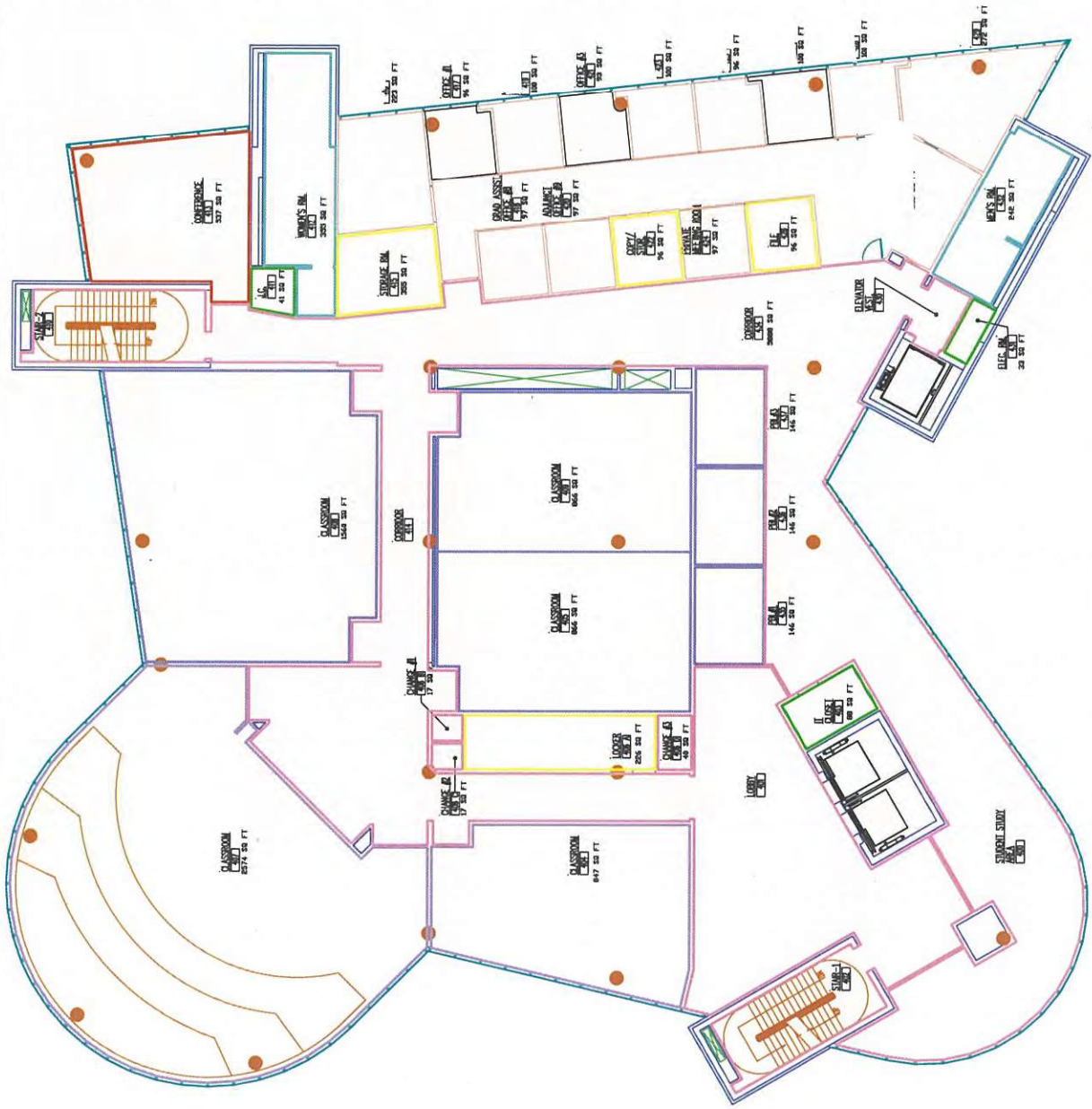
**OFFICE SPACE**

NURSING	2,028 SF	OTHER	17,275 NSF TOTAL
EVENTS	545 SF		
UNASSIGNED	360 SF		
STORAGE	584 SF		
CLASSROOMS	3,420 SF		
CLINICAL CLASSROOMS	3,423 SF		
COMMON AREAS	155 SF		
RESTROOMS	653 SF		
UTILITY ROOMS	162 SF		
	3,543 SF		



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- PHYSICAL THERAPY**
- UNASSIGNED
  - EVENT SPACE
  - STORAGE
  - CLASSROOMS
  - CLINICAL CLASSROOMS
  - COMMON AREAS
  - RESTROOMS
  - UTILITY ROOMS

**OFFICE SPACE**

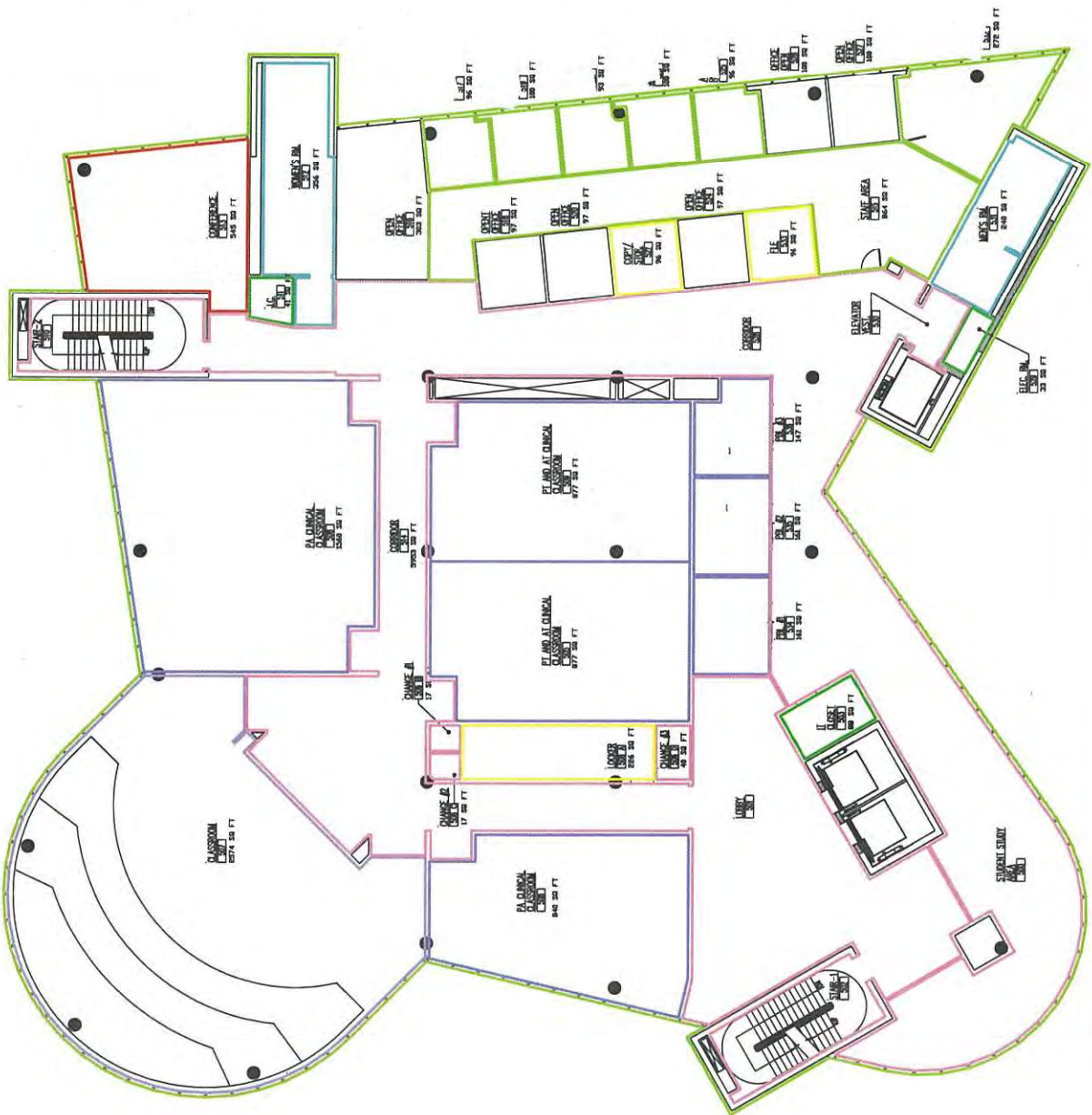
2,043 SF
289 SF
337 SF
175 SF
3,421 SF
3,750 SF
5,982 SF
977 SF
182 SF
15,822 SF
17,514 NSF
TOTAL

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	DWG. DATE	FOURTH FLOOR
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OFFICE SPACE

PHYSICIAN ASSISTANT STUDIES	1,621 SF	OTHER	543 SF
EVENT SPACE	2,574 SF	CLASSROOMS	4,623 SF
CLINICAL CLASSROOMS	419 SF	STORAGE	6,027 SF
COMMON AREAS	596 SF	RESTROOMS	163 SF
UTILITY ROOMS	794 SF	UNASSIGNED	14,946 SF
TOTAL	2,415 SF	TOTAL	17,361 NSF

- PHYSICIAN ASSISTANT STUDIES
- EVENT SPACE
- CLASSROOMS
- CLINICAL CLASSROOMS
- STORAGE
- COMMON AREAS
- RESTROOMS
- UTILITY ROOMS
- UNASSIGNED

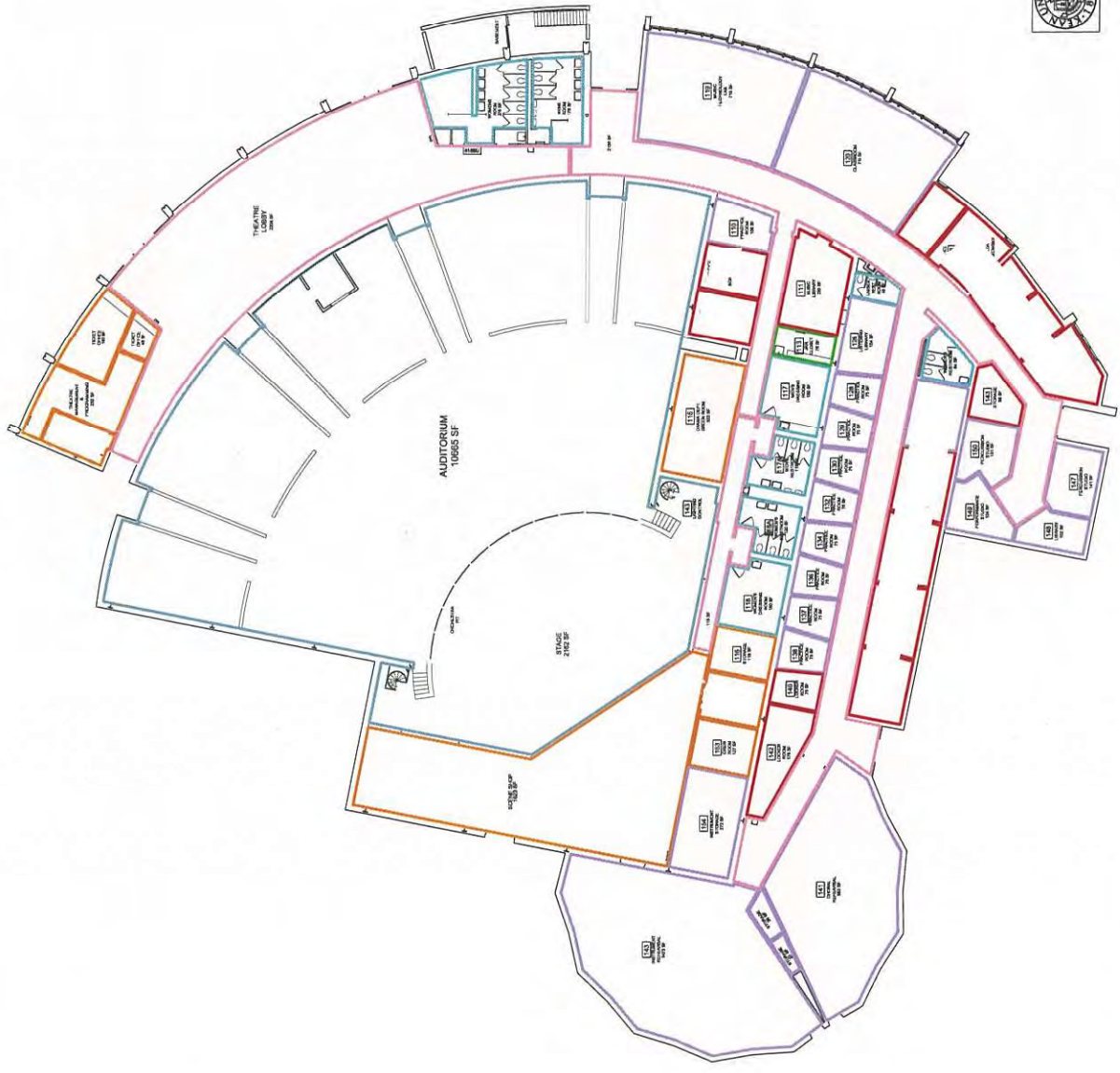


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	DWG. DATE	FIFTH FLOOR
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	CHECKED BY	SHEET 5 OF 6





OFFICE SPACE		OTHER
CLASSROOMS	5,726 SF	
COMMON AREAS	4,478 SF	
EVENT SPACE	10,665 SF	
MUSIC DEPARTMENT	6,066 SF	
RESTROOMS	1,187 SF	
THEATRE DEPARTMENT	2,849 SF	
UTILITY ROOMS	76 SF	
	4,955 SF	27,090 NSF TOTAL



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WILKINS THEATRE  
 FIRST FLOOR  
 USAGE PLAN  
 SHEET 1 OF 1



	OFFICE SPACE	OTHER
ACADEMIC AFFAIRS/OFFICE OF THE PROVOST	3,254 SF	
INSTITUTIONAL EFFECTIVENESS	982 SF	
CLASSROOMS		542 SF
COMMON AREAS	353 SF	5,846 SF
ENROLLMENT MANAGEMENT STORAGE	538 SF	
FINANCIAL OPERATIONS	395 SF	
INSTITUTIONAL RESEARCH	1,072 SF	
OFFICE OF DIVERSITY, EQUITY AND AFFIRMATIVE ACTION	2,271 SF	
OFFICE OF RESEARCH AND SPONSORED PROGRAMS	1,818 SF	
LEGAL OFFICES	1,278 SF	
RESTROOMS		902 SF
STORAGE SPACE		35 SF
UTILITY ROOMS		464 SF
VACANT	2,583 SF	
	13,524 SF	7,769 SF
		21,313 NSF TOTAL



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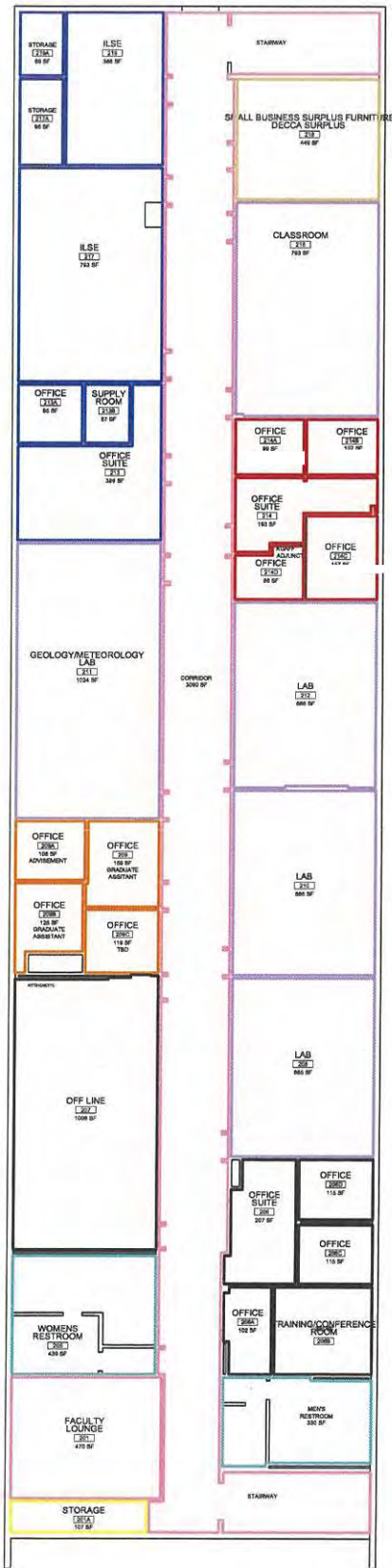
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TOWNSEND HALL


FIRST FLOOR  
USAGE PLAN

SHEET 1 OF 2





	OFFICE SPACE	OTHER
CLASSROOMS		3,854 SF
COMMON AREAS		3,560 SF
KUAFF	637 SF	
HEALTH INFORMATION MANAGEMENT PROGRAM	509 SF	
INSTITUTE FOR LIFE SCIENCES (ILSE)	1,860 SF	
DECA	300 SF	
SMALL BUSINESS	149 SF	
RESTROOMS		769 SF
STORAGE SPACE		107 SF
VACANT	760 SF	1,008 SF
	4,215 SF	9,298 SF
		13,513 NSF TOTAL

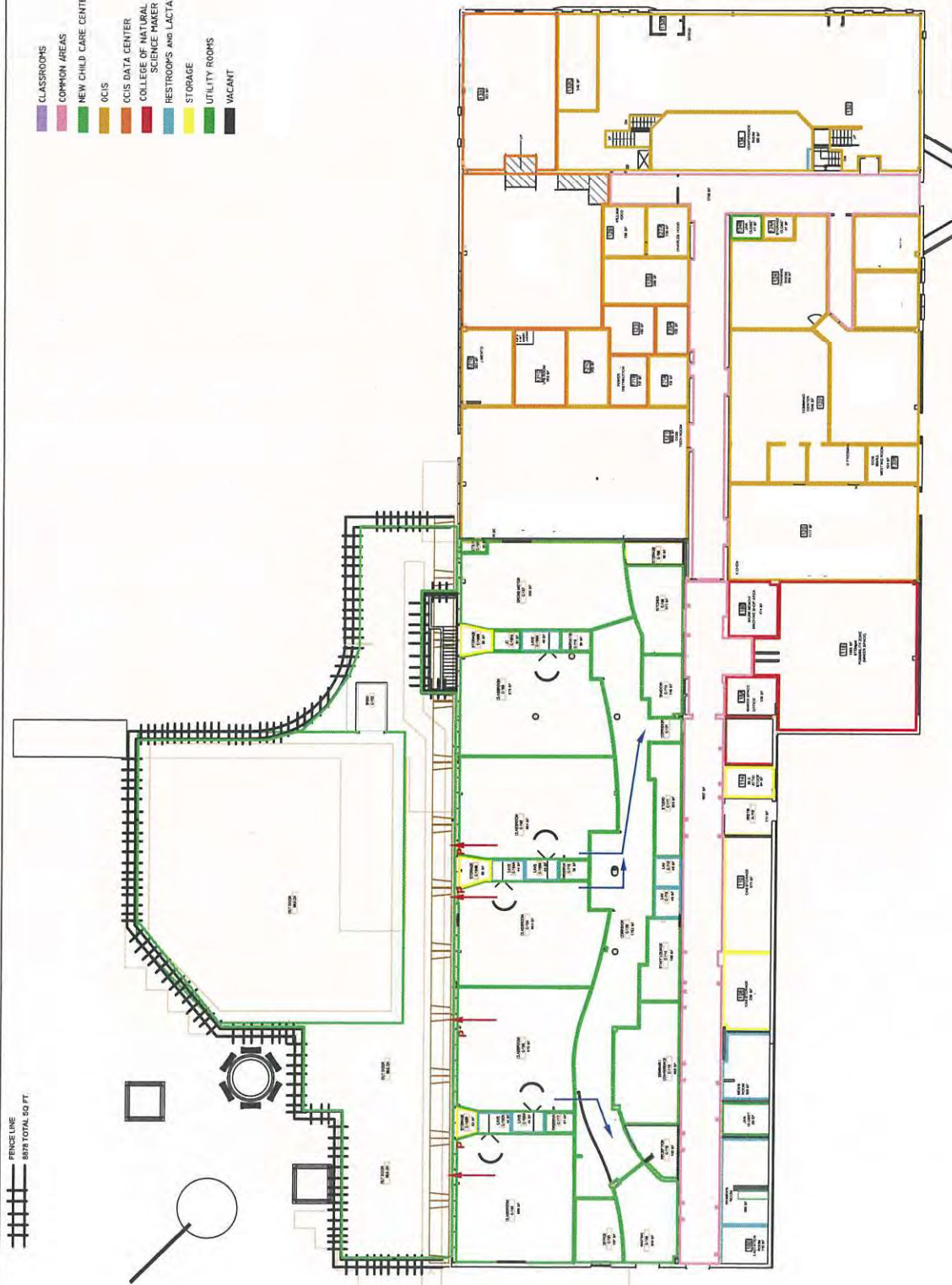
 <b>KEAN UNIVERSITY</b> <small>www.kean.edu</small>	SCALE N.T.S.	TOWNSEND HALL
	DWG. DATE 07.08.11	SECOND FLOOR USAGE PLAN
	DRAWN BY	
	CHECKED BY	SHEET 2 OF 2


OFFICE OF  
CAMPUS PLANNING

FENCE LINE  
4819 TOTAL SQ. FT.

- CLASSROOMS
- COMMON AREAS
- NEW CHILD CARE CENTER
- OCIS
- CCIS DATA CENTER
- COLLEGE OF NATURAL AND APPLIED SCIENCE MAKER SPACE
- RESTROOMS AND LACTATION ROOM
- STORAGE
- UTILITY ROOMS
- VACANT

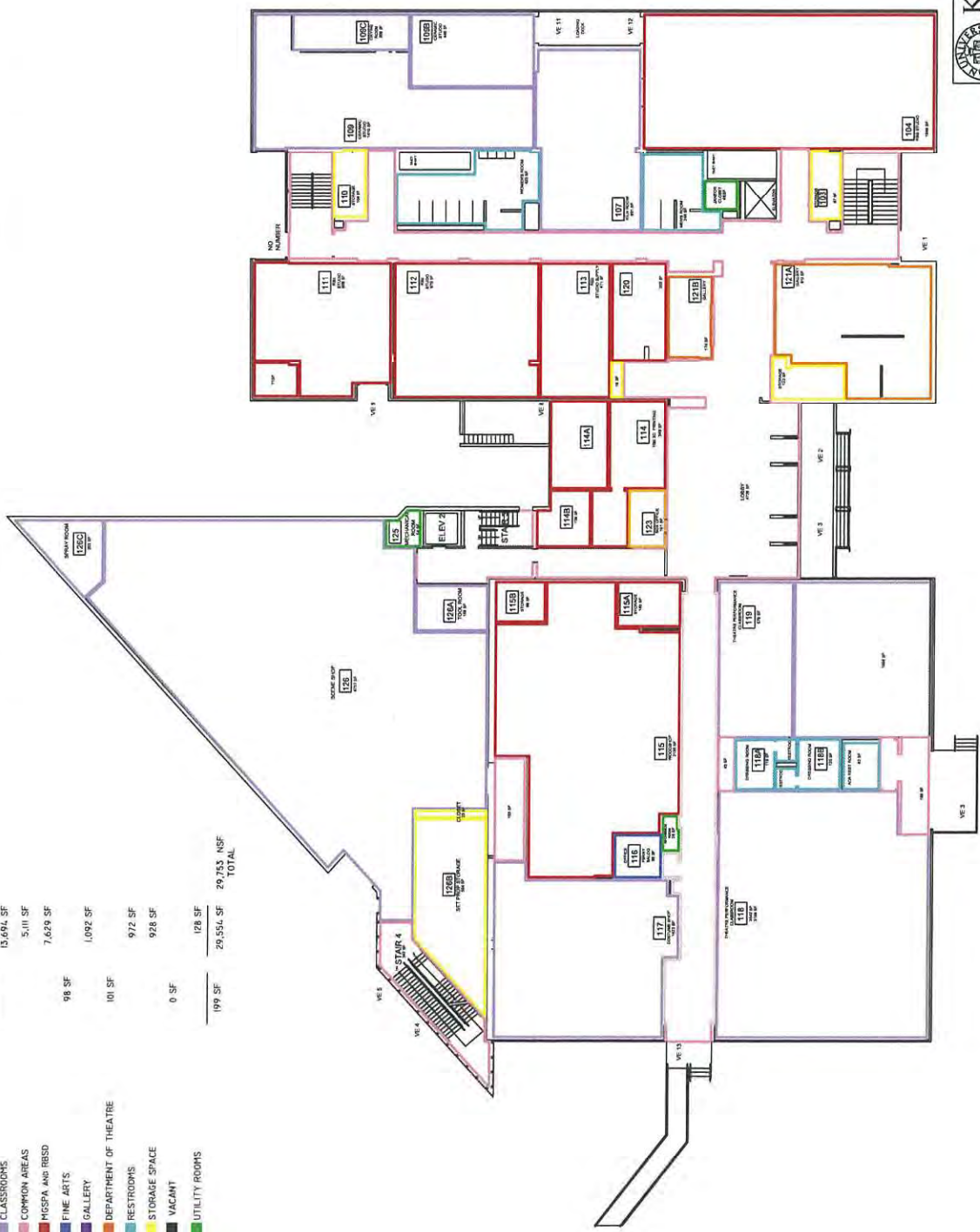
- OFFICE SPACE
  - OTHER
- |           |                |
|-----------|----------------|
| 0 SF      | 0 SF           |
| 3,515 SF  | 2,968 SF       |
| 9,591 SF  | 1,567 SF       |
| 10,740 SF | 119 SF         |
| 275 SF    | 968 SF         |
| 0 SF      | 200 SF         |
| 12,102 SF | 18,629 SF      |
|           | 30,731 NSF     |
|           | TOTAL INTERIOR |



 <b>KEAN UNIVERSITY</b> <small>WWW.KEAN.EDU</small>	SCALE N.T.S.	TECHNOLOGY BUILDING
	DWG. DATE 03.08.12	FIRST FLOOR USAGE PLAN
DRAWN BY TEF		CHECKED BY
OFFICE OF CAMPUS PLANNING		SHEET 1 OF 1

CLASSROOMS	OFFICE SPACE	OTHER
13,694 SF	999 SF	128 SF
5,111 SF	29,554 SF	29,753 NSF TOTAL
7,629 SF		
98 SF		
1,092 SF		
972 SF		
928 SF		
0 SF		

- CLASSROOMS
- COMMON AREAS
- MSPA AND RSD
- FINE ARTS
- GALLERY
- DEPARTMENT OF THEATRE
- RESTROOMS
- STORAGE SPACE
- VACANT
- UTILITY ROOMS



UPDATED 6-3-21

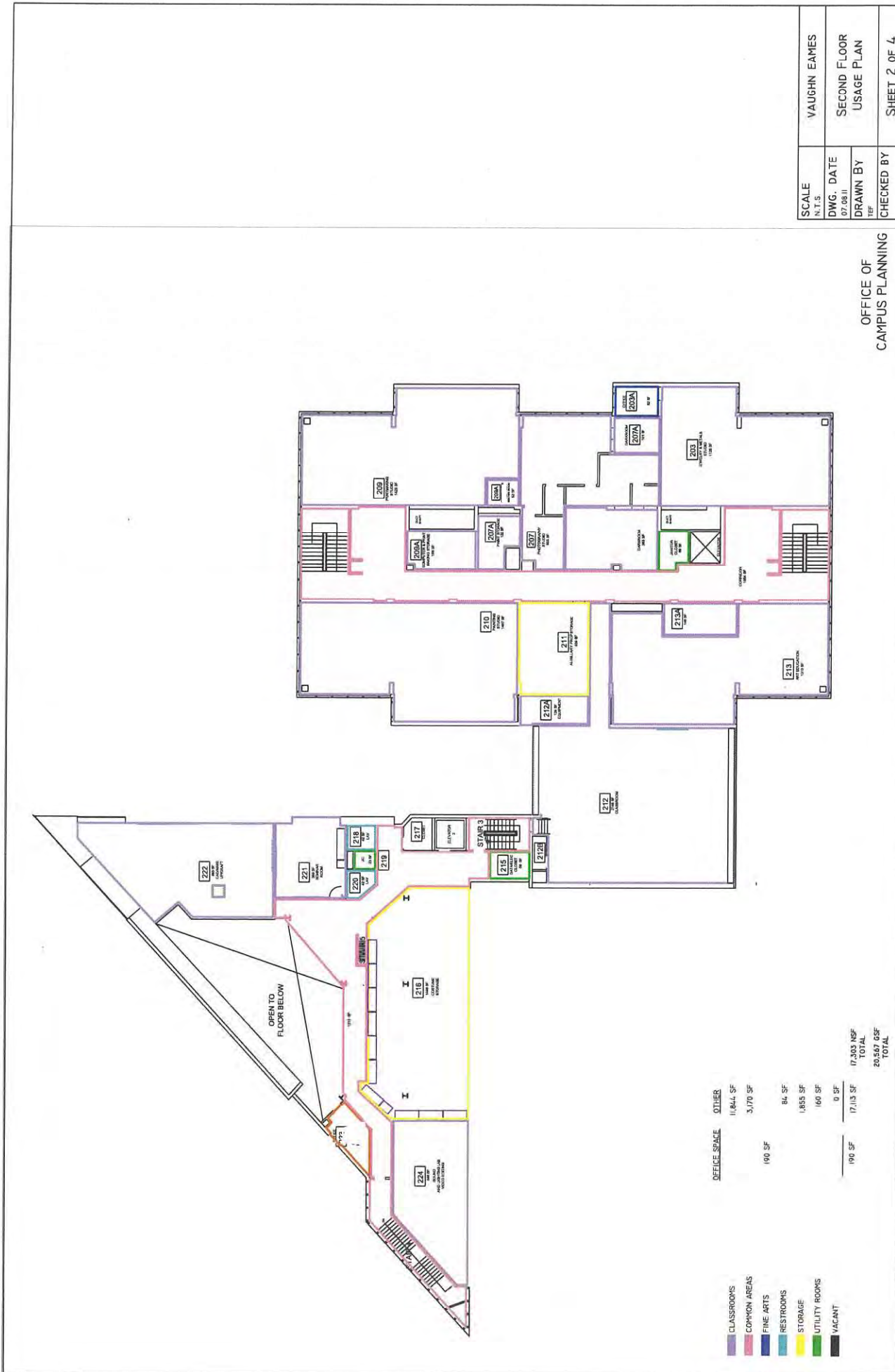


SCALE: N.T.S.  
 DWG. DATE: 07/08/11  
 DRAWN BY: TEF  
 CHECKED BY:

VAUGHN EAMES  
 FIRST FLOOR  
 USAGE PLAN  
 SHEET 1 OF 4

OFFICE OF  
 CAMPUS PLANNING



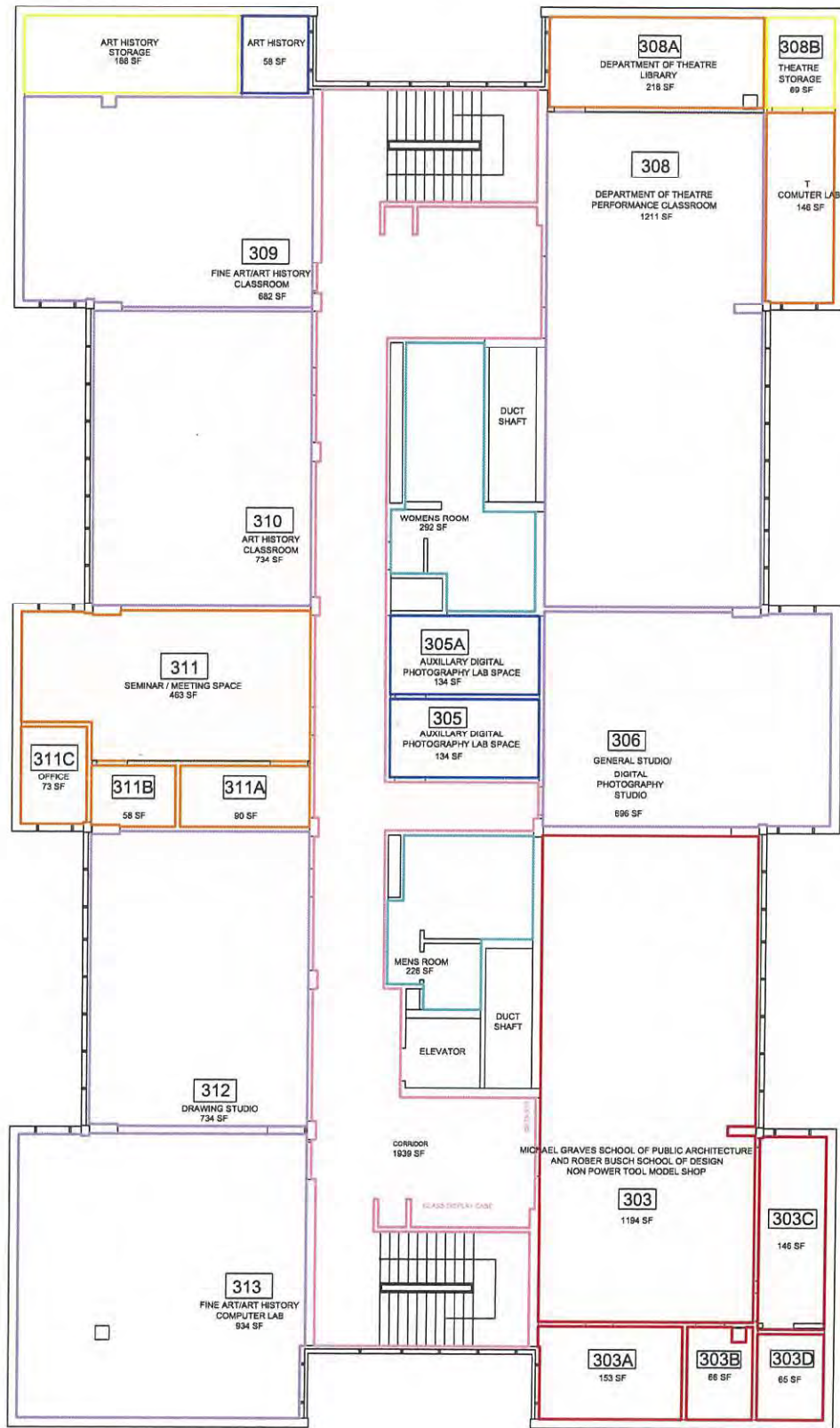


- CLASSROOMS
- COMMON AREAS
- FINE ARTS
- RESTROOMS
- STORAGE
- UTILITY ROOMS
- VACANT


OFFICE SPACE	OTHER	TOTAL
190 SF	11,844 SF	12,034 SF
	3,170 SF	15,204 SF
	84 SF	15,288 SF
	1,855 SF	17,143 SF
	160 SF	17,303 SF
	0 SF	17,303 SF
		20,567 SF
		TOTAL

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CAMPUS PLANNING

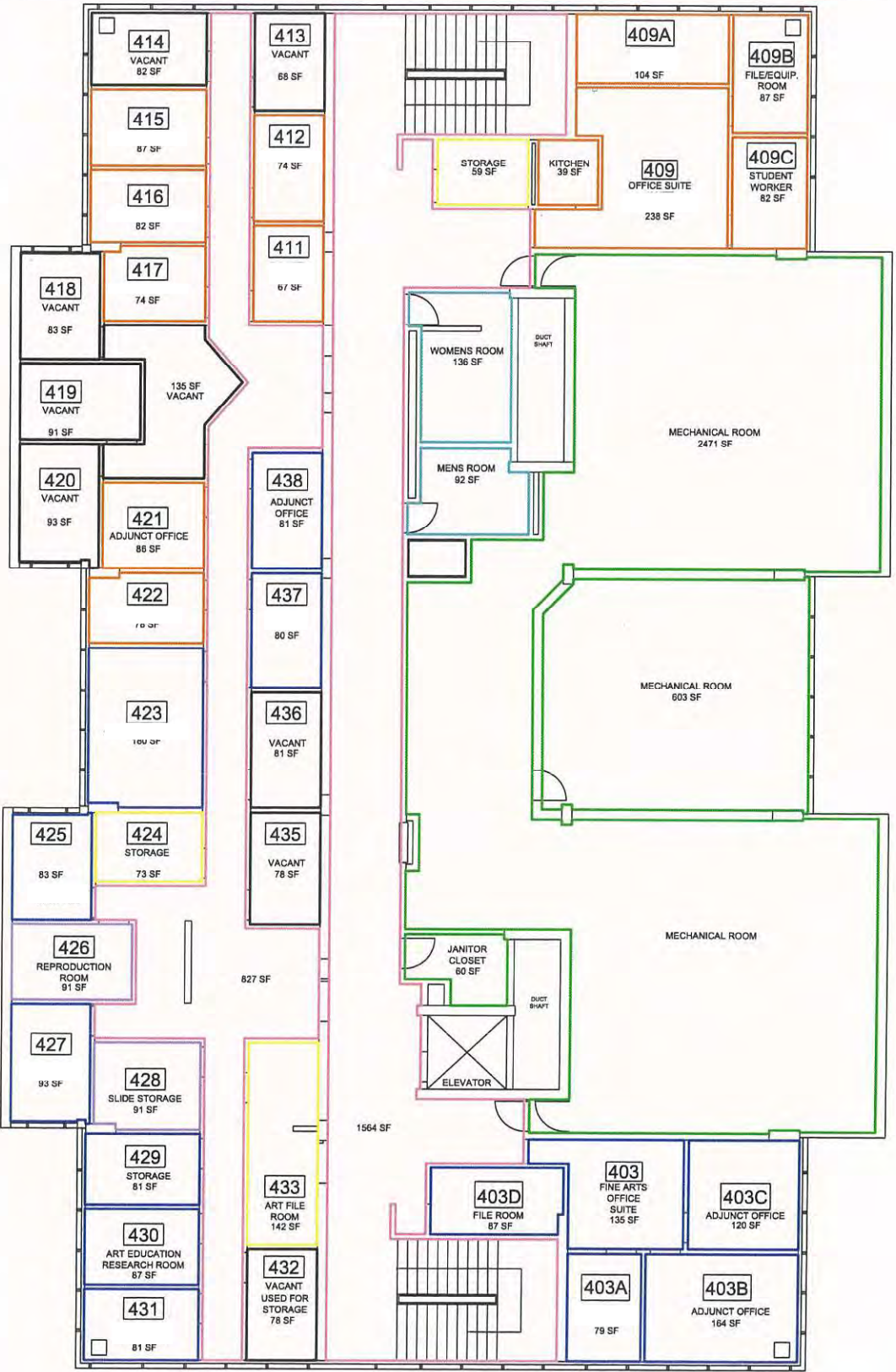
SCALE N.T.S.	VAUGHN EAMES
DWG. DATE 07/08/11	SECOND FLOOR USAGE PLAN
DRAWN BY TEF	CHECKED BY
	SHEET 2 OF 4



	OFFICE SPACE	OTHER	
CLASSROOMS		4,991 SF	
COMMON AREAS		1,939 SF	
RESTROOMS		518 SF	
STORAGE		257 SF	
VACANT	0 SF		
THEATRE DEPARTMENT	1,048 SF		
MCSPA AND RBSD	1,624 SF		
FINE ARTS	326 SF		
	2,998 SF	7,705 SF	10,703 NSF TOTAL


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	DWG. DATE 07.08.11	THIRD FLOOR USAGE PLAN
OFFICE OF CAMPUS PLANNING	DRAWN BY M.VALOURA	CHECKED BY M.VALOURA
		SHEET 3 OF 4





	OFFICE SPACE	OTHER
CLASSROOMS	182 SF	
COMMON AREAS		2,391 SF
FINE ARTS	1,351 SF	228 SF
RESTROOMS		789 SF
VACANT		274 SF
STORAGE		1,098 SF
THEATRE DEPARTMENT		

UPDATED 12-11-17


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SCALE N.T.S.	DRAWN BY M. VALOURA
DWG. DATE 07.08.11	
CHECKED BY M. VALOURA	

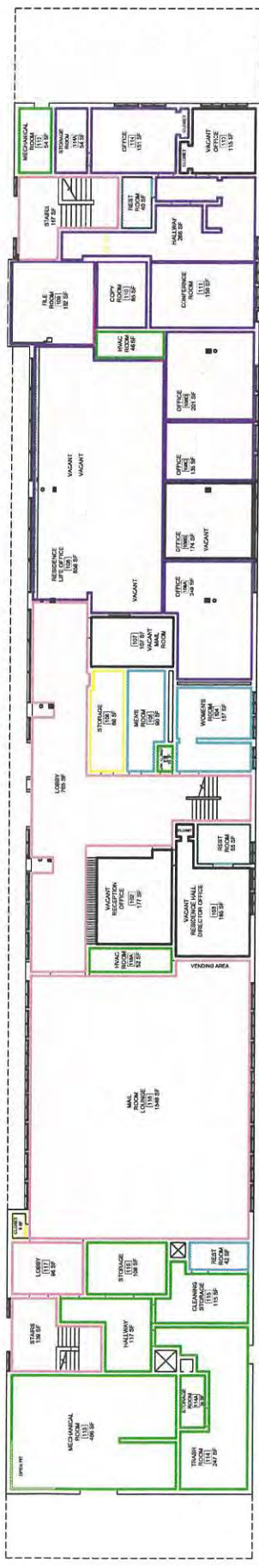
VAUGHN EAMES
FOURTH FLOOR USAGE PLAN
SHEET 4 OF 4

**COMMON AREAS**  
**RESIDENCE LIFE**  
**RESTROOMS**  
**STORAGE**  
**UTILITY ROOMS**

**OFFICE SPACE**

OTHER  
 2,773 SF  
 2,335 SF  
 342 SF  
 98 SF  
 1,269 SF

7,512 NSF  
 TOTAL  
 8,643 GSF  
 TOTAL



**SCALE**  
 N.T.S.  
**DWG. DATE**  
 07/08/11  
**DRAWN BY**  
 TEF  
**CHECKED BY**

WHITEMAN HALL

FIRST FLOOR  
USAGE PLAN

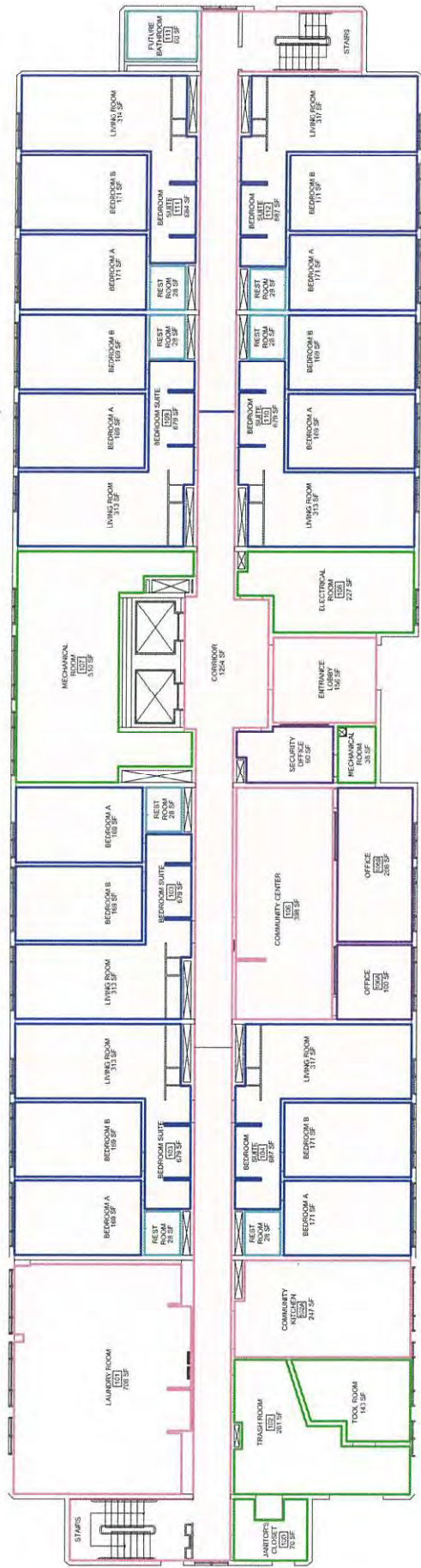
SHEET 1 OF 4

OFFICE OF  
 CAMPUS PLANNING

OFFICE SPACE OTHER  
 4,578 SF  
 2,972 SF

396 SF  
 756 SF

- BEDROOM SUITES
- COMMON AREAS
- RESIDENCE LIFE
- RESTROOMS



SCALE: N.T.S.  
 DWG. DATE: 07.08.11  
 DRAWN BY: M.VALDERRA  
 CHECKED BY: M.VALDERRA

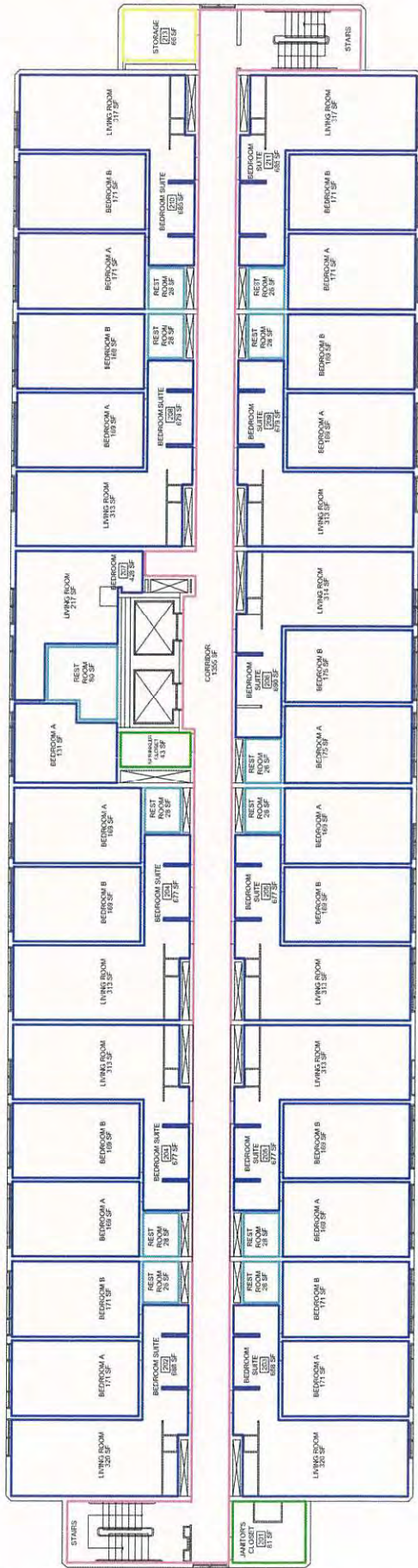
OFFICE OF  
 CAMPUS PLANNING

SOZIO HALL  
 FIRST FLOOR  
 USAGE PLAN  
 SHEET 1 OF 2



**OFFICE SPACE**  
 OTHER 7,389 SF  
 1,355 SF  
 378 SF  
 66 SF

**BEDROOM SUITES**  
 COMMON AREAS  
 RESTROOMS  
 STORAGE

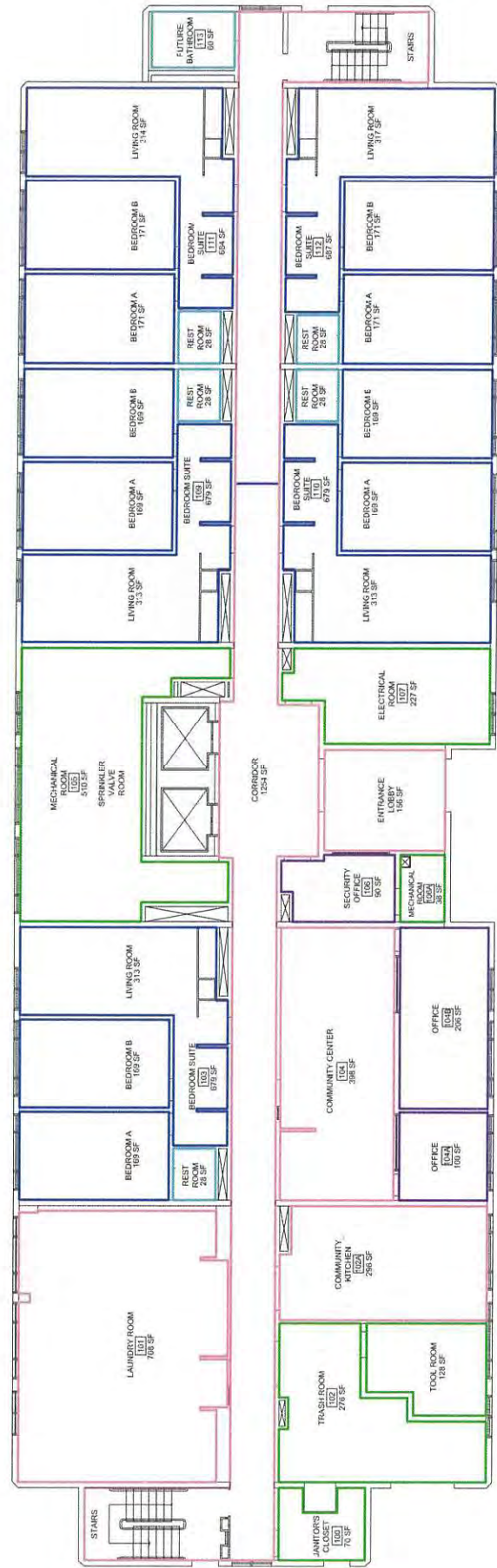


 <b>KEENAN UNIVERSITY</b> <small>www.keenan.edu</small>	SCALE	SOZIO HALL
	N.T.S.	
	DWG. DATE	SECOND THRU SIXTH FLOOR USAGE PLAN
	DRAWN BY	M. VALDERRA
OFFICE OF CAMPUS PLANNING	CHECKED BY	M. VALDERRA
		SHEET 2 OF 2

OFFICE SPACE  
 3,268 SF  
 2,814 SF  
 396 SF  
 200 SF

OTHER  
 3,268 SF  
 2,814 SF  
 396 SF  
 200 SF

■ BEDROOM SUITES  
 ■ COMMON AREAS  
 ■ RESIDENCE LIFE  
 ■ RESTROOMS



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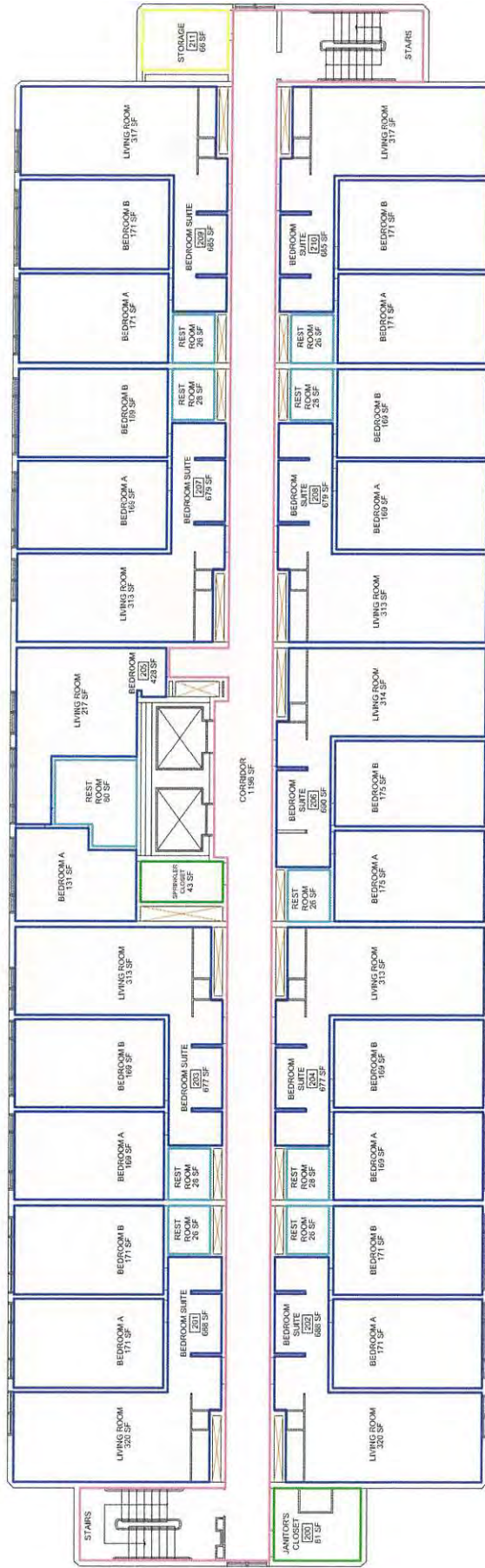
OFFICE OF  
 CAMPUS PLANNING

SCALE	N.T.S.	BARTLETT HALL
DWG. DATE	07.08.11	FIRST FLOOR USAGE PLAN
DRAWN BY	M. VALDEIRA	
CHECKED BY	M. VALDEIRA	SHEET 1 OF 2



OFFICE SPACE OTHER  
 6,089 SF  
 1,198 SF  
 322 SF  
 66 SF  
 124 SF  
 7,799 NSF  
 TOTAL

■ BEDROOM SUITES  
■ COMMON AREAS  
■ RESTROOMS  
■ STORAGE  
■ UTILITY ROOMS



SCALE: N.T.S.  
 DWG. DATE: 07.28.11  
 DRAWN BY: P. VALDEORA  
 CHECKED BY: P. VALDEORA  
 OFFICE OF CAMPUS PLANNING

BARTLETT HALL  
 SECOND THRU SIXTH  
 FLOOR USAGE PLAN  
 SHEET 2 OF 2

- BEDROOM SUITES 959 SF
- COMMON AREAS 8,894 SF
- GOURMET DINING 10,795 SF
- RESIDENCE LIFE 677 SF
- RESTROOMS 1,668 SF
- STORAGE 198 SF

OFFICE SPACE

- OFFICE SUITE 959 SF
- OFFICE COMMON 8,894 SF
- OFFICE DINING 10,795 SF
- OFFICE LIFE 677 SF
- OFFICE RESTROOMS 1,668 SF
- OFFICE STORAGE 198 SF



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SCALE: N.T.S.  
 DWG. DATE: 07.08.11  
 DRAWN BY: M. VALCOURA  
 CHECKED BY: M. VALCOURA

UPPERCLASS HALL  
 FIRST FLOOR  
 USAGE PLAN  
 SHEET | OF 2

OFFICE SPACE	OTHER
0 SF	10,674 SF
	3,342 SF
	920 SF
	398 SF
	15,334 SF
	TOTAL

BEDROOM SUITES
COMMON AREAS
RESTROOMS
UTILITY ROOMS



OFFICE OF  
CAMPUS PLANNING

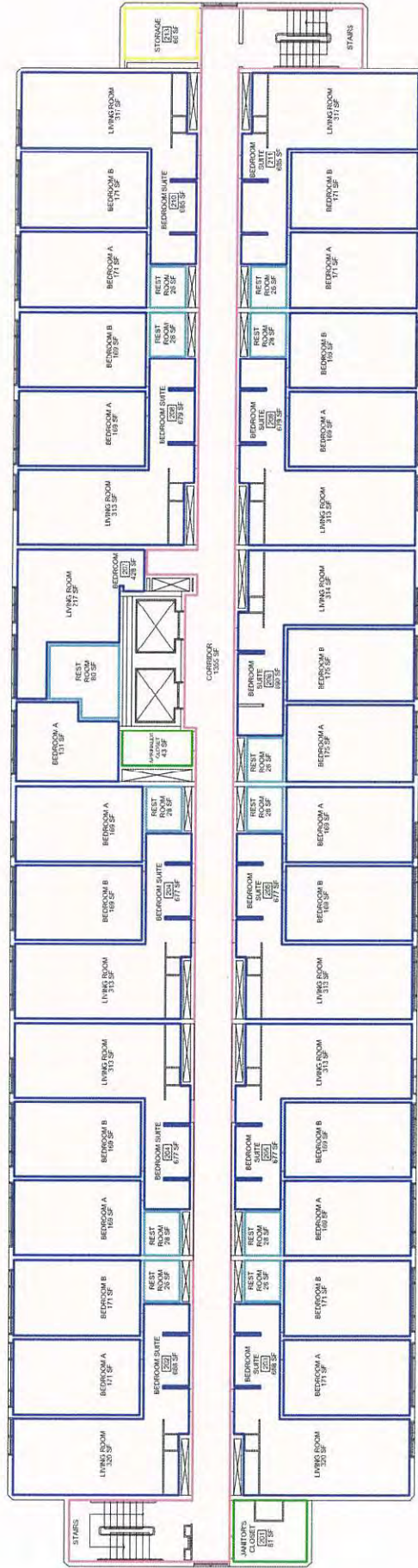
SCALE  
IN 1/8"  
DWG. DATE  
07.08.11  
DRAWN BY  
M. VALDEIRA  
CHECKED BY  
M. VALDEIRA

UPPERCLASS HALL  
TYPICAL FLOOR  
USAGE PLAN  
SHEET 2 OF 2





OFFICE SCALE		OTHER
BEEDROOM SUITES	7,369 SF	
COMMON AREAS	1,352 SF	
RESTROOMS	378 SF	
STORAGE	66 SF	
UTILITY ROOMS	124 SF	
	0 SF	9,312 SF
		TOTAL



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 CAMPUS PLANNING

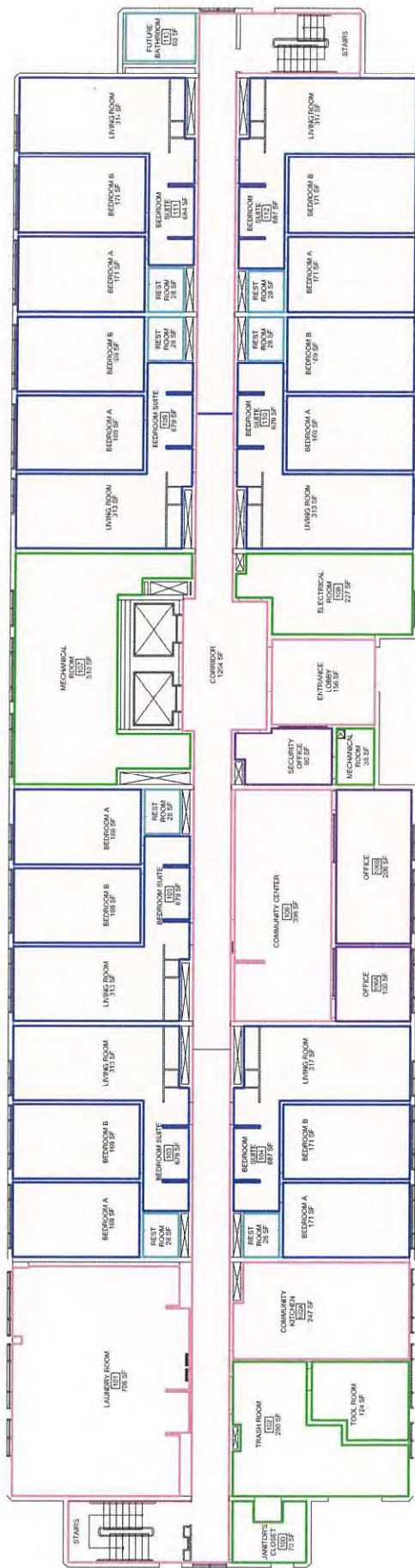
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 DWG. DATE: 07.08.11  
 DRAWN BY: M. VALDEIRA  
 CHECKED BY: M. VALDEIRA

BURCH HALL  
 SECOND THRU SIXTH  
 FLOOR USAGE PLAN  
 SHEET 2 OF 2



OFFICE SPACE	
OTHER	4,278 SF
RESIDENCE LIFE	394 SF
RESTROOMS	256 SF
UTILITY ROOMS	1,249 SF
<b>TOTAL</b>	<b>9,481 MSF</b>

- BEDROOM SUITES
- COMMON AREAS
- RESIDENCE LIFE
- RESTROOMS
- UTILITY ROOMS



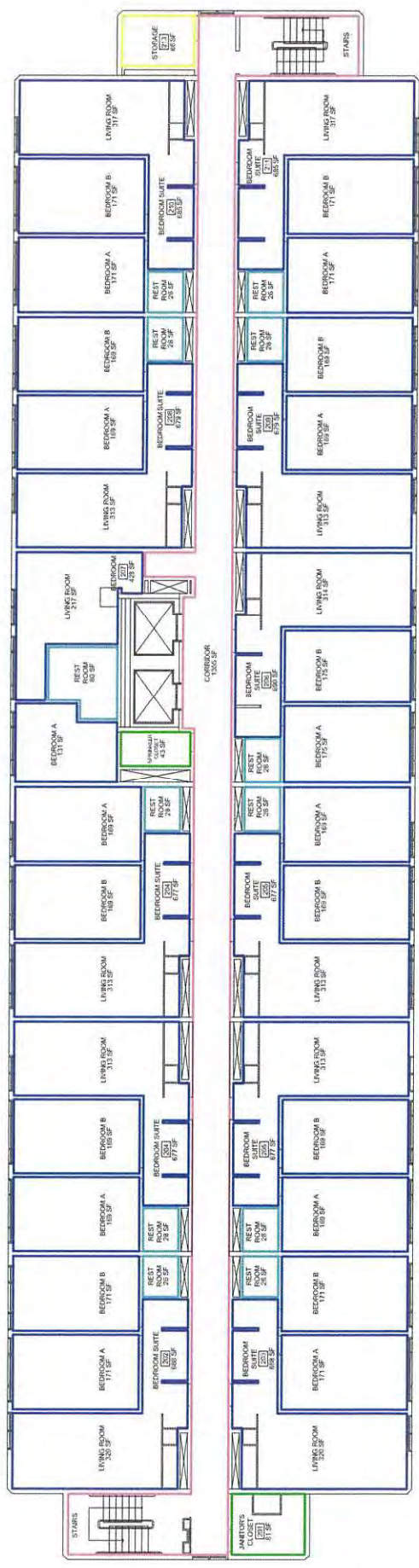
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SCALE: 1/8" = 1'-0"

DWG. DATE: 07.08.11  
DRAWN BY: M. VALDEA  
CHECKED BY: M. VALDEA

OFFICE OF CAMPUS PLANNING


OFFICE SPACE		OTHER
BEDROOM SUITES	7,389 SF	
COMMON AREAS	1,355 SF	
RESTROOMS	378 SF	
STORAGE	66 SF	
UTILITY ROOMS	124 SF	
	0 SF	9,312 NSF TOTAL



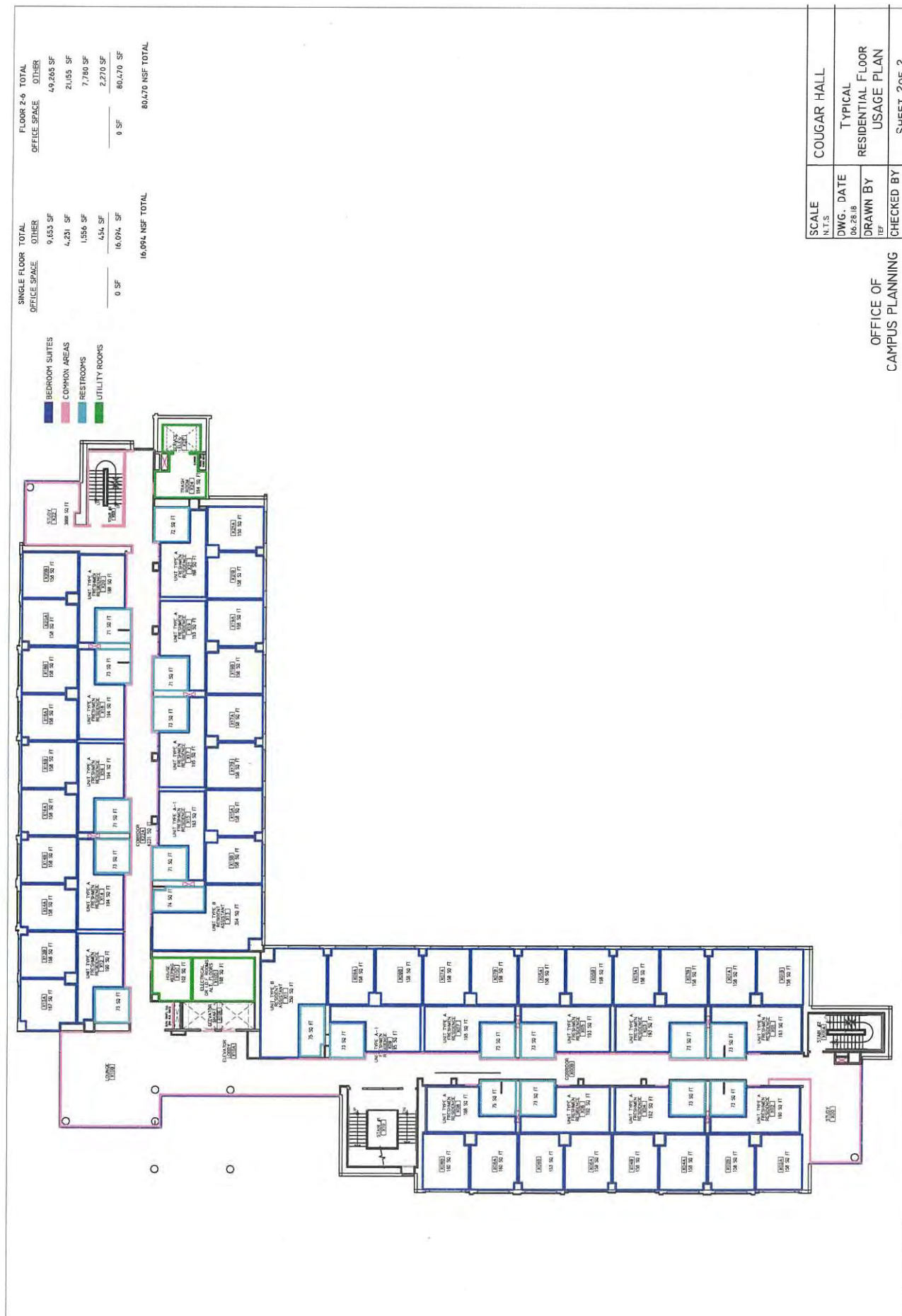
 <b>KEAN UNIVERSITY</b> <small>www.kean.edu</small>	SCALE	ROGERS HALL
	DWG. DATE	SECOND THRU SIXTH FLOOR USAGE PLAN
	DRAWN BY	CHECKED BY
	M. VALDEIRA	M. VALDEIRA
	OFFICE OF CAMPUS PLANNING	SHEET 2 OF 2

OFFICE SPACE		OTHER
BEDROOM SPACE	695 SF	2,305 SF
COMMON AREAS	1,001 SF	7,503 SF
TENANT DINING-FRUIT-A-BOWLS		2,016 SF
RESIDENCE LIFE		798 SF
RESTROOMS		55 SF
STORAGE		



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	DWG. DATE 07.08.11	FIRST FLOOR USAGE PLAN
OFFICE OF CAMPUS PLANNING	DRAWN BY	CHECKED BY
		SHEET 1 OF 2

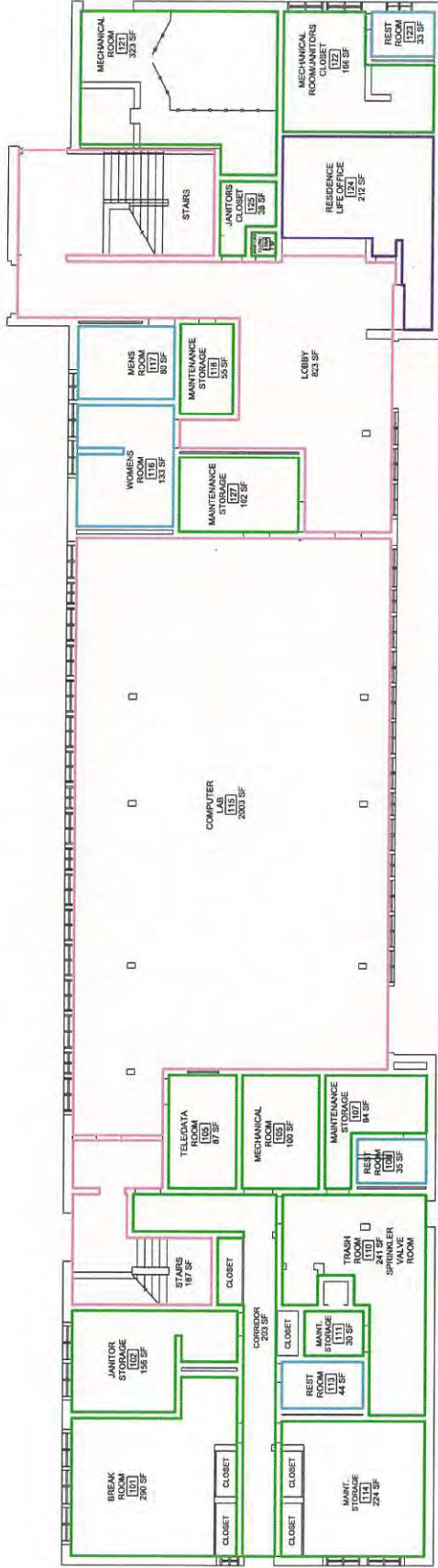




OFFICE OF  
CAMPUS PLANNING

OFFICE SPACE 218 SF  
 OTHER 3,013 SF  
 3,231 SF

RESIDENCE LIFE  
 COMMON AREAS  
 RESTROOMS



SCALE N.T.S.  
 DWG. DATE 07/08 II  
 DRAWN BY M VALQUIRA  
 CHECKED BY M VALQUIRA

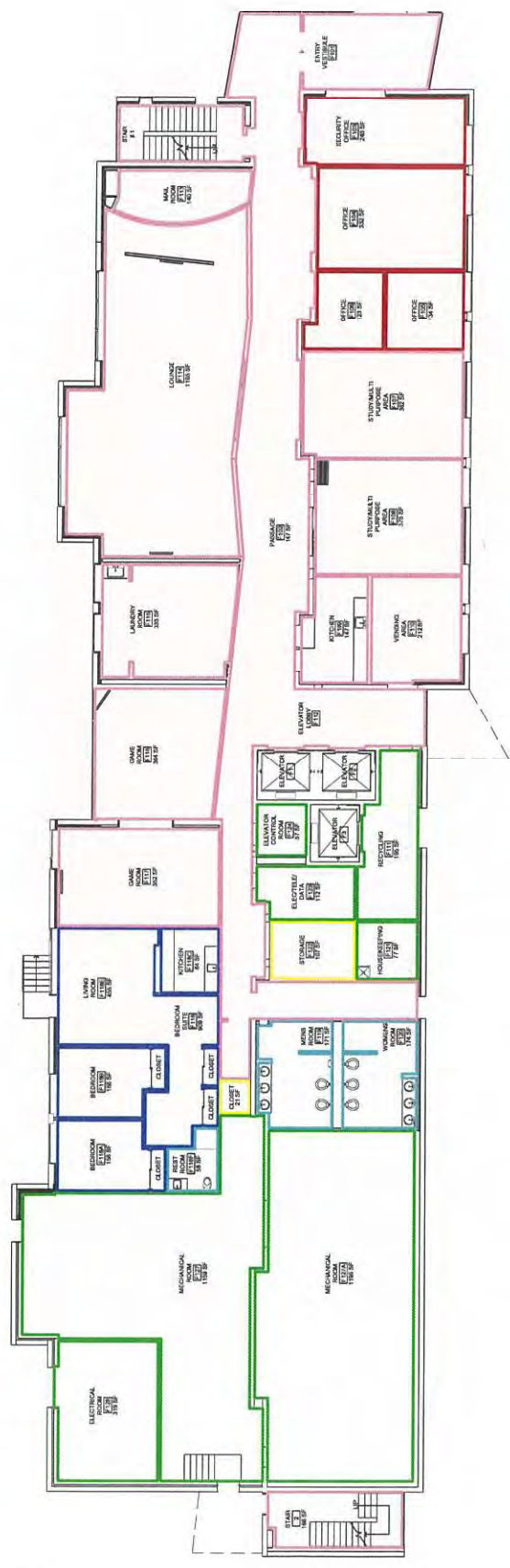
OFFICE OF  
 CAMPUS PLANNING

DOUGALL HALL  
 FIRST FLOOR  
 USAGE PLAN  
 SHEET 1 OF 3



OFFICE SPACE	OTHER
829 SF	909 SF
	5,445 SF
	403 SF
	128 SF
	3,114 SF
829 SF	5,999 SF
	10,828 MSF
	TOTAL

- BEDROOM SUITES
- COMMON AREAS
- RESIDENCE LIFE
- RESTROOMS
- STORAGE
- UTILITY ROOMS



SCALE: N.T.S.  
 DWG. DATE: 07.28.11  
 DRAWN BY: M. VALQUIRA  
 CHECKED BY: M. VALQUIRA

OFFICE OF  
 CAMPUS PLANNING

FRESHMAN HALL  
 FIRST FLOOR  
 USAGE PLAN  
 SHEET 1 OF 2

OFFICE SPACE

OTHER  
6,544 SF

COMMON AREAS  
7,487 SF

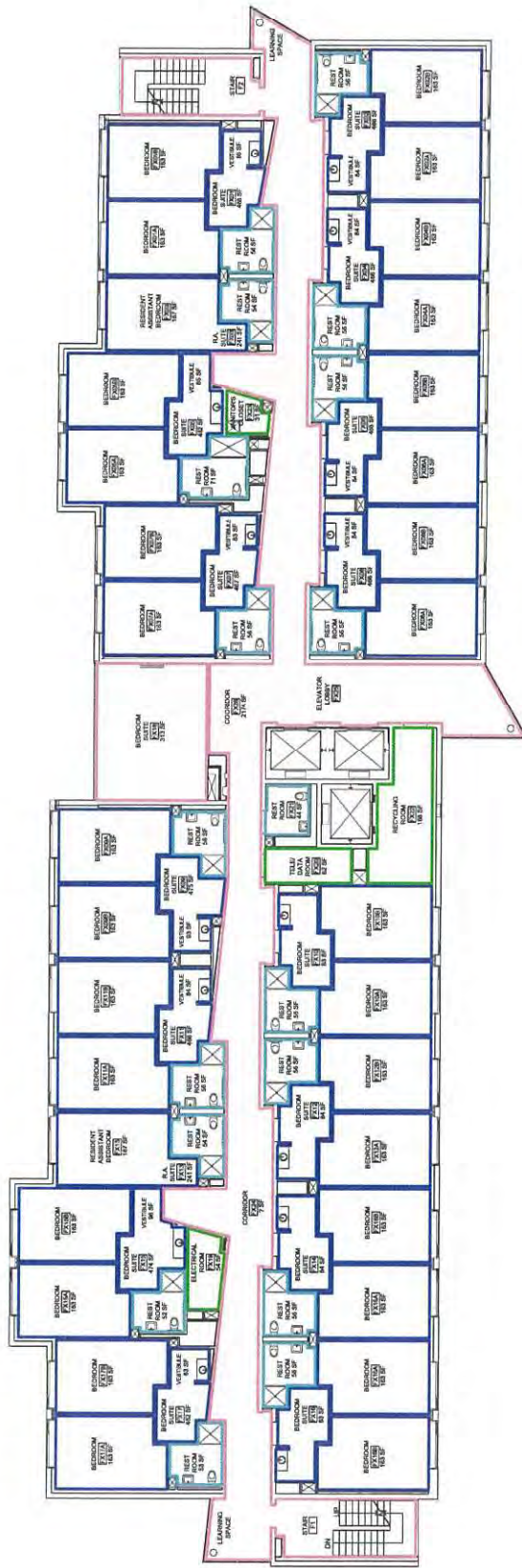
RESTROOMS  
956 SF

UTILITY ROOMS  
315 SF

0 SF

10,302 NSF  
TOTAL

■ BEDROOM SUITES  
■ COMMON AREAS  
■ RESTROOMS  
■ UTILITY ROOMS



SCALE  
N.T.S.

DWG. DATE  
07.28.11

DRAWN BY  
M. VALQUIRA

CHECKED BY  
M. VALQUIRA

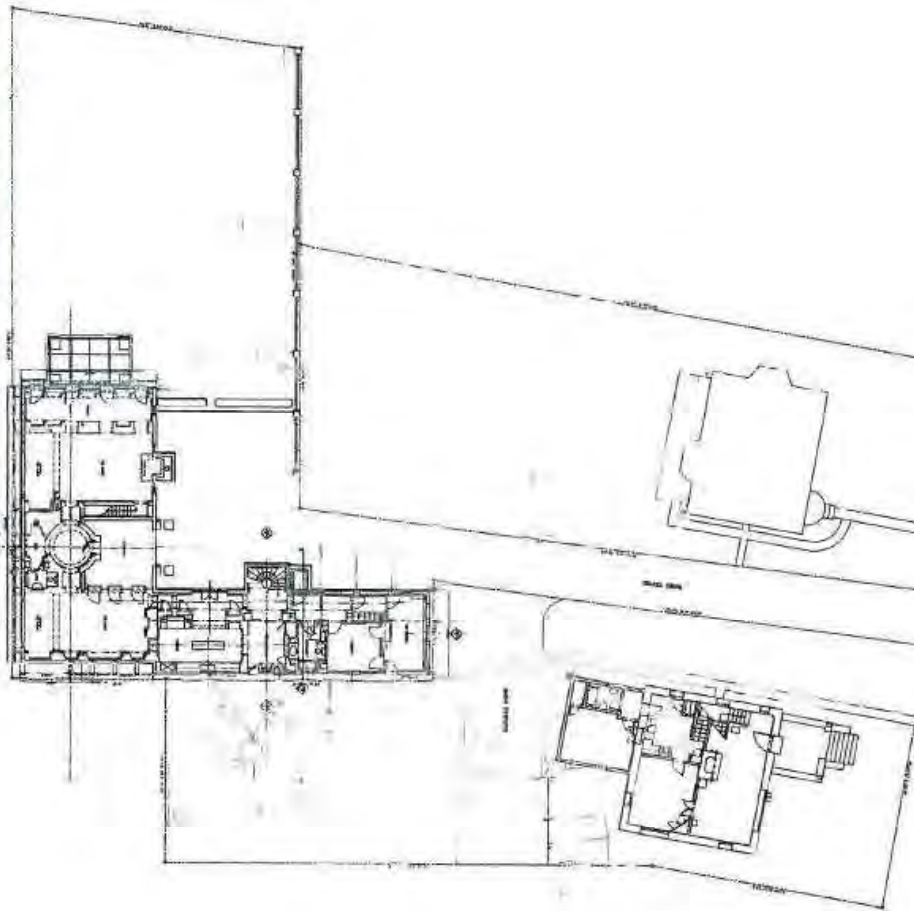
OFFICE OF  
CAMPUS PLANNING

FRESHMAN HALL  
TYPICAL FLOOR  
USAGE PLAN

SHEET 2 OF 2

PRINCETON CAMPUS

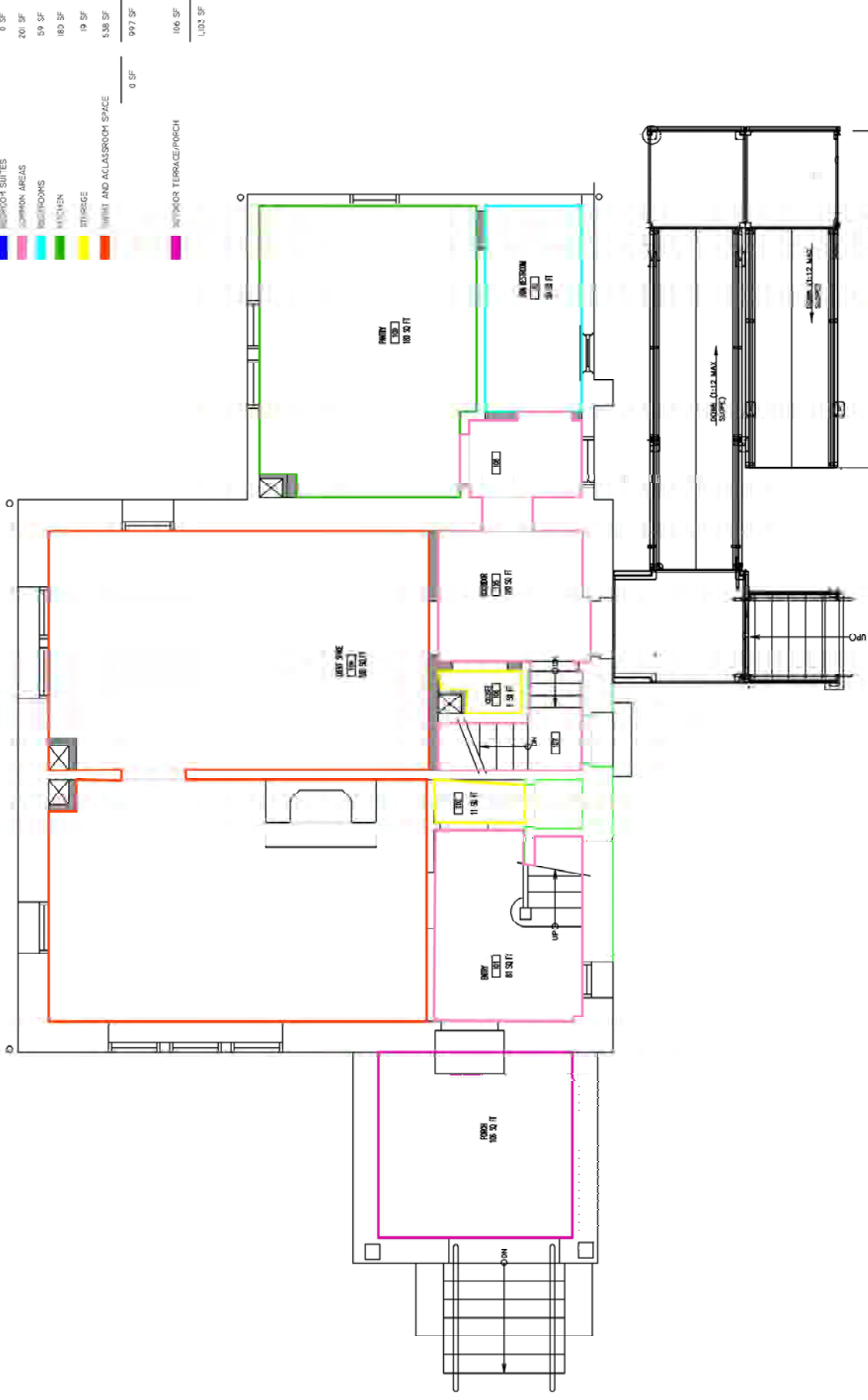
44 PATTON AVE. 5,400 S.F.  
FOR CUSTODIAL



LEGEND	OFFICE SPACE	OTHER
WORKY SUITES	0 SF	0 SF
COMMON AREAS	201 SF	201 SF
RECEPTION	59 SF	59 SF
KITCHEN	180 SF	180 SF
STORAGE	19 SF	19 SF
WALK AND CLASSROOM SPACE	538 SF	538 SF
WALKWAY TERRACE/PORCH	0 SF	997 SF
		106 SF
		1,103 SF

997 NSF  
TOTAL  
RENDER  
SPACE

1,435 GSF  
TOTAL  
SPACE



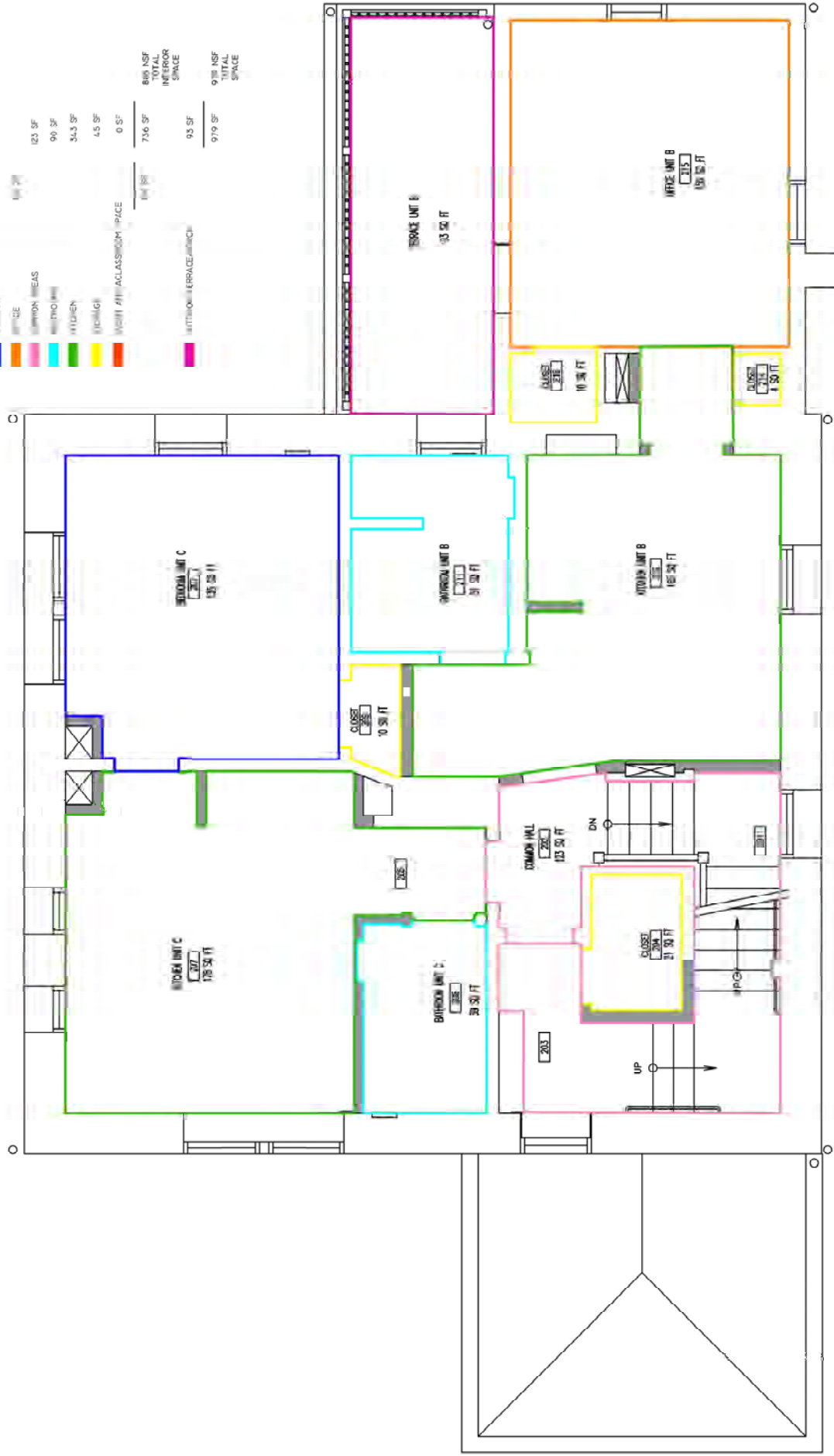
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N.T.S.	
DWG. DATE	FIRST FLOOR
07.08.11	USAGE PLAN
DRAWN BY	
REF	
CHECKED BY	




OFFICE OF  
AMPLUS PLANNING

AREA	FINISH	OTHER
SEMI-OFF		135 SF
OFFICE		123 SF
COMMON AREAS		99 SF
STORAGE		34.3 SF
HIDDEN		4.5 SF
STAIRWELL		0 SF
VISIT ATT/CLASSROOM SPACE		716 SF
OUTLOOK TERRACE/ARCH		93 SF
		898 NSF TOTAL INTERIOR SPACE
		919 NSF TOTAL SPACE

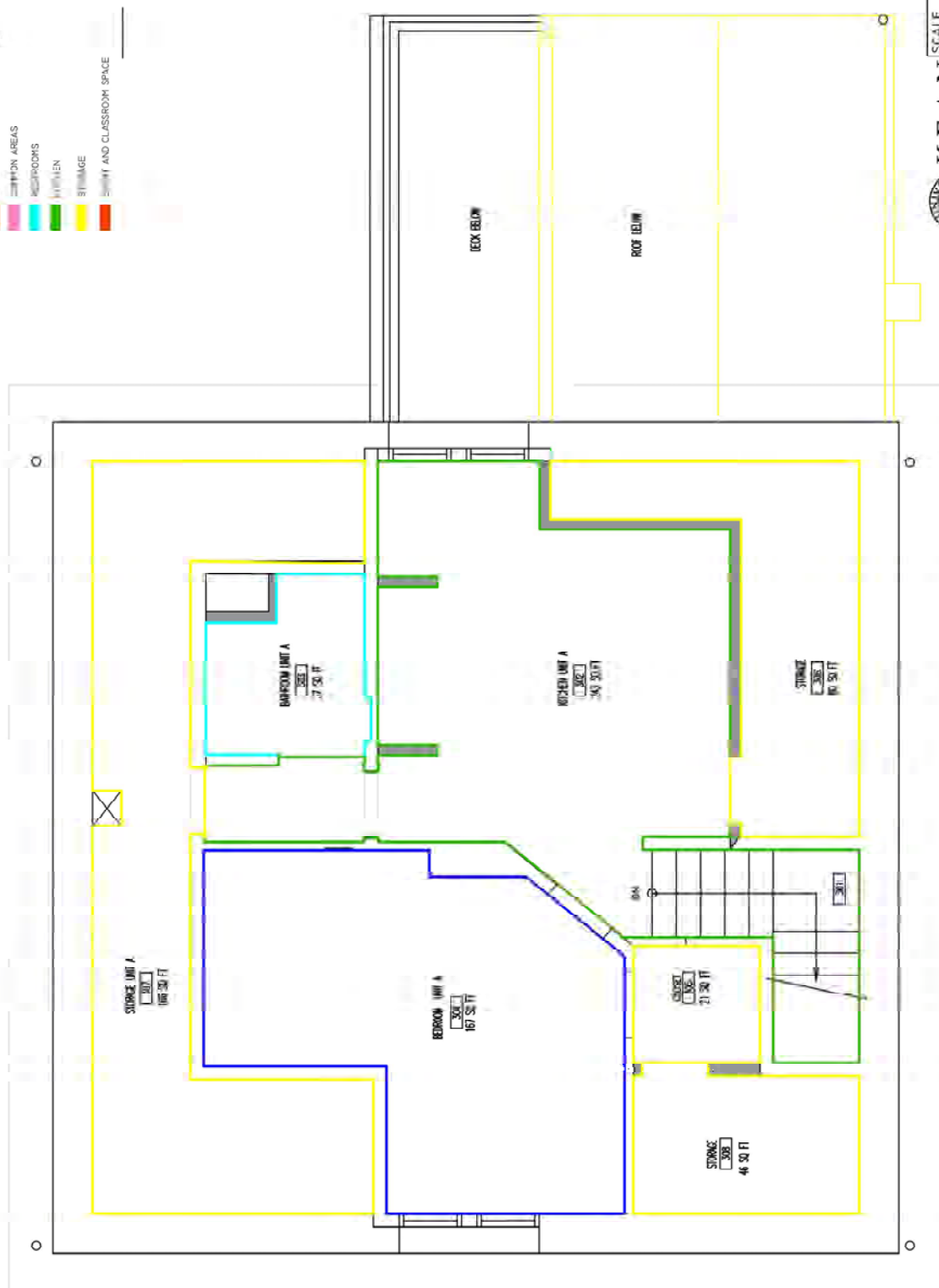
1204 6SF TOTAL





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 NEW JERSEY STATE UNIVERSITY  
 40 PATTON AVE  
 SCALE: \_\_\_\_\_ DWG. DATE: \_\_\_\_\_  
 SECOND FLOOR USAGE PLAN  
 DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_  
 OFFICE OF CAMPUS PLANNING  
 SHEET 3 OF 4



DEFINITION	OTHER
ROOM	167 SF
SPACE	0 SF
COMMON AREAS	37 SF
HALLWAYS	242 SF
ELEVATOR	313 SF
STORAGE	0 SF
STAIR AND CLASSROOM SPACE	0 SF
760 SF	
1007.65 SF TOTAL	





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SCALE: N.T.S.

DWG. DATE: 07/20/10

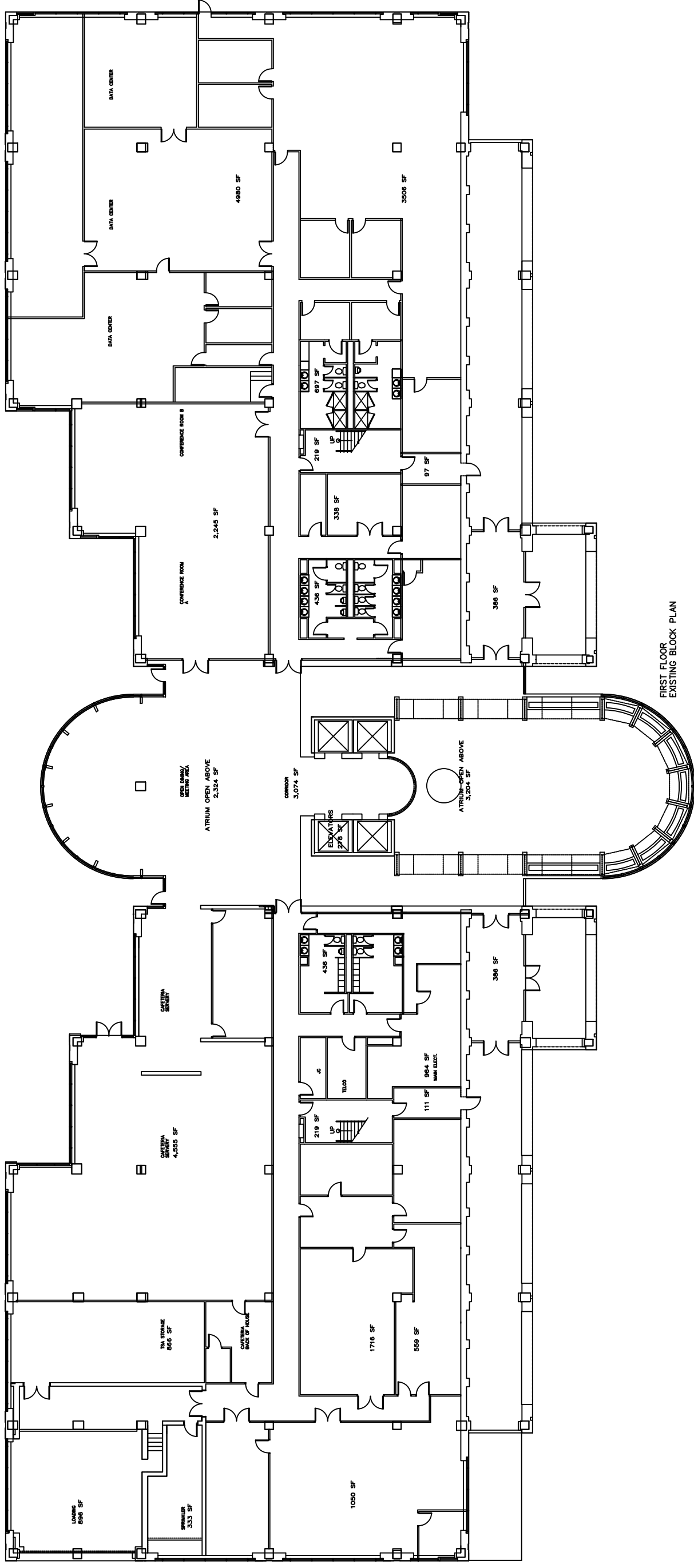
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CHECKED BY: [Signature]

40 PATTON AVE

THIRD FLOOR  
USAGE PLAN

SHEET 4 OF 4



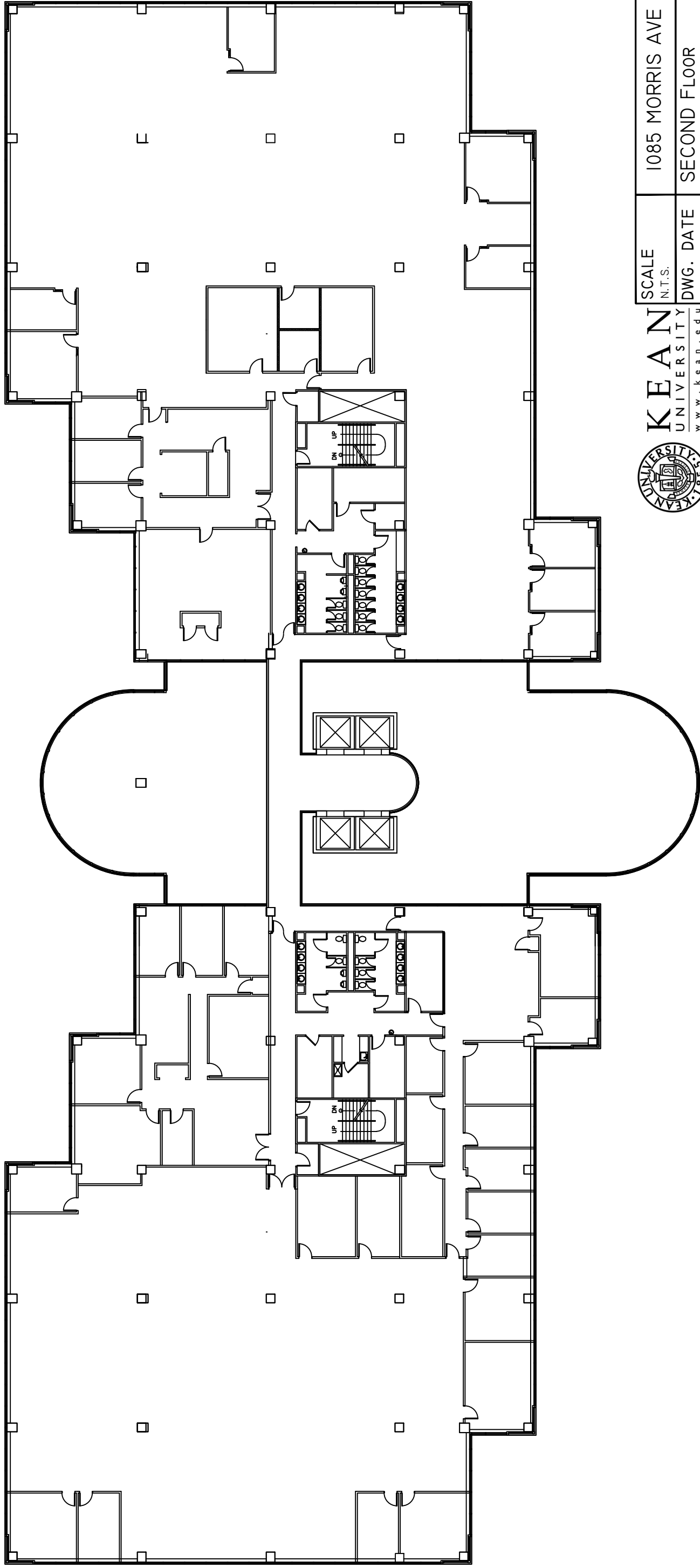
FIRST FLOOR  
EXISTING BLOCK PLAN



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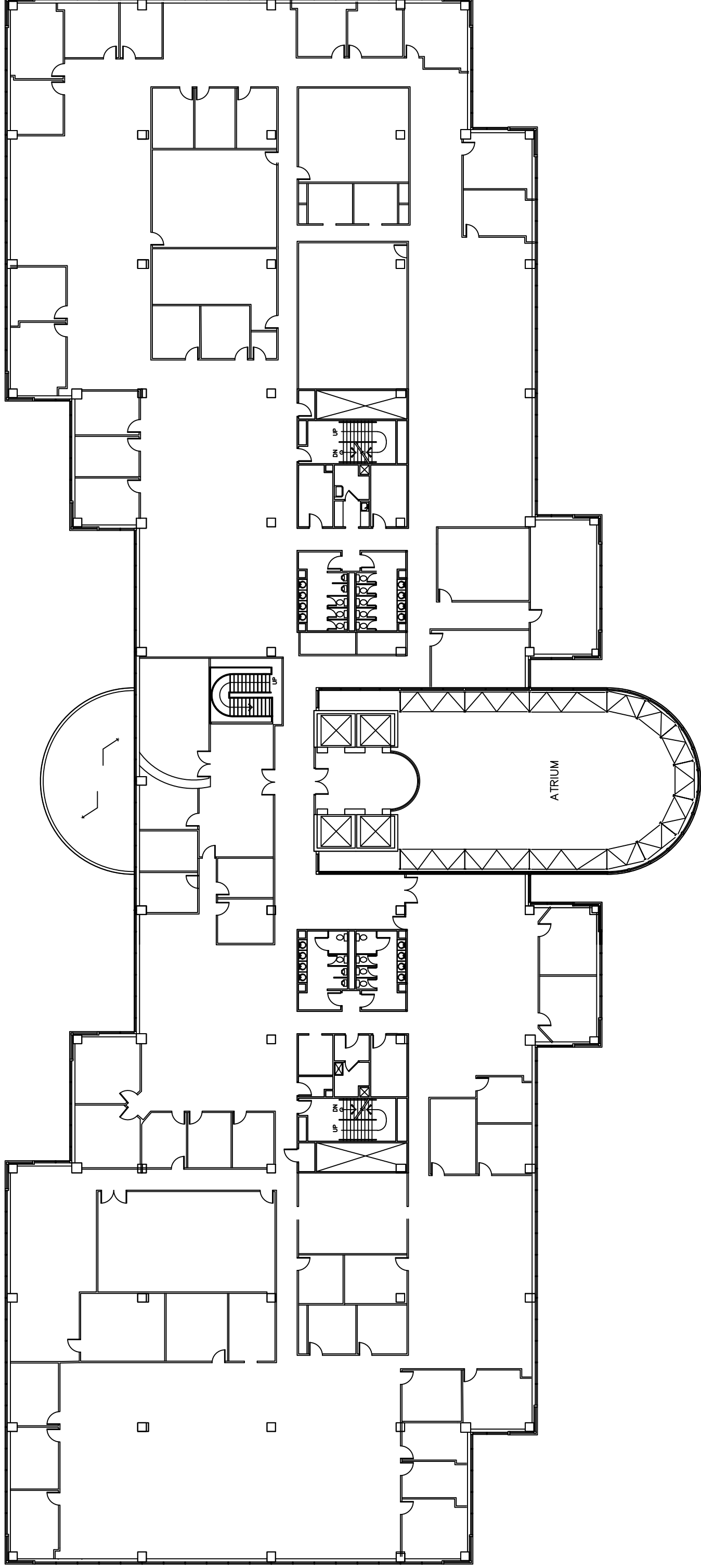
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DWG. DATE 07.05.12	FIRST FLOOR MASTER PLAN
DRAWN BY TEF	CHECKED BY TEF
SHEET 1 OF 5	



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SCALE N.T.S.	1085 MORRIS AVE
DWG. DATE 07.05.12	SECOND FLOOR MASTER PLAN TSA TENANT
DRAWN BY TEF	
CHECKED BY TEF	SHEET 1 OF 5

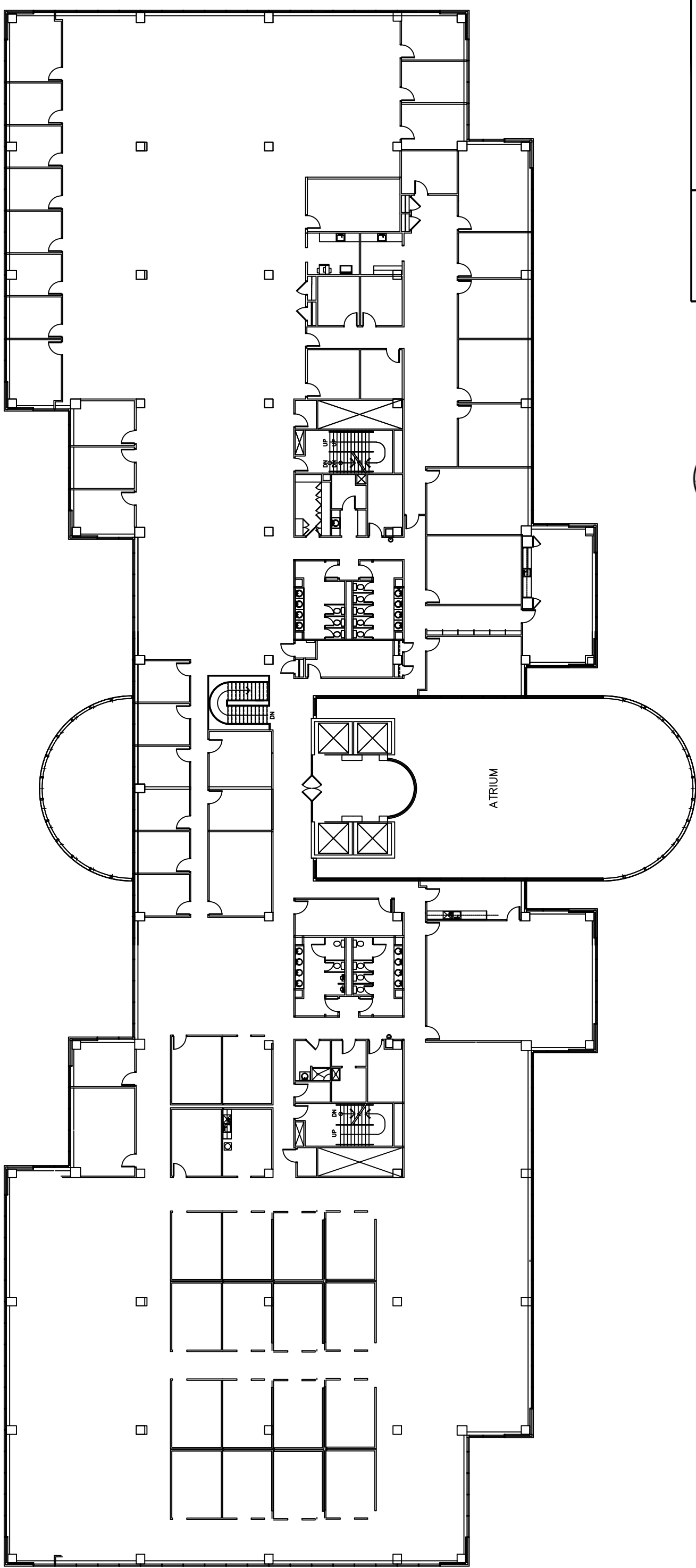


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**THIRD FLOOR PLAN**

SCALE N.T.S.	1085 MORRIS AVE
DWG. DATE 07.05.12	THIRD FLOOR MASTER PLAN
DRAWN BY TEF	CHECKED BY TEF
SHEET 1 OF 3	



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SCALE  
N.T.S.

DWG. DATE  
07.05.12

DRAWN BY  
TEF

CHECKED BY  
TEF

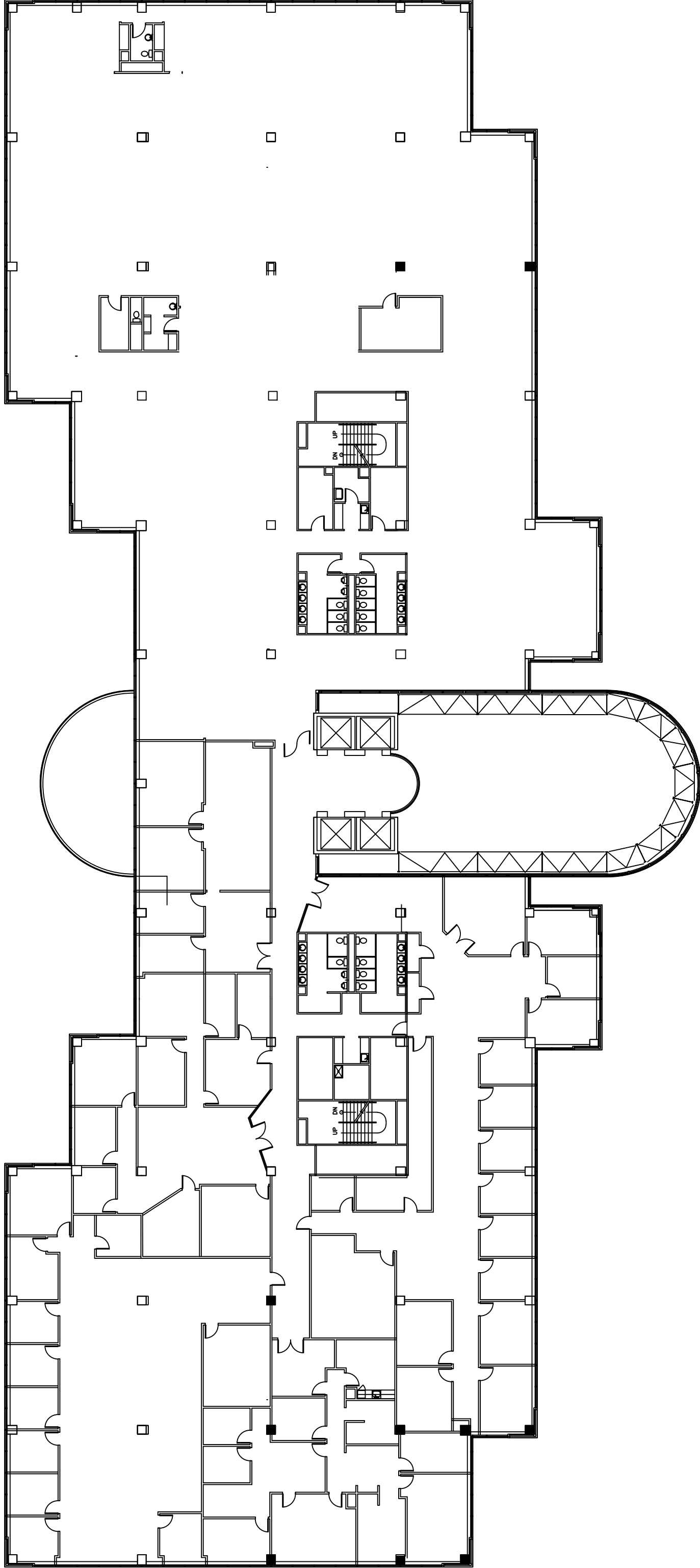
1085 MORRIS AVE

FOURTH FLOOR  
MASTER PLAN

SHEET 1 OF 5







SCALE  
N.T.S.

DWG. DATE  
07.05.12

DRAWN BY  
TEF

CHECKED BY  
TEF

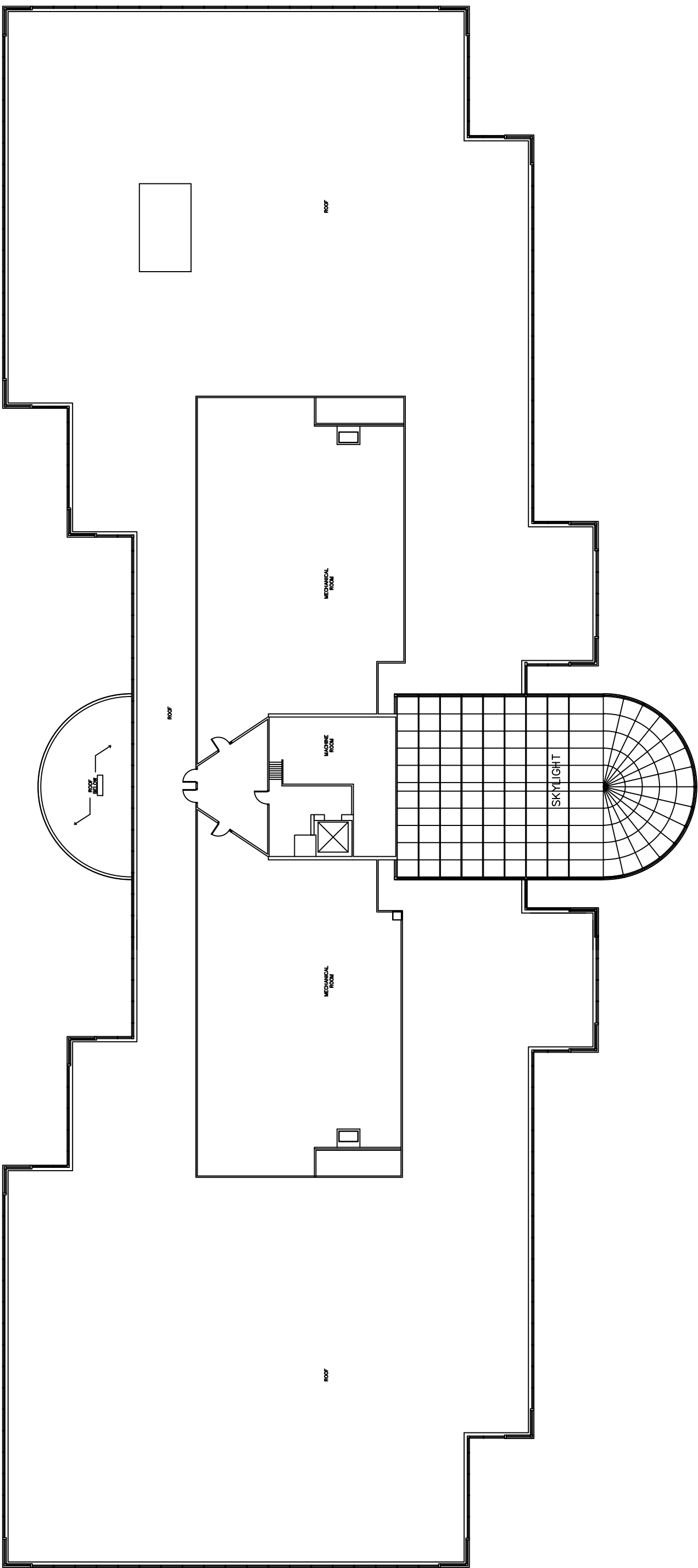
1085 MORRIS AVE

FIFTH FLOOR  
MASTER PLAN

SHEET 1 OF 3



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**PENTHOUSE FLOOR PLAN**



PLAN  
NORTH  
MORRIS AVENUE



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SCALE N.T.S.	1085 MORRIS AVE
DWG. DATE 07.05.12	6TH FLOOR PENTHOUSE
DRAWN BY TEF	
CHECKED BY TEF	

**Attachment E**

**Kean University  
HVAC Preventative Maintenance Services  
Bid No. K24-8-26-2**

**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 Provided By KU	Form Provided by Vendor		
X		Signed Fee Proposal Form	
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	

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

Name of Vendor: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**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**

**CONTRACT #:** \_\_\_\_\_ **VENDOR/BIDDER:** \_\_\_\_\_

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

**NOTE** that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

**DISCLOSURE**

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
<i>Indicate "NONE" if no Reportable Contribution was made.</i>			
		\$	
		\$	
		\$	
		\$	

*Attach additional sheets if necessary*

**CERTIFICATION**

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Date**





# OWNERSHIP DISCLOSURE FORM

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

VENDOR NAME: \_\_\_\_\_

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

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

If you answered **YES** to Question 3, you must disclose the information requested in the space below:\*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein.

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

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

If you answered **YES** to Question 4, you must disclose the information requested in the space below:\*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

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

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\* Attach additional sheets if necessary



# SOURCE DISCLOSURE FORM

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

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

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

### PART 1

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

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

### PART 2

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

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

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

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

### CERTIFICATION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

AFFIRMATIVE ACTION

QUESTIONNAIRE

THE \_\_\_\_\_ WILL SUPPLY THE NECESSARY FORMS WHICH SHALL BE RETURNED BEFORE A CONTRACT CAN BE AWARDED.

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

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

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

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

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

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

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

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

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

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

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27-1.1 et seq.**

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 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](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.

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Signature

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Print Name & Title

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Company

---

Date



**NON-COLLUSION AFFIDAVIT/WARRANTY OF NO SOLICITATION**

State of New Jersey  
County of \_\_\_\_\_

ss:

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

I am \_\_\_\_\_ (title or position) of the firm of \_\_\_\_\_ (name of firm)  
the bidder making this Quotation for the bid entitled \_\_\_\_\_ (title of bid),

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

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

Subscribed and sworn to

before me this day

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

CERTIFICATION BY THE VENDOR OF COMPLIANCE WITH  
BUSINESS ETHICS GUIDE

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

\_\_\_\_\_  
Authorized Representative of Vendor

\_\_\_\_\_  
Name of Vendor

Dated: \_\_\_\_\_

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

**SECTION 1: INTRODUCTION**

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

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

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

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

**SECTION 2: DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

### SECTION 3: OVERVIEW AND GENERAL CONDUCT

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

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

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

### SECTION 4: GENERAL STANDARDS

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

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

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

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

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

## **SECTION 5: CONSULTANTS**

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

### **SECTION 5.1: Consultants and RFP Development**

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

### **SECTION 5.2: Consultants and Evaluation Committees**

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

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

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

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

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



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

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

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

## **SECTION 7: OFFERS OF EMPLOYMENT**

### **SECTION 7.1: Current State Employees**

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

### **SECTION 7.2: Former State Employees**

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

### **SECTION 7.3: Casino-Related Restrictions**

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

## **SECTION 8: PENALTIES**

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

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



# KEAN

## ACKNOWLEDGE RECEIPT OF ADDENDUM FORM

Bid Name: \_\_\_\_\_

Bid No.: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[ ] No Addenda were received/issued.

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Title



# DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

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

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

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

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

*\*Attach Additional Sheets If Necessary.*

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

- Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?
- Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?
- Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?
- Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?
- Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?

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

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

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

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

*\*Attach Additional Sheets If Necessary.*

### CERTIFICATION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

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

OR

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

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

\*Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature

Date

Print Name and Title



# SUBCONTRACTOR UTILIZATION FORM

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

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

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

SUBCONTRACTOR'S NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_ FEIN: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_  
 DESCRIPTION OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?  
 IF YES, SMALL BUSINESS CATEGORY: \_\_\_\_\_

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

SUBCONTRACTOR'S NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_ FEIN: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_  
 DESCRIPTION OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?  
 IF YES, SMALL BUSINESS CATEGORY: \_\_\_\_\_

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

SUBCONTRACTOR'S NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_ FEIN: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_  
 DESCRIPTION OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?  
 IF YES, SMALL BUSINESS CATEGORY: \_\_\_\_\_

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b> Business name/disregarded entity name, if different from above.		
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	Exempt payee code (if any) _____	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

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

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

## What's New

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

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

## Purpose of Form

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

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

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

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

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

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

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

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

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

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

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

## What Is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

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

### Line 2

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

### Line 3a

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

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

### Line 3b

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

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

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

### Line 4 Exemptions

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

#### Exempt payee code.

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

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

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



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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://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](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://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](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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



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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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



# MACBRIDE PRINCIPLES FORM

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

**BID SOLICITATION # AND TITLE:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

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

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

### CHECK THE APPROPRIATE BOX

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

**OR**

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

### CERTIFICATION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



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

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

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

*(Check the Appropriate Box)*

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

**OR**

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

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

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*(Attach Additional Sheets If Necessary.)*

\_\_\_\_\_  
Signature of Vendor’s Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Vendor’s Authorized Representative

\_\_\_\_\_  
Vendor’s FEIN

\_\_\_\_\_  
Vendor’s Name

\_\_\_\_\_  
Vendor’s Phone Number

\_\_\_\_\_  
Vendor’s Address (Street Address)

\_\_\_\_\_  
Vendor’s Fax Number

\_\_\_\_\_  
Vendor’s Address (City/State/Zip Code)

\_\_\_\_\_  
Vendor’s Email Address

<sup>i</sup> 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).