



Rowan College of South Jersey will be receiving proposals on:

RFP Title: **Construction Related Legal Services**

RFP Number: **RFP# FY26 10 04**

Advertising Date: **September 26, 2025**

Scheduled Opening: **October 22, 2025 at 2:00pm** prevailing time

Place of Opening: **College Services Building, 6 Blackwood-Barnsboro Road, Sewell, NJ 08080**

Instructions

It is imperative that the proposal be submitted before the scheduled date and time of the proposal opening. Proposals delivered in person prior to the proposal opening must be brought to the College Services Building and submitted to the Controller of College Services or his designee. Proposals received after the indicated opening time will be rejected and returned. The College will not be responsible for any proposals not delivered directly to the Controller of College Services or his designee regardless of the method of delivery.

Proposals must be identified on the outside of the proposal package and/or envelope with the Proposal Title, Proposal Number and Scheduled Opening date and time. Proposals may not be packaged together for another proposal scheduled at a later date and time.

Please Note: The following enclosures are prerequisites which must be submitted with your proposal response. Failure to return any one of the forms listed below will automatically disqualify your proposal. These forms must be completed, and signed (where noted), otherwise your proposal will be disqualified.

- **Statement of Ownership**
- **Respondent's Certification Form**
- **Non-Collusion Affidavit**
- **Prohibited Activities in Russia or Belarus**
- **Disclosure of Investment Activities in Iran Certification Form**
- **Addenda Acknowledgement**

PLEASE PROVIDE ONE ORIGINAL AND ONE DIGITAL COPY OF YOUR PROPOSAL ON A USB DRIVE



Rowan College of South Jersey

Public Notice

Notice is hereby given that Rowan College of South Jersey is requesting sealed proposals for:

CONSTRUCTION RELATED LEGAL SERVICES

PROPOSAL # RFP FY26 10 04

Copies of the Request for Proposals may be obtained in the College Services Building, 6 Blackwood-Barnsboro Road, Sewell, NJ 08080 or by e-mailing emyers@rcsj.edu or purchasing@rcsj.edu.

Proposals will be received by the Controller of College Services of Rowan College of South Jersey or his designee on **October 22, 2025 at 2:00pm** prevailing time, and will be publicly opened in the College Services Building, 6 Blackwood-Barnsboro Road, Sewell, NJ 08080.

The College assumes no responsibility for delays in any form of carrier, mail or delivery service causing the proposal to be received by the Controller of College Services later than the above referenced scheduled deadline.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. All responsible firms are encouraged to submit proposals. Final selection of firm(s) shall be made by the Rowan College of South Jersey Board of Trustees by formal resolution.

The Board of Trustees of Rowan College of South Jersey reserves the right to accept or reject any or all proposals submitted in the best interest of the College, and to waive any informalities in the proposal should it be in the best interest of the College. If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. No Proposer may withdraw his/her proposal within sixty (60) days after the actual proposal is received and opened by the College.

If your proposal is accepted, an award will be made, as the law requires, through a formal Board of Trustees Resolution. Proposals are solicited through a Fair & Open process in accordance with the law N.J.S.A. 19:44A – 20.4 et seq.

Proposers are required to comply with the requirements of P.L. 2009, c.315; P.L. 2004, c.19 and P.L. 77, c.33.

For Rowan College of South Jersey,
Edward Myers, Controller of College Services



REQUEST FOR PROPOSALS (RFP) for CONSTRUCTION RELATED LEGAL SERVICES

Rowan College of South Jersey is a community college operating in the State of New Jersey as authorized under provision of N.J.S.A. 18A:64A et seq. In addition, the College is subject to regulations and guidelines established in the New Jersey Administrative Code 9:4 et seq.

Rowan College of South Jersey will award a one-year contract for Construction Related Legal Services, with a one-year optional renewal contract (with option to renew at the sole discretion of the College), based on the criteria listed in the specifications, and the fee proposal. Firms should certify that the fees included in their proposal will be in effect for the duration of the contract.

Rowan College of South Jersey is seeking pricing that will be in effect for the period of January 1, 2026 through December 31, 2026 for year 1, and January 1, 2027 through December 31, 2027 for year 2.

All prospective vendors submitting proposals are required to comply with the requirements of P.L. 1975, c. 127 and all duly adopted Affirmative Action Regulations, P.L. 77, c. 33, and to complete a non-collusion affidavit. All vendors must also comply with P.L. 2009, c.315 and a copy of their New Jersey Business Registration Certificate must be submitted no less than ten business days prior to award of contract approved by the College's Board of Trustees. The vendor must have obtained the Business Registration Certificate prior to the receipt of bids and/or proposals.

Despite any language contained herein to the contrary, this Request For Proposals does not constitute a bid and is intended solely to obtain competitive proposals from which the College may choose a contractor(s) that best meet(s) the College's needs. It is the College's intent that no statutory, regulatory, or common law bidding requirement apply to this Request For Proposals.

Official College RFP documents are available from the College as described herein at no cost to the vendor. Potential proposers are cautioned that they are proposing at their own risk if a third party supplied the RFP document that may or may not be complete. The College is not responsible for third party supplied RFP documents.

Sealed proposals will be received until October 22, 2025 at 2:00pm prevailing time.

Questions regarding this proposal should be directed to Ed Myers, emyers@rcsj.edu or Holly Sparks purchasing@rcsj.edu

ANTICIPATED SCHEDULE OF DATES

September 26, 2025	Request for Proposals advertised
October 22, 2025	Proposals due by 2:00pm prevailing time
November 18, 2025	Anticipated Board of Trustees Award date(s)

The Board of Trustees reserves the right to waive any or all information, or to reject, any or all proposals submitted if deemed to be in the best interest of the College.



BASIC QUALIFICATIONS

All Vendors must:

- Have at least three (3) years' experience in providing these types of services for other governmental entities or other private sector entities with multiple work sites.
- Provide at least three (3) references for which these types of services have been performed within the past five (5) years.
- Must be an independent firm and be properly licensed.
- Have no outstanding or pending complaints and no unsatisfactory record of performance with the County or any other public agency.
- Have the fiscal and administrative capability to provide and manage the proposed services within the proposed timelines.
- Must meet any specific qualification requirements imposed by state or local law or rules and regulations.
- Provide evidence of all insurance, indemnifications and assurances as may be required by County, State and/ or Federal law.

SCOPE OF REQUESTED SERVICES

Specific Requested Information

- Review, draft, and negotiate contract leases.
- Serve as our professional construction related legal representative.
- Active and aggressive quality assurance of work.
- Provide other legal services as needed.
- Other duties, as agreed, to facilitate a successful program and satisfied client.

General Requested Services

- Attendance, when requested at regular and executive sessions of monthly and special meetings of the Board of Trustees.
- Conferencing and consulting with Administration, Staff, General Council and Board of Trustees as required.



Proposed Format of Response

A formal written proposal, addressing each area of assistance should be received no later than October 22, 2025 at 2:00pm prevailing time, by Edward Myers, Controller of College Services, (or his designee), Rowan College of South Jersey, College Services Building, 6 Blackwood-Barnsboro Road, Sewell, NJ 08080. The proposal is to be placed in a sealed envelope within the mailing envelope. The internal envelope is to be clearly labeled with the Proposal Title, Proposal Number and Scheduled Opening date and time. Proposals not received by the prescribed date and time will be rejected and returned unopened to the respondent.

The written proposal should include:

PROPOSAL RESPONSE OUTLINE: Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized to comply with the following sections:

A. Firm's Information:

This should include an introduction of the firm; year organized, firm's name, local address, the primary RFP contact's name, phone number, e-mail address and fax number, the address of the office that will service this account.

B. Profile of the Individual that will be assigned to this account:

A detailed profile/resume of the person that will be assigned to the Rowan College of South Jersey account.

C. Full Cost Disclosure:

This section should itemize clearly all costs, potential costs, flat fees, and transaction fees using the proposal forms provided, and listing any deviations from the proposal forms on additional pages as needed.

D. References:

Provide a list of 3 relevant clients and institutions of similar size and scope that your firm has serviced in the last five (5) years. Provide dates, scope of services provided, total cost of services. Please include the following: Name of agency, contact person's name, position, current telephone number and email address.

E. Forms & Documents to be submitted with Proposal:

- Equal Employee Opportunity Form
- W-9

Please Note: The following enclosures are prerequisites which must be submitted with your proposal response. Failure to return any one of the forms listed below will automatically disqualify your proposal. These forms must be completed, and signed (where noted), otherwise your proposal will be disqualified.

- **Statement of Ownership**
- **Respondent's Certification Form**
- **Non-Collusion Affidavit**
- **Prohibited Activities in Russia or Belarus**
- **Disclosure of Investment Activities in Iran Certification Form**
- **Addenda Acknowledgement**

The following documents must be on file prior Board of Trustee approval:

- New Jersey Business Registration Certificate

F. Other Information to the College:

This section is for any additional information not included elsewhere in the proposal that a firm believes is necessary or would be helpful to the College in evaluating the proposal.

Proposal Evaluation Criteria: The criterion considered in the evaluation process is listed below. The arrangement of criteria is not meant to imply order of importance. The award will be based on the complete proposal and criteria listed below, not solely on the lowest fee or percentage charged by your firm:

In determining the firm best suited to perform the necessary Construction Related Legal Services for the College and the Foundation, the experience, reputation, size and availability of qualified staff, and cost will be considered.

Proposals shall not be considered for further evaluation unless they meet all of the following mandatory criteria:
Must be properly licensed for public practice in NJ.

Must disclose any record of substandard work, ethics, infractions, or any other violations for which the firm has been cited over the past 10 years. If none, please provide a statement to that effect.

Finalists may be invited to meet with College officials for an interview/presentation before a recommendation can be made to the Board of Trustees for approval.

Must meet any specific qualification requirements imposed by state or local law or rules and regulations.



Provision of services of the type under consideration with a preference for a firm experienced with post-secondary education, with particular emphasis placed on experience with two-year public colleges.

Evaluation: The College reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers; and its decision will be final.

Proposals will be reviewed and a recommendation for award will be made to the Rowan College of South Jersey Board of Trustees. The College reserves the right to award projects individually or grouped and may award to multiple firms.

All proposals must remain valid for a period of sixty days after the due date specified.

Other Information

Expenses for developing and presenting this proposal shall be the entire responsibility of the proposing firm and shall not be chargeable to Rowan College of South Jersey. All supporting documentation and manuals submitted with this proposal will become the property of Rowan College of South Jersey unless otherwise requested by the firm at the time of submission.

To give the College latitude beyond having to hire the lowest bidders, the College's Board of Trustees reserves the right to weigh the product/service offered by the firm more heavily than the price to be paid.

The Board of Trustees reserves the right to waive any or all information, or to reject any or all proposals submitted if deemed to be in the best interest of the College.

INSTRUCTIONS TO RESPONDENTS

1. PROPOSAL

- A. A copy of the proposal package and specifications may be obtained by prospective respondents by e-mailing emyers@rcsj.edu or purchasing@rcsj.edu.
- B. Delivery of sealed proposal will be specified in Notice to Vendors.
- C. Sealed proposals should be labeled must be identified on the outside of the proposal package and/or envelope with the Proposal Title, Proposal Number and Scheduled Opening date and time and indicate the bidder's name. **If the proposal is mailed, the above sealed proposal shall be placed in a separate envelope addressed as stated above.** The proposal package shall be delivered to Edward Myers, Controller of College Services at Rowan College of South Jersey
BY MAIL: 6 Blackwood-Barnsboro Road, Sewell, NJ 08080
BY HAND DELIVERY: 6 Blackwood-Barnsboro Road, Sewell, NJ 08080

As to proposals that are not hand delivered to the Purchasing Department in the College Services Building, any risk of delivery is the sole responsibility of the respondent.

2. PROPOSAL FORM

The respondent shall submit his proposal on the prescribed forms in accordance with specifications prepared by the College. The respondent shall indicate clearly in this proposal any deviations from that specified. The respondent shall sign the proposal correctly. If the proposal is made by an individual, in addition to his signature, his address must be shown; if made by a firm or partnership, the address of each member of the firm or partnership; if made by a corporation, the person signing the proposal must be the president or vice president of the corporation, or individual whose certificate of authority to execute must accompany the proposal. The name of the state under the laws of which the corporation was chartered, the names, titles, business addresses of the president, secretary and treasurer must appear therein.

3. AWARD

The Board of Trustees of the Rowan College of South Jersey reserves the right to reject any and all proposals and to award contract in part or whole if deemed to the best interest of the Board of Trustees of the Rowan College of South Jersey to do so. Respondent acknowledges that this request for proposals and the award of a contract are governed by the County College Contracts Law, NJSA 18A:64A-25 et seq., and that any legal challenges to the proposal process, the award or non-award of a contract or the rejection of any proposals, must be pursued before the Board of Trustees in accordance with PL 1994 Ch. 48, Sec. 6(f). The challenge or objection must be presented by filing a petition with the secretary of the Board of Trustees within ten (10) calendar days of the decision to award or not award a contract. Proceedings on the petition shall be governed by the Rules Governing Hearings before the Board of Trustees of Rowan College of South Jersey, which rules may be obtained at the office of the President.

4. ASSIGNMENT OF CONTRACT

The contract to be awarded and any amounts to be paid thereunder shall not be transferred, sublet, or assigned without the written consent of the Owner.

5. TERMINATION FOR BREACH

In the event that any of the provisions of the contract are violated by the successful respondent, the Owner may serve written notice upon such bidder of the Owner's intention to terminate the contract. Such notice shall contain the reasons for such intention to terminate the contract, and, unless within ten (10) days after serving of such notice upon the bidder, such violation shall cease

INSTRUCTIONS TO RESPONDENTS (cont'd)

and satisfactory arrangements for correction be made, the contract shall, upon the expiration of said ten days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected or released by any such termination.

6. BULLETINS AND ADDENDUM

If any respondent is in doubt as to the true meaning of any part of the requirements or discovers any omissions or discrepancies therein, he shall notify the College. Additional information, when required, shall be issued in the form of a bulletin or addendum, to all respondents, and such bulletin or addendum shall become a part of the contract documents. All discrepancies, omissions, interpretation requests, etc., shall be in writing and shall be in the College Services Office of the College at least seven days prior to the proposal opening.

7. PROPOSAL SELECTION

The Owner reserves the right not to accept the lowest proposal even though the proposal complies with the specifications, if a higher proposal, which in his judgment, also complies with the specifications, has superior quality, organization of function which justified the higher price and thereby better serves the interest of the Owner.

8. BASIS OF PROPOSALS

Proposals not based on the proposal documents, those indicating a qualification of the proposal, conditional or uninvited alternative proposals, alterations of form, or irregularities of any kind, may be causes for rejection. Proposals in which the prices are unbalanced will be rejected.

9. PREPARATION OF PROPOSALS

- A. Proposals shall be prepared on forms furnished by Rowan College of South Jersey. All blank spaces shall be filled in, by typewriter or ink, and amounts shown in both words and figures.
- B. Where a respondent is a corporation, proposals must be signed with the legal name of the corporation and the legal signature of an officer authorized to bind the corporation to a contract.
- C. In submitting their Proposal, the Contractor certifies that the total base proposal set forth does not include any New Jersey Sales Tax.
- D. The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any and all proposals.

10. MODIFICATION AND WITHDRAWAL

- A. Proposals may not be modified after submittal. Respondents may withdraw bids at any time before opening.
- B. No proposals may be withdrawn within sixty days after the proposal opening.

11. NJPL 1977, CHAPTER 33 – STOCKHOLDERS & PARTNERS DISCLOSURE STATEMENT

Submittal of a proposal on this project obligates the respondent to comply with the provisions of NJPL 1977, Chapter 33, and each respondent must submit a Disclosure Statement with the proposal or prior to the receipt of proposals setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock.

12. NJSA 10:5-31 et seq., NJAC, c127 AFFIRMATIVE ACTION LAW

Respondents are obligated to comply with NJSA 10:5-31 et seq NJAC, c127 “Affirmative Action Law.”

13. NJPL 2004, CHAPTER 57 – BUSINESS REGISTRATION CERTIFICATION



Respondents are obligated to comply with the provisions of NJPL 2004, Chapter 57. All vendors must also comply with P.L. 2009, c.315 and a copy of their New Jersey Business Registration Certificate must be submitted no less than ten business days prior to award of contract approved by the College's Board of Trustees. The vendor has to have obtained the Business Registration Certificate prior to the receipt of proposals.

14. AVAILABILITY OF FUNDS

Pursuant to N.J.S.A. 64A of Title 18A, all multi-year leases and contracts shall be subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation. In addition, the specific contract or contracts and obligations of the College under this proposal are subject to availability of funds where the contract is to be funded by a grant.

15. PROPOSER'S CONTRACTS (Special Clause of Applicable)

In the event the proposer requires a contract to be entered into with the College, this contract (already executed by the respondent) must accompany the proposal response to these proposal specifications for review. The following clause must be included in the Contract:

"Notwithstanding anything in this agreement, the specifications as contained in the proposal dated _____ for the furnishing, delivering, and installation of _____ prepared by the Controller of College Services of Rowan College of South Jersey and its Board of Trustees, which control and govern the rights and obligations or the respective parties thereto shall be in the event of conflict "prevail over anything contained in such agreement, except as modified by _____ in response to such specifications and listed as exceptions to specifications."

16. CANCELLATION CLAUSE

The College reserves the right to cancel any/all contracted services, with or without cause, upon giving 30 days written notice to the awarded vendor.

17. INSURANCE REQUIREMENTS

1. Upon Contract Award the successful vendor shall furnish the College with a certificate of insurance as evidence that it has procured the errors and omissions/malpractice insurance coverage required herein. Vendors must give the College sixty (60) days' notice of cancellation, non-renewal, or change in insurance coverage. The successful vendor must provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this BID:
2. Comprehensive General Liability-as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breath of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the College as an additional insured. Limits of liability shall be a combined single limit of \$1,000,000.
3. Workers Compensation and Employees Liability-applicable to the laws of the State of New Jersey and Employer's Liability Insurance as required by applicable State and Federal laws. The required limit is \$1,000,000 with employer liability limits of \$100,000 for each accident; \$100,000 disease policy limit per each employee; and \$500,000 dismemberment policy limit.
4. Comprehensive Automobile policy-covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 combined single limit.



5. Umbrella Liability-limits to be not less than \$1,000,000. each occurrence and annual aggregate in excess of primary limits shown above. Coverage to be no more restrictive than Primary.
6. Crime Coverage-Agency shall provide proof of insurance of Employee Dishonesty in limit of not less than \$100,000. each claim. Interest of College in funds recovered and held by Agency to be included.

18. DISPUTES AS TO THE AWARD OR NON-AWARD OF PROPOSALS

Vendor acknowledges that this proposal and the award of a contract are governed by the County College Contracts Law N.J.S.A. 18A:64A-25.1, et.seq., and that any legal challenges to the proposal process, the award or non-award of a contract, or the rejection of any proposal, must be pursued before the Board of Trustees in accordance with P.L.. 1994 CH. 48, Sec. 6(f). The challenge or objection must be presented by filing a Petition with the Secretary of the Board of Trustees within ten (10) calendar days of the decision to award or not award a contract. Proceedings on the Petition shall be governed by the Rules governing hearings before the Board of Trustees of Rowan College of South Jersey, which Rules may be obtained at the Office of the College President.

19. Finalists may be invited to meet with college officials before a recommendation can be made to the Board of Trustees for approval.
20. All questions related to proposal requirements and specifications should be directed via e-mail to Ed Myers, emyers@rcsj.edu or Holly Sparks purchasing@rcsj.edu

21. AMERICANS WITH DISABILITIES ACT

Discrimination based on disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the College harmless.

22. Respondents are hereby notified that pursuant to N.J.S.A. 18A:64A-25.5, RFP may be awarded without public advertising for bids or bidding. The College, however, has voluntarily chosen to issue this request for proposals in the interest of obtaining the most advantageous contract for the College, price and other factors considered. Proposers acknowledge that this process is undertaken for the convenience of the College and the benefit of public and is not intended to render the award of this contract subject to any requirements beyond those referenced in the RFP.

23. DISCLOSURE OF INFORMATION

All Proposals received by the College are deemed government records subject to public disclosure pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. However, if the Proposer chooses to include material of a proprietary nature in the Proposal, the College will attempt to keep such information confidential to the extent permitted by Applicable Law. The Proposer must specifically identify the section of its Proposal that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable from the Proposals to assist the College in protecting this information. Proposals also shall include the following notice in the introduction of the relevant Proposal:

“The data on pages ____ identified by ____ (symbol) and labeled “Proprietary Information”, contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to (Proposer’s) competitive position. (Proposer) requests that such data be used only for the evaluation of the Proposal and understands that disclosure will be limited only to the extent that the College determines it proper or to the extent that the College deems disclosure



necessary according to law. If a contract is awarded to (Proposer), the College will have the right to use or disclose the data as provided in the applicable agreement executed with the Proposer.”

The College will use its best efforts to prevent the unauthorized disclosure of this information in applying the proprietary standard to marked data. However, the College will assume no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information during the review of the Proposals.

Notwithstanding the above, Proposal forms (including cost information) will not, under any circumstances, be considered proprietary or confidential information.

24. ELEC REPORTING

Any business entity that receives a calendar year \$50,000 or more in aggregate compensation from contracts with a public entity, must annually file with the Election Law Enforcement Commission (ELEC) a political contribution report by a deadline to be established by ELEC, reporting all contributions made to candidates or candidate committees for a public office that has ultimate responsibility for the awarding of public contracts. ELEC will post the new disclosure form, filing deadline, and disclosure guidelines on their website: www.elec.state.nj.us.

25. COMPLIANCE WITH AUDIT LANGUAGE

Pursuant to N.J.S.A. 52:15C-14(d), the awarded respondent(s) shall maintain all documentation related to products, transactions or services under contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

END OF SECTION



STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address



Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the contracting unit is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the contracting unit to notify the them 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the contracting unit to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	



RESPONDENT'S CERTIFICATION

State of _____)

County of _____)

The undersigned, having knowledge of and authority to bind the PROPOSER to the information herein, hereby swears, upon his oath, according to law,

1. I am the undersigned, who, on behalf of the PROPOSER and with full authority to do so, has executed this Certification in connection with its PROPOSAL.
2. That the PROPOSER is registered with the State of New Jersey, Department of the Treasury, Division of Revenue.
3. That the PROPOSER is authorized by the New Jersey Department of the Treasury to perform work in New Jersey; and
4. The PROPOSER has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the within Proposal.
5. 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 employee or bona fide established commercial or selling agencies identified as follows:
6. The PROPOSER is not, as of this date, and has not been at any time within three (3) years immediately preceding the date on which Proposals were received, included on the New Jersey State Treasurer's List of Debarred, Suspended or Disqualified Bidders; the PROPOSER hereby acknowledges that it may be debarred, suspended or disqualified from contracting with the College if it commits any of the acts listed in N.J.A.C. 7:1-5.2 and further acknowledges its obligation to notify the College immediately if it appears that said PROPOSER may be added to any such list.
7. All statements and representations contained in the RESPONDENT'S PROPOSAL are true, complete and correct, and made with full knowledge that the College shall rely upon same in awarding a public contract for the Work as defined in the Contract Documents.

PROPOSER's Authorized Representative
(MUST BE PRINCIPAL OWNER OR OFFICER OF PROPOSER):

Signature

Print or Type Name and Title

Notary Public: Sworn and Subscribed before me on this ____ day of _____, 20__:

Notary's Signature

Print or Type Notary's Name

Commission expires: _____

Notary's Seal: _____



NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

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

I am _____ of the firm of _____
the bidder making this Proposal for the bid entitled _____, and that I executed the
said proposal 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 proposal and in this affidavit are true and
correct, and made with full knowledge that the Rowan College of South Jersey relies upon the truth of the statements
contained in said Proposal 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

_____.

Authorized Bidder's Representative

Type or print name of representative



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

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([P.L. 2022, c.3](#)) any person or entity (hereinafter “Vendorⁱ”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarusⁱⁱ. 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.

CERTIFICATION

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Department of the Treasury’s list of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

(Check the Appropriate Box)

☐

- A. That the Vendor is not identified on the Department of the Treasury’s list of Vendors engaged in prohibited activities in Russia or Belarus **and** is not engaged in prohibited activities in Russia or Belarus.

OR

☐

- B. That I am unable to certify as to “A” above, because the Vendor is identified on the Department of the Treasury’s list of Vendors engaged in prohibited activities in Russia and/or Belarus.

OR

☐

- C. That I am unable to certify as to “A” above, because the Vendor, though not identified on the Department of the Treasury’s list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor’s activity in Russia and/or Belarus is set forth below.

Description of Prohibited Activity (*Attach Additional Sheets If Necessary.*)

Additional Certification of Federal Exemption and/or License

(Complete only if appropriate)

☐

- D. I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. A detailed description of how the Vendor’s activity in Russia and/or Belarus is consistent with federal law or is within the requirements of the federal exemption and/or license is set forth below. (*Attach Additional Sheets If Necessary.*)

Signature of Vendor’s Authorized Representative

Date

Print Name and Title of Vendor’s Authorized Representative

Vendor’s FEIN

Vendor’s Name

Vendor’s Phone Number

Vendor’s Address (Street Address)

Vendor’s Fax Number

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

Vendor’s Email Address



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Part 1: Certification

BIDDERS MUST COMPLETE THIS FORM BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☐

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that Rowan College of South Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the College to notify the College in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the County College and that the College at its option may declare contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	



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

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 and distributed to the public agency through the

Division's website at: http://www.state.nj.us/treasury/contract_compliance

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



EQUAL EMPLOYMENT OPPORTUNITY INFORMATION

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

If awarded a contract, all procurement and service contractors will be required to comply with requirements of N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27. Prior to the date of award, the contractor shall present one of the following:

1. A letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.

OR

2. A Certificate of Employee Information Report Approval.

OR

3. If you do not have either of the above, please complete and return a (A.A. 302 - Affirmative Action Employee Information Report). https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

Yes _____

No _____

2. Do you have a State Certificate of Employee Information Report Approval?

Yes _____

No _____

You may submit a photocopy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable; a New Jersey Certificate of approval or A.A. 302 is required.

COMPANY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____



**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract



AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



**ROWAN COLLEGE OF SOUTH JERSEY
VENDOR INFORMATION**

VENDOR NAME			REMIT TO		
ADDRESS			ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
TELEPHONE NUMBER			FAX NUMBER		
CONTACT PERSON			TITLE		
FEDERAL EMPLOYER IDENTIFICATION NUMBER					
ORGANIZATION TYPE ☐ CORPORATION ☐ PARTNERSHIP/LLP/LLC ☐ INDIVIDUAL/SOLE PROPRIETOR ☐ NON PROFIT					
On September 15, 2006, New Jersey Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The purpose of the Division is to administer and monitor policies, practices and programs that will further the State's efforts to ensure equal opportunity for minority and women owned business enterprises to participate in State purchasing and procurement processes. County colleges are required to report to the Division the ethnic and gender composition of the vendors with which we do business. To that end we are requesting your response to the section below. Your response is strictly voluntary. Contracting and purchasing decisions will not be influenced by whether your organization chooses to respond or not. CHECK ALL THAT APPLY (STRICTLY VOLUNTARY) ☐ MINORITY BUSINESS ENTERPRISE (MBE) (At least 51% minority owned) Classification ☐ African American ☐ Asian American ☐ Hispanic American ☐ Multiple Ethnicities ☐ Native American ☐ Unspecified ☐ WOMEN BUSINESS ENTERPRISE (WBE) (At least 51% woman owned) Classification ☐ African American ☐ Asian American ☐ Caucasian American ☐ Hispanic American ☐ Multiple Ethnicities ☐ Native American ☐ Unspecified ☐ SMALL BUSINESS (SBE) (businesses that have no more than 100 full time employees and are incorporated or registered to do business In New Jersey) GOODS & SERVICES WITH GROSS ANNUAL REVENUES: ☐ Category I – Not exceeding \$500,000 ☐ Category II – Not exceeding \$5,000,000 ☐ Category III – Not exceeding \$12,000,000 CONSTRUCTION SERVICES WITH GROSS ANNUAL REVENUES: ☐ Category IV – Not exceeding \$1,000,000 ☐ Category V – Not exceeding revenue standard as set by 13 CFR 121. Is your organization certified with the State of New Jersey as an MBE, WBE or SBE? ☐ YES ☐ NO (If yes, please attach a copy of your certification)					
INFORMATION FURNISHED BY				TITLE	
SIGNATURE				DATE	

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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?* on page 2 for further information.



ADDENDA ACKNOWLEDGEMENT

The respondent hereby acknowledges the receipt of the following addenda or bulletins, if any: Initial below

No Addendum _____	Dated: _____
Addendum/Bulletin #1 _____	Dated: _____
Addendum/Bulletin #2 _____	Dated: _____
Addendum/Bulletin #3 _____	Dated: _____
Addendum/Bulletin #4 _____	Dated: _____
Addendum/Bulletin #5 _____	Dated: _____

Acknowledged for: _____
(Name of Proposer)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____



LIST OF THREE REFERENCES:

Please include contact information for references where similar work has been performed by your company. (Company Name, Contact Name, Business Address, and Telephone or Email Address). Please do not list Rowan College of South Jersey as a reference.

1. _____

2. _____

3. _____



**FORM OF PROPOSAL
Construction Related Legal Services**

Year 1:

HOURLY RATE FOR SERVICES \$ _____

Year 2 – Option to renew at the sole discretion of the College:

HOURLY RATE FOR SERVICES \$ _____

Please list all other fees for year 1 and year 2 on separate sheet(s).

Signature _____

Company Name _____

Date _____

NOTE: THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

PLEASE PROVIDE ONE ORIGINAL AND ONE DIGITAL COPY OF YOUR PROPOSAL ON A USB DRIVE

*****END OF SECTION*****



Request for Proposal:

The vendor hereby certifies that he has read this entire document and understands all the terms and instructions stated herein.

The vendor hereby certifies that all the figures, computations and calculations used in estimating the proposal herein have been carefully checked and are accurate in all respects and no claim for withdrawal will be allowed on the grounds of mathematical error.

The vendor hereby certifies that it is understood that his proposal will not be considered should it arrive after the date due and that all forms enclosed in the proposed invitation including this must be properly filled out to be considered.

ANY QUESTIONS REGARDING THIS PROPOSAL SHOULD BE DIRECTED TO:

Name _____ Date _____

Signature _____ Title _____

Company _____ Address _____

Telephone _____ Fax _____