



Intelligent IT Solutions
Since 1972

PASCACK DATA SERVICES, INC.

200 Central Avenue, Suite 100, Hawthorne, New Jersey 07506
Tel: (973) 304-4858 • Fax: (973) 304-4859 • www.pascackdata.com

ROCKAWAY TOWNSHIP

**Request for Proposal
Information Technology Consultant
January 1, 2024 – December 31, 2028**

SUBMISSION DEADLINE

**THURSDAY,
DECEMBER 14, 2023**

ADDRESS ALL BIDS TO:

**ROCKAWAY TOWNSHIP DIVISION
65 MOUNT HOPE ROAD
ROCKAWAY, NJ 07866**

**Contact Person at Pascack Data Services, Inc.
Howard Adler (973)304-4858 x25 hma@pascackdata.com**

ORIGINAL

Executive Summary

Thank you for the opportunity to bid on the Information Technology Consultant RFP for the Township of Rockaway. Pascack Data Services has been providing technology solutions to NJ Municipalities, Police Departments and local corporations for over 50 years. We believe our longevity is due to our focus on customer support and continuous training of our engineers. Our technical staff is constantly re-training in the latest technology.

Our company mission is to keep our customer's data "Safe and Recoverable". We accomplish our mission by following industry best practices for security, backup procedures and disaster recovery. We also receive updates on a regular basis from the State Cyber Security Unit, known as NJCCIC, Industry Vendors and updates from the FBI when available with local Police departments.

We are a corporation of 10 dedicated W2 employees with an average of over 18 years' experience at Pascack Data. The current President has been with the company for over 38 years. Our engineers are finger printed, background checked, take ethics training and have taken the NJ State Police Mandatory "Information Technology Security Awareness Training". All support calls are entered into our support system that tracks the engineer that did the work, the problem type, time an engineer spends on an issue and the resolution. This database is then utilized to expedite the resolution of similar issues in the future. We can also produce reports of the support time used on a periodic basis.

We can provide complete project management from determining the technical requirements, designing a solution, helping procure the required hardware and software, provide the implementation services and then offer the required support and help desk to keep things running smoothly.

Procurement Process

Pascack can utilize several different purchasing vehicles to help acquire hardware and software products: WSCA/NASPO/NJStart contract for all Dell EMC Products, NCPA Agreement, GSA Contracts.

I encourage you to call some of the other local Municipalities that we currently support. I have listed below several Municipalities and Police departments. They were chosen because they utilize many of the same applications



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12/13/2023

Annual Support Billed Monthly

Monthly Fee

Year 1	4,100.00
Year 2	4,100.00
year 3	4,264.00
Year 4	4,434.56
Year 5	4,611.94

Pricing for additional services not include in this proposal

Hourly Rate

Year 1	145.00
Year 2	145.00
year 3	150.00
Year 4	150.00
Year 5	155.00

Estimated Cyber Security Budget 2024 - Annual Commitment

The following Cyber Security Proposal is based on the information gathered from the walk through and RFP. We will need to confirm the final counts of equipment, software and services before an agreement can be finalized. The following products and services are required based on the current JIF documentation.

<u>Description</u>	<u>Quantity</u>	<u>Monthly Fee</u>
Remote Monitoring for Servers	13	195.00
Remote Monitoring for Workstations	100	600.00
SIEM for Servers	13	260.00
SIEM for Workstations	100	1,000.00
Dual Factor Authorization for Administrative Users	10	60.00
Security Scans, Internal & External - Quarterly	2	300.00
Backup & Recovery Testing - Annual (Township/PD)	2	260.00
Firewall monitoring subject to compatibility if available - subject to further review	2	400.00
Annual Pen Test by Third Party	2	200.00
	Monthly Fee:	3,275.00

The Microsoft 365 Licenses will continue to be paid for by the Township. The following items are highly recommended and required for JIF compliance.

<u>Description</u>	<u>Quantity</u>	<u>Monthly Fee</u>
Cloud APP Security- Licenses	43	119.97
Office O365 Backup - Licenses	43	66.22

Cyber Security Training - This can be sourced directly through JIF.

<u>Description</u>	<u>Quantity</u>	<u>Monthly Fee</u>
Cyber Security / Phishing Education -	250	607.50

Barracuda Backup - We anticipate the Township will continue to use their existing Barracuda licenses and equipment.

Datto Backup - Based on our experience with other Municipal customers we estimated the resources required for the Datto Solution. We will need to acquire accurate sizing of the required storage to provide a final proposal.

<u>Description</u>	<u>Quantity</u>	<u>Monthly Fee</u>
Township - Estimated storage is 8TB in use over 5 servers, with cloud retention for 1 year.	Monthly	1619
Police - Estimated storage is 12TB in use over 8 servers, with cloud retention for 1 year.	Monthly	1829

Malware/Antivirus - If the Township and Police are not going to continue to use the existing Antivirus Solution. Pascack would recommend implementing the following solution.

<u>Description</u>	<u>Quantity</u>	<u>Monthly Fee</u>
Malware/Antivirus	Monthly	516.75

Years 2 through 5 may be subject to manufacturers price increases, since pricing for future years is rarely available that far in advance and some products may not be available. Pascack Data's support services will follow the proposed schedule.

GENERAL INFORMATION

Vendor Location

Pascack Data Service, Inc.
200 Central Ave., Suite 100
Hawthorne, NJ 07506

Contact Person

Howard Adler
Phone: (973) 304-4858
Fax: (973) 304-4859
hma@pascackdata.com

Contract

Upon review Pascack Data will sign the Borough's contract and provide copies of our insurance.

Vendor Qualifications:

Microsoft Certified Systems Engineers
Multiple employees that are on staff full time
Dell Certified Partner on State Contract for Servers, Storage, Switches, PC's and Laptops
VMware Enterprise Partner V6.x with a Multiple VCPs on staff
Veeam Certified Partner
Barracuda Business Partner
HP Business Partner
APC Business Partner
Sonicwall Silver Partner
Cisco Registered Partner
Symantec Business Partner
Unisys Business Partner
Netgear Business Partner
Veritas Business Partner

We have 10 employees including 5 engineers on staff full time to ensure support coverage. All engineers have met the Attorney Generals Security Requirements for CJIS and NCIC. We are a NJ Certified Small Business with headquarters and all support staff located in New Jersey.

Pascack will assign a project manager to your account, a main support contact and a backup support person. Although there will be a main support contact, all support

personnel have access to Pascack Data's ticketing system and database, which contains all the pertinent information a support person would need to help a potential caller. Support can be accessed either by telephone (answered live during business hours) or sending an email to itsupport@pascackata.com. The email is monitored by all engineers. The Police Department will be provided with a cell phone number for after hours emergency support.

Pascack Data Services has never been involved in any bankruptcy proceedings.

Qualifications of main technical personnel:

Howard Adler: President

38+ years experience with Pascack Data in Project Management, Network design, support, implementation and training. Certifications in Symantec, Sonicwall, Dell, APC, Veeam, VMware and Veritas

Steve Daniels: Senior Programmer

36+ years experience with Pascack Data in system design, support, application programming, implementation and training. Microsoft Certified Professional Exchange, VCP VMware Certified Professional, VEEAM Certified, CSSA Sonicwall

Nick Caruso: Senior Engineer

21+ years experience with Pascack Data in Network design, support, implementation and training. Microsoft Certified Systems Engineer, SonicWALL Certified Engineer (CSSA), Microsoft Certified IT Professional : Enterprise Admin (MCITP)

Tara Damstra: Support Specialist

22+ years experience with Pascack Data in Project Management support, implementation and training. Microsoft Certified Professional: Microsoft Windows Server and Microsoft Exchange Server, Certified Citrix Engineer: VMware Certified Professional, VEEAM Certified, SonicWALL Certified Engineer (CSSA)

Robert Nelson: Support Specialist

13+ years experience with Pascack Data in support, implementation and system diagnostics, Symantec Technical Specialist : SEP, Backup Exec, Netbackup, VEEAM Certified, SonicWALL Certified Engineer (CSSA)CSSA Sonicwall

Partial list of References

Kearny Police Department –

23 years with Pascack - Implemented a Virtualized Environment

Det. Thomas M. Sumowski - (201) 998-1313 tsumowski@kearnynjpd.org

Plainfield Police Department –

24 years with Pascack - Implemented a VMware Virtualized Environment and Disaster Recovery Site

Detective Adam Green - (908) 753-3037 agreen@ppdnj.com

Linden Police Department -

22 years with Pascack – Implemented a Virtualized Environment and Disaster Recovery Site

Nancy Gomes – IT Unit 908-474-8482 ngomes@lpdnj.org

Town of Hackettstown Police –

6 Years - – Implemented a Virtualized Environment

Aaron Perkins Chief of Police aperkins@hackettstownpd.net

Town of Hackettstown –

1+ Year – Implemented a new Windows Server Environment

Danette Dyer – 908-852-3130 cfo@hackettstown.net

Township of Scotch Plains Police Department –

4+ Years – Upgraded their Virtual Environment

Joseph Citarella - 908-322-7100 j.citarella@scotchplainspd.org

Township of Scotch Plains Town –

4+ Years – Upgraded their Virtual Environment

Margaret Heisey - 908-322-6700 mheisey@scotchplainsnj.com

Ho- Ho-Ho-Kus Borough and

Ho-Ho-Kus Police Department –

3+ years with Pascack - Implemented a VMware Virtualized Environment

Bill Jones – Borough Administrator (201) 652-4400 jonesw@ho-ho-kusboro.com

Bound Brook Police –

4+ years with Pascack - Implemented a VMware Virtualized Environment

Chief Richard Colombaroni - 732-356-0800 rcolombaroni@boundbrookpd.org

Hawthorne Police Department –

10 years with Pascack - Implemented a VMware Virtualized Environment

Det. Sgt. Matt Hoogmoed - 973-427-1800 MHoogmoed@hawthornepdnj.org

Hawthorne Borough –

10 years with Pascack– Implemented a VMware Virtualized Environment

Eric Mauer –Borough Administrator - (973) 427-5555 emaurer@hawthornenj.org

Ramsey Borough –

10+ years with Pascack – Implemented a VMware Virtualized Environment

Bruce Vozeh – Borough Administrator 201-825-3400 bvozeh@ramseynj.com

West Orange Police Department–

22 years with Pascack - Implemented a VMware Virtualized Environment

Nick Allegrino - Communications and Technology Manager(973) 325-4067
nickallegrino@wopd.org

Pascack Data Services are provided either remotely over the phone, via screen sharing tools or on-site as required.

Pascack Data offers several different types of support agreements. Blocks of hours, Managed Services (which is a fixed monthly rate) and Monitoring with blocks of hours. I am confident we can put together a solution that meets your needs and budget.

Pascack Data's engineers have all been fingerprinted and background checked by the Hawthorne Police department in November of 2022. They have also taken Cyber Security and Ethics training.



Request for Proposal Information Technology Consultant

Rockaway Township Department of Administration, Division of Purchasing

65 Mount Hope Road, Rockaway NJ 07866

Published Friday, November 17, 2023

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Competitive Contract Request for Proposals

Notice is hereby given that sealed proposals will be received by the Rockaway Township Division at 65 Mount Hope Road, Rockaway NJ 07866 in accord with NJSA 40A:11-4.1 for **Information Technology Consulting Services** on December 14, 2023 by 10:00 AM prevailing time.

It is the vendor's responsibility to ensure that proposals are delivered by the submission deadline. Any proposals received after the date and time above will not be considered, regardless of the method of delivery.

Proposal information may be obtained on the Township website: <https://www.rockawayTownship.org/Bids.aspx>, or from the Division of Purchasing at 65 Mount Hope Road, Rockaway NJ 07866. Questions are to be sent in email to rockawaybids@rockawayTownship.org. Vendors are to provide in a sealed envelope one (1) proposal marked "Original", and one proposal clearly marked "Copy".

Vendors are required to comply with NJSA 10:5-31 et seq., NJAC 17:27 et seq.

Rockaway Township will award this competitive contract in accord with price and other factors as outlined within NJSA 40A:11-4.1 et. Seq. and NJAC 5:34-4.1 et. Seq.

In accord with NJSA 40A:11-4.4(d) the summary report of evaluation will be posted on the Township procurement website, <https://www.rockawayTownship.org/Bids.aspx>, at least 48 hours prior to governing body award.

This proposal is being advertised in accordance with the "Fair and Open basis" and nothing further will be required under the Pay-to-Play legislation (NJSA 19:44A-20.7)

All disputes arising under this agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practice, specifically non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication.

All costs payable to the mediator or arbitrator(s) shall be paid exclusively by the contractor. Owner shall bear none of the alternative dispute resolution costs. Any alternative dispute resolution shall be conducted at the Rockaway Township Municipal Building, 65 Mount Hope Road, Rockaway NJ 07866.

Nothing in this Article shall prevent the Owner from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices require by this Article shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into.

The joinder of parties to any dispute hereunder shall be governed by the provision of P.L. 1997, c.371.

Administrative Document Checklist

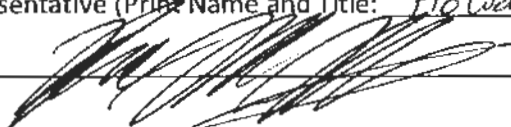
	Documentation Title	Read, Signed, or Submitted Vendor Initials
Failure to Submit any of the following items with proposal is cause for rejection		
1.	Statement of Ownership Disclosure Form	<i>HW</i>
2.	Disclosure of Investment Activities in Iran Form	<i>HW</i>
Mandatory items, required no later than the time period noted		
3.	Required Evidence of EEO/Affirmative Action Compliance, prior to contract award	<i>HW</i>
4.	Business Registration Certificate	<i>HW</i>
5.	W-9 Form	<i>HW</i>
Submit or Comply with the following		
6.	Experience and Qualifications	<i>HW</i>
7.	Insurance and Indemnification Certificate	<i>HW</i>
Read only		
8.	Americans with Disability Act of 1990 Language	<i>HW</i>
9.	Pay to Play Advisory (P.L. 2005, Chapter 271, Section 3 Reporting)	<i>HW</i>

This checklist is provided for vendor use in assuring compliance with required documentation, however it does not include all specification requirements and does not relieve the vendor of the need to read and comply with the specifications.

Date: December 13, 2023

Vendor name: Pascack Data Services, Inc.

Authorized Representative (Print Name and Title): Howard Adler President

Signature: 

Specification

I. Introduction

- a. The Township seeks qualified vendors to submit proposals to provide Information Technology Consulting services, intending this vendor to support the information technology and network operations of the Township.
- b. The successful vendor will provide technical assistance and system administration to the Township through the duration of the awarded contract.
- c. The Township maintains approximately 100 workstations, in approximately 6 locations throughout the Township, including the main municipal building, police department, senior center, road garage, and well field.
- d. Vendors are invited to tour the Township facilities by emailing rockawaybids@rockawayTownship.org. Vendors may tour Township facilities with Township staff during the week of November 27 to December 1. Unscheduled walk-throughs may not be accommodated.

II. Proposal

- a. The term of the contract shall be five (5) years. Proposal Respondents shall provide with their proposal a detailed schedule for completing all envisioned or potential services and pricing considering a five (5) year contract commencing January 1 of each year as:
 - i. Year 1 (2024)
 - ii. Year 2 (2025)
 - iii. Year 3 (2026)
 - iv. Year 4 (2027)
 - v. Year 5 (2028)
- b. The Township intends to award this contract for a 1-year period, with 4 successive consecutive 1-year contracts, which will be renewed at the Township's sole discretion.
- c. Prospective vendors are encouraged to provide whatever documents with their proposal they determine would be useful for evaluation. The Township would consider resumes of relevant staff, a narrative statement of current capability to provide the services noted herein, intended billing schedule for users, proposed coverage schedule, as well as any and all plans and resources which would be developed for the Township should the respondent be the successful vendor.

III. Requirements of Consultant

- a. Pro-active system maintenance for all network devices (i.e. warranty, network and asset status), including routine maintenance, monthly reviews and security management to prevent cyber-attacks including penetration testing.
- b. On-site maintenance is required only if required due to limitations of remote corrections.
- c. Provide work ticket solution with response time in proposal. The Township desires response time for regular requests to be within 2 – 4 hours and will review proposals for categorizations of response times.
- d. Emergency response within two (2) hour maximum response time for operational issues, servers down, email access, network performance, network connectivity and other system issues.

- e. Provide 24-7 coverage with four (4) hour emergency on site network and technical support, when required, to the Township's Police Department.
- f. Provide remote monitoring and email support for all departments, including response to Open Public Records Act requests from the Township email system in a timely manner. The vendor is not expected to provide legal review for OPRA, only to produce records.
- g. Provide regular support and updates for Microsoft Operating Systems, Microsoft Office Suite, network firewall, system security, back-up appliance, anti-virus and any other software applications used by the Township presently or in the future.
- h. Provide preventative maintenance, troubleshooting, network server/workstation maintenance, updates, upgrades, installations, configurations and troubleshooting of any and all software and hardware for workstations, servers and printer/copiers/scanners at all locations.
- i. Act as a point of contact for issues relating between the network and the Police Department proprietary applications including but not limited to, the following: CAD/RMS, MDT, NCIC, MCAS, MCS and other systems not completely listed herein.
- j. Monitoring Internet, web, portal information, service and work order ticketing electronically.
- k. Support and maintain data backup and disaster recovery and e-mail archiving.
- l. Troubleshooting (either remotely or on-site) hardware and software problems.
- m. Maintain hardware/software inventory and license documentation.
- n. Provide for on-site and off-site system file backup for PC operations, which includes rebuilding the various databases in case of system malfunction.
- o. Monitor network security usage and perform necessary system 'housekeeping'.
- p. Document information system processes and procedures and assist with network security.
- q. Demonstrate successful experience in supporting Edmund's finance and tax applications as well as other NJ municipal-based computer software applications, as appropriate.
- r. Recommend new workstation equipment and software, when necessary as well as setup and install acquired items.
- s. Strategic planning for future system upgrades, including advising on 5-year capital and operational budgeting.
- t. Provide security clearance to work on Criminal Justice systems.
- u. Work with the Township insurance and risk managers in meeting recommended cyber-security and information technology measures
- v. Respondents are required to provide a fee proposal for the above requested services with an hourly rate for projects outside the scope of this outline, including server upgrades, server installation or reinstallation, disaster recovery, planning and design.

IV. Confidentiality

Both the Township and the vendor agree that any proprietary or confidential information (including, without limitation, any and all employee information) communicated to one party by the other party, whether before or after the date of the contract, will be received in confidence, and no such information shall be disclosed to any third party without the mutual consent of each other.

V. Cancellation

Cancellation by either party shall be in writing, and require 90 days' notice of cancellation.

VI. Procurement and Method of Award

a. The Contract award shall be to the vendor who scores highest on the rubric included with this RFP, price and other factors consider (more fully described within NJAC 5.34).

Weighting of factors shall be as follows:

- i. Managerial Weighting __40__%
- ii. Technical Weighting __40__%
- iii. Cost Weighting __20__%

b. This procurement is being conducted in accord with the laws governing competitive contracting at NJSA 40A:11-4.1 et. Seq.

VII. Payment

The vendor shall submit monthly invoices for work performed in the preceding monthly period. The Township shall endeavor to pay completed vouchers within 60 days. All questions pertaining to process or technical specifications shall be submitted in writing to rockawaybids@rockawayTownship.org.

VIII. Submission

All proposals must be submitted in accordance with the following guidelines:

Proposals should be delivered to Rockaway Township Division of Purchasing by opening date and time noted in the Request for Proposals. Vendors are to provide in a sealed envelope one (1) proposal marked "Original", and one proposal clearly marked "Copy". Clearly mark the envelope or email subject line with "Rockaway Township Water Utility Operations Proposal." All questions pertaining to process or technical specifications shall be submitted in writing to rockawaybids@rockawayTownship.org.

Instructions to Vendors and Statutory Requirements

General Terms and Conditions

1. The Township of Rockaway (hereinafter the "Township") reserves the right, so long as it is in the best interests of the Township, to reject any or all proposals, select the one or combination of proposals which best suits the purposes of the Township, and to waive any technical irregularity in any or all proposals.
2. The Township shall not be liable for any failure on its part to detect or correct errors and no right shall inure to any vendor as a result of any action taken by the Township in connection therewith. Ambiguities, errors or omissions noted by the vendor should be promptly reported in writing to the appropriate official. In the event the vendor fails to notify the Township of such ambiguities, errors or omissions, the vendor shall be bound by the proposal.
3. Any prospective Vendor who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening/deadline of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the City of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the specifications and the Vendor's submitted proposal.
4. In submitting the proposal, the vendor recognizes that no subsequent claim of misunderstanding or of failure to read any relevant document or consider any relevant fact will relieve him of his obligation to perform in accordance with his bid if the Township accepts the offer.
5. The Township reserves the right to reject any or all proposals, to waive any informalities, deviations, or omissions, and to accept such proposal and make such awards as may be most advantageous to the Township.
6. Simultaneously with the submission of a proposal, a Bidder must submit an Ownership Disclosure Statement in accordance with c.33, P.L.1977. The failure to submit the Ownership Disclosure Statement with the bid shall result in the rejection of the bid. Each Bidder must also complete the Non-Collusion Affidavit contained in the proposal package.

Submission of Proposals

1. Sealed proposals shall be received by the contracting unit, Rockaway Township (hereafter referred to as "Township"), in accordance with public advertisement as required by law, with a copy of the notice made a part of these specifications.
2. Sealed proposals will be received by the designated representative at the time and location as stated in the Notice to Vendors, and at such time and place will be public opened. Names of the firms on each proposal will be read aloud, in addition to a single year price where applicable. The Township reserves the right to postpone the date for presentation and opening of proposals.
3. Sealed proposals shall be submitted in a sealed envelope addressed to the Township, bearing the name and address of the vendor submitting, and the title of the proposal. There shall be one (1) original marked "Original" and one (1) duplicate copy marked "Copy" of the proposal submitted. Submissions shall be addressed: **Rockaway Township Division of Purchasing, 65 Mount Hope Road, Rockaway NJ 07866**

4. Sealed proposals may be withdrawn prior to opening with written request to the same address. Once proposals have been opened, they will be firm for a period of sixty (60) calendar days.
5. It shall be the responsibility of the bidder to assure that their proposal arrives at the proper location by the time indicated. Late proposals, facsimiles, or telephone bids will not be considered. Bids will not be considered from firms, individuals or the same owners of separate companies submitting more than one bid.
6. The entire proposal package is to be returned completed, ie. all requested documents are to be submitted in the proposal. All proposals must be submitted upon proposals forms attached hereto, and should give any unit prices and total prices for the work in both numbers and words as noted. All prices and amounts must be signed and acknowledged by the Vendor, in accordance with the directions in the proposal. All pricing and amounts must be written in ink or machine printed, and be legible.
7. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the proposal forms, or irregularities of any kind, may be rejected by the Township. Any changes, whiteouts, strikeouts, et cetera, must be initialed in ink by the person signing the proposal. Where a proposal format is not provided, the vendor may use their own format for submission.
8. Each proposal must give the full business address, phone number, fax, email, and contact person of the vendor, and be signed by an authorized representative as follows:
 - a. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - b. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the state in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - c. Proposals by sole-proprietorship shall be signed by the proprietor.
 - d. When requested, satisfactory evidence of the authority of the signatory shall be furnished.
9. Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:
 - a. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - b. N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - c. N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - d. Vendor should consult the statutes or legal counsel for further information.
10. The official RFP package is posted on the Township website <https://www.rockawayTownship.org/bids.aspx> in portable document format, at no cost to prospective respondents. Addenda will be posted at the same website. Respondents are cautioned they are responsible for ensuring they have reviewed a complete package and addenda; posting on third party and aggregation services that may or may not be complete must

be reviewed against the version on the Township website. The Township is not responsible for third party supplied information or documents, nor for discrepancies arising therefrom.

Interpretation and Addenda

1. The Vendor understands and agrees that its proposal is submitted on the basis of the specifications prepared by the city. The Vendor accepts the obligation to become familiar with these specifications.
2. Vendors are expected to examine the specifications and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official.
3. No oral interpretation and/or clarification of the meaning of the specifications for any goods and services will be made to any Vendor. Such request shall be in writing, addressed to the Township's representative stipulated in the specification. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening/deadline of the proposal for goods and services.
4. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and notice will be provided through an advertisement in the Township official newspaper, sent to potential bidders who provided a physical or email address when obtaining a copy of the proposal/bid package, or had submitted a proposal/bid submission. All addenda so issued shall become part of the specification and proposal/bid documents and shall be acknowledged by the bidder in the proposal/bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.
5. Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the Township shall provide required notice prior to the official receipt of proposals/bids to any person who has submitted a proposal/bid or who has received a proposal/bid package. They will be sent from the Township Purchasing Agent (rockawaybids@rockawayTownship.org). It is recommended that vendors include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.
6. Discrepancies in Proposals:
 - a. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - b. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

Americans with Disabilities Act

Equal Opportunity for Individuals with Disability

The Contractor and the Township of Rockaway do hereby agree that the provisions of Title II 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 Township of Rockaway 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 Township of Rockaway in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township of Rockaway, 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 incurred in connection therewith. In any and all complaints brought pursuant to the Township of Rockaway grievance procedure, the Contractor agrees to abide by any decision of the Township of Rockaway which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Rockaway or if the Township of Rockaway 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 Township of Rockaway 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 proceedings is brought against the Township of Rockaway or any of its agents, servants, and employees, the Township of Rockaway shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of Rockaway 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 Township of Rockaway pursuant to this paragraph.

It is further agreed and understood that the Township of Rockaway 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 Township of Rockaway from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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:

1. Letter of Federal Affirmative Action Plan Approval

2. Certificate of Employee Information Report

3. Employee Information Report Form AA302 (provided by the Division and distributed to through the Division's website https://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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

New Jersey Anti-Discrimination Provisions, NJSA 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.

New Jersey Business Registration Certification

Pursuant to NJSA 52:32-44, Rockaway Township (Contracting Agency), is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise services within the Department of Treasury.

Prior to award or authorization, the contractor shall provide the Contracting agency with its proof of business registration and that of any named sub-contractor(s).

Sub-contractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contract is awarded or authorized.

Disclosure of Investment Activities in Iran – A “Disclosure of Investment Activities in Iran” pursuant to Public Law 2012 c. 25 must be completed and submitted with all proposals. Failure to complete, sign, certify and submit the Disclosure of Investment Activities in Iran form with the proposal shall be cause for rejection of the proposal.

Non-Collusion Affidavit

State of New Jersey

County of Bergen

ss:

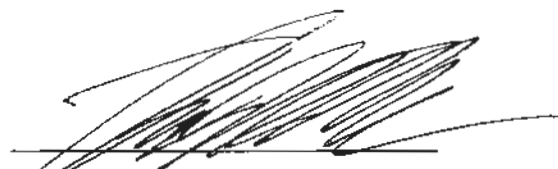
I, Howard Adler (name of affiant) residing in Oradell (name of municipality) in the County of Bergen and State of NJ of full age, being duly sworn according to law on my oath depose and say that:

I am President (title or position) of the firm of Pascack Data Svcs (name of firm) the bidder making this Proposal for the bid entitled KFF Technology Consultant (title of bid proposal) 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 Township of Rockaway 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 Pascack Data Services, Inc.

Subscribed and sworn to

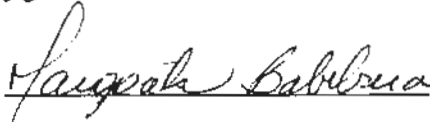
before me this day


Signature

Howard Adler

Type or print name of affiant under signature

December 13, 2023



Notary public of

My Commission expires

(Seal)

MARGARITA S. BABILONIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 28, 2025

Indemnification

The company shall agree to defend (including providing the costs of a defense, which includes but is not limited to payment of attorneys' fees and professional fees), indemnify, and save harmless the Township, its officers, agents, servants, and employees even in the event of the Township's sole negligence for any and all claims made by any person or entity for personal injury or bodily injury of any nature or for property damage which injury or damage is alleged to have occurred out of the work or to have in any way been connected to the work set forth in this proposal whether such work is provided directly by the company or whether such work is provided by any employee, agent, representative, contractor or subcontractor, or professional licensee hired by the successful contractor. This duty to indemnify and defend shall extend to all activities which are undertaken in the context of the performance of the work set forth in this proposal or which are in any way connected to such work. This includes but is not limited to the inspection, maintenance, use or operation, etc. of vehicles, machinery, equipment, implements, or appliances used by or in the possession of said company, its agents, employees, contractor or subcontractor or professional licensee hired by the successful contractor, and/or any and all claims which may be asserted against the successful contractor or the Township for failure to respond or act in a timely manner.

Insurance Requirements

1. List the proposing company's primary insurance provider—include a brief overview of the firm's insurance coverage policy limit amounts permitted by the insurance provider.
2. The proposing company **MUST** provide a copy of required insurance policies and all endorsements along with a Certificate of Insurance indicating that the firm carries the following insurance:
 - a. General Liability insurance coverage in the amount of no less than \$2,000,000.
 - b. Auto Liability insurance coverage in the amount of no less than \$2,000,000.
 - c. Professional Liability insurance coverage in the amount of no less than \$2,000,000.
 - d. Excess/Umbrella insurance coverage in the amount of no less than \$5,000,000 per occurrence.
 - e. **WORKER COMPENSATION / EMPLOYERS LIABILITY**
 - i. Worker Compensation – Statutory
 - ii. Employers Liability -
 1. \$1,000,000.00 each accident
 2. \$1,000,000.00 each employee
 3. \$1,000,000.00 policy limit

Worker Compensation to comply with NJ Statutes and all states where work is to be performed. Coverage for USLHW Act and Jones Act if applicable. If any party operates as a Sole Proprietor, Partnership, Limited Liability Partnership (L.L.P.) or Limited Liability Company (L.L.C.) the Certificate of Insurance shall state when applicable that the self-employed persons, partners, partners of the L.L.P. or members of the L.L.C. have **elected** to be deemed employees of the business and therefore covered under the policy.

3. The proofs of insurance provided should detail all levels of insurance that may be required by the Township of Rockaway to accept a contractual obligation which, shall be—at a minimum—provided by an insurance company which carries an AM Best rating of A- or better. All policies shall be with companies satisfactory to The Township of Rockaway.
4. The insurance coverage provided shall also cover damages from any errors and omissions in the performance of professional engineering duties.
5. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Firm under the terms of the Contract. The Firm shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. That is, the Insurance coverage having policy limits in the amounts required by the Township shall not be construed to relieve the Bidder from liability in excess of such coverage, nor shall it preclude the Township from taking such other actions as are available to it under the provisions of this Agreement or otherwise in the law.
6. All insurance required herein shall be maintained in full force and effect during the term of the successful Bidder's Agreement with the Township and shall constitute primary coverage over any other applicable insurance.
7. All insurance policies required hereunder shall include an endorsement naming the Township and its officers, agents, engineer, attorney, employees, and servants as additional insured's, which

insurance shall provide primary and non-contributory insurance coverage to the Township, its agents, etc. In addition, the additional insurance shall include but not be limited to coverage for the additional insured for bodily or personal injury, property damage or other loss for which the contractor's insurance policy provides coverage for the contractor's work (policy language – "your work") and for coverage which is included in the contractor's "products-completed operations hazard" coverage. An endorsement shall be provided that the policies shall not be changed or canceled prior to thirty (30) days after written notice has been provided by the insurance carrier directly to the Township.

8. During the term of its Agreement with the Township, the successful contractor shall be obligated to renew each and every insurance policy which may expire. In cases where a required insurance policy is cancelled or terminated during its term, the successful Bidder shall immediately procure insurance to replace such policy (or policies) and shall immediately provide all insurance information required by the Township as proof that the cancelled or terminated policy has been restored or replaced. In the event the successful Bidder fails or refuses to renew its insurance policies, or the coverage is canceled, terminated, or modified so that the insurance does not meet the requirements of the successful Bidder's Agreement with the Township, such failure shall constitute default of the successful Bidder's Agreement with the Township.

Ownership Disclosure Certification

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 Included with All Bid and Proposal Submissions

Name of Business: Pascack Data Services Inc
Address of Business: 200 Central Ave, Suite 100
Name of person completing this form: Howard Adler

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

To comply with this section, a bidder 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 percent 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 percent 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 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☒ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

- ☒ I certify that 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.

OR

- ☐ I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. Please attach additional sheets if more space is needed:

Name: Howard Adler
Address: 148 Gordon Ct Oradell NJ 07649

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Part III

Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder 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 percent 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 percent 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 percent or greater beneficial interest."

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

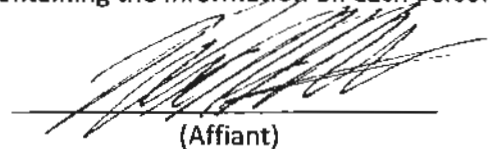
AND

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this 13 day of
December, 2023.


(Affiant)

(Notary Public) 

My Commission expires:

MARGARITA S. BABILONIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 26, 2026


(Print name of affiant and title if applicable)
Howard Adler
(Corporate Seal if a Corporation)

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 Rockaway Township 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 Township to notify the Rockaway Township 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 Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Title:

Signature:

Date:

Chapter 25 of the Laws of 2012 (P.L.2022, C. 3; N.J.S.A. 52:32-55 et. seq.):

All government contracting units in New Jersey are now required to receive certification that the person or entity submitting a bid; proposal or accepts any renewal of contract awarded pursuant to a bid or proposal shall 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/odf/chapter25list.pdf. Bidders/proposers must review this list prior to completing the below certification. Failure to complete this certification will render a bid or proposal non-responsive.

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 and 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: 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 outlined above by completing the boxes below.	
PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES PLEASE ADD ADDITIONAL PAGES.	
Name	Relationship to Bidder/Proposer
Description of Activities	
Duration of Engagement	Anticipation Cessation Date
Bidder/Proposer Contact Name	Phone#

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 above-referenced person or entity. I acknowledge that the State of New 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 any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal

Township of Rockaway Information Technology Consulting Pg. 21

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 agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Signed

Company Pascack Data Services Inc.

Pay to Play Advisory

PAY TO PLAY ADVISORY

Disclosure Requirement

P.L. 2005, Chapter 271, Section 3 Reporting

(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Rating Factors

There are weights to each section which will be announced at time of opening of proposals. All responses will be rated on price and other factors, and award will be made to the highest overall rated proposal.

As per NJAC 5:34-1 et Seq. the rating report will be made available at a minimum 48 hours prior to action by the governing body, at the Township clerk's office.

The Rating rubric below will be used by the rating committee.

Weighting, all factor weights will sum to 1 ($X+Y+Z = 1$)

Technical Criteria = X, Management Criteria = Y, Cost Criteria = Z

Vendor Name: <i>Pascack Data Services</i>		
Technical Criteria		Technical Points (A, sum 4 below)
(1) Does the proposal demonstrate clear understanding of the scope of work and related objectives?		
(2) Is the vendor's proposal complete and responsive to the specific RFP Requirements?		
(3) Has past performance of methodology been documented?		
(4) Does the vendor's proposal use innovative technologies or techniques?		
Management Criteria		Management Points (B, sum 8 below)
(1) How well does the proposed schedule of services meet the contracting unit's needs?		
(2) Does the vendor document a record of on-time, on-budget performance?		
(3) Does the vendor document a record of statutory compliance with similar services?		
(4) Does the vendor document a record of program experience?		

(5) Does the vendor rely on in-house resources?		
(6) Are availability of in house or non-in-house resources documented?		
(7) Does the vendor make use of business capabilities or initiatives that involve women owned, minority owned and small business enterprises?		
(8) Does the vendor document cultural sensitivity in hiring processes?		
Cost Criteria		Cost Points (C, sum three below)
(1) Relative cost: How does the cost compare to similarly scored proposals?		
(2) Is the price and its component charges adequately explained?		
(3) Does the proposal include quality control and assurance programs?		
Total Points		A + B + C
Weighted Total Points		XA + YB + ZC

Award will be based on Weighted total points.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Pascack Data Services, Inc.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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) _____

(Applies to accounts maintained outside the U.S.)

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

200 Central Ave. Suite 100

6 City, state, and ZIP code

Hawthorne, NJ 07506

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

2 2 - 2 0 9 7 8 0 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

12/13/23

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.

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*, 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. 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*, 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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 his or her 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 his or her 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 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 under 4 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.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States 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 no longer are 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.

a. **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: 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your Individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	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 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 in 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 possession, 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 possession
- 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
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed 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 possession, 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, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately.

To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. 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/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

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 ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

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

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

12/01/15

Taxpayer Identification# 222-097-808/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

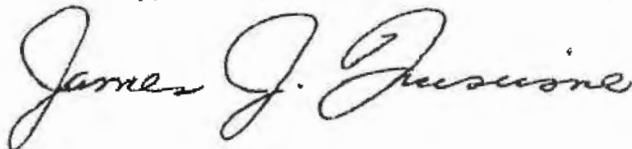
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

PASCACK DATA SERVICES, INC.

ADDRESS:

200 CENTRAL AVE, STE 100
HAWTHORNE NJ 07506

EFFECTIVE DATE:

02/06/76

TRADE NAME:

SEQUENCE NUMBER:

0066865

ISSUANCE DATE:

12/01/15



Director
New Jersey Division of Revenue

FORM-BRC
(04-08) D205846V

This Certificate is NOT assignable or transferable. It must be consigned.



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES

SHEILA OLIVER
Lt. Governor

P.O. BOX 026
TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges PASCACK DATA SERVICES, INC. as a Category 2 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a small businesses.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified small businesses. If the business seeks to be certified again, it will have to reapply.



Peter Lowicki
Deputy Director

Issued: 2/6/2023
Certification Number: A0320-65

Expiration: 2/6/2026

The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-May-2023** to **15-May-2030**

PASCACK DATA SERVICES, INC.

200 CENTRAL AVE., SUITE 100

HAWTHORNE NJ 07506



A handwritten signature in cursive script, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO

State Treasurer



PASCA-2

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Donnelly & Sprout, Inc. 55 Harristown Rd. Glen Rock, NJ 07462 Kevin V. McDonald	201-493-9002	CONTACT NAME: Kevin V. McDonald
		PHONE (A/C, No, Ext): 201-493-9002 FAX (A/C, No): 201-493-9004
INSURED Pascack Data Services Inc 200 Central Ave, Ste 100 Hawthorne, NJ 07506	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
		NAIC # 25674

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO JECT ☐ LOC OTHER:			6806B45974A	04/07/2023	04/07/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6806B45974A	04/07/2023	04/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 5000 ☐ OCCUR ☐ CLAIMS-MADE			CUP3C777510	04/07/2023	04/07/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB5J431891	09/29/2023	09/29/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 PROPERTY 369,090

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When agreed to in writing with named insured by contract or agreement, the following are additionally insured for General Liability for the Computer Networking/Maintenance and IT Services bid; Township of Randolph.

For the contract term of November 14, 2023 through November 13, 2024

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kevin V. McDonald

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE**ISSUING DATE (MM/DD/YYYY)**

11/08/2023

THIS CERTIFICATE ISSUED IS FOR INFORMATION PURPOSES ONLY. IT PROVIDES NO RIGHTS TO THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, ALTER OR EXTEND COVERAGE PROVIDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CARRIER AFFORDING COVERAGE AND THE CERTIFICATE HOLDER.

A STATEMENT ON THIS CERTIFICATE DOES NOT PROVIDE RIGHTS TO THE CERTIFICATE HOLDER FOR THE FOLLOWING UNLESS THE APPLICABLE ENDORSEMENTS ARE ATTACHED TO THE POLICY(IES) LISTED BELOW

ADDITIONAL INSURED/ALTERNATE EMPLOYER/WAIVER OF SUBROGATION/PRIMARY & NON-CONTRIBUTORY/NOTICE OF CANCELLATION: THE POLICY(IES) MUST HAVE THE NECESSARY ENDORSEMENT(S) TO MODIFY TERMS AND CONDITIONS.

INSURED: PASCACK DATA SERVICES INC See Additional Remarks Schedule 200 CENTRAL AVE STE 100 HAWTHORNE, NJ 07506	INSURANCE CARRIER AFFORDING COVERAGE: <table border="1"><tr><td>GENERAL LIABILITY:</td><td></td><td>NAIC #</td></tr><tr><td>AUTO LIABILITY:</td><td>New Jersey Manufacturers Insurance Company</td><td>12122</td></tr><tr><td>UMBRELLA LIABILITY:</td><td></td><td></td></tr><tr><td>WORKERS COMP:</td><td></td><td></td></tr></table>	GENERAL LIABILITY:		NAIC #	AUTO LIABILITY:	New Jersey Manufacturers Insurance Company	12122	UMBRELLA LIABILITY:			WORKERS COMP:		
GENERAL LIABILITY:		NAIC #											
AUTO LIABILITY:	New Jersey Manufacturers Insurance Company	12122											
UMBRELLA LIABILITY:													
WORKERS COMP:													

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

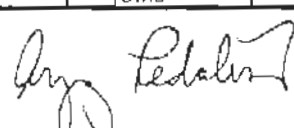
TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY) - (MM/DD/YYYY)	LIMITS OF INSURANCE																								
COMMERCIAL GENERAL LIABILITY ☐ OCCURRENCE GENERAL AGGREGATE LIMIT APPLIES: ☐ POLICY ☐ LOCATION ☐ PROJECT ☐ LOCATION			<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Each Occurrence)</td><td>\$</td></tr><tr><td>MED EXP (Any One Person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td></tr><tr><td>PRODS - COMP/OPS AGG</td><td>\$</td></tr><tr><td>COMBINED SINGLE LIMIT (Each accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per Person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per Accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	DAMAGE TO RENTED PREMISES (Each Occurrence)	\$	MED EXP (Any One Person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODS - COMP/OPS AGG	\$	COMBINED SINGLE LIMIT (Each accident)	\$ 1,000,000	BODILY INJURY (Per Person)	\$	BODILY INJURY (Per Accident)	\$	PROPERTY DAMAGE (Per accident)	\$	EACH OCCURRENCE	\$	AGGREGATE	\$
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AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	B7185259 CAGM	11/29/2023 - 11/29/2024	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Each accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per Person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per Accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Each accident)	\$ 1,000,000	BODILY INJURY (Per Person)	\$	BODILY INJURY (Per Accident)	\$	PROPERTY DAMAGE (Per accident)	\$	EACH OCCURRENCE	\$	AGGREGATE	\$												
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AGGREGATE	\$																										
UMBRELLA LIABILITY ☐ OCCURRENCE ☐ RETENTION \$			<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$																				
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SEE ATTACHED ADDITIONAL REMARKS SCHEDULE FOR DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

CERTIFICATE HOLDER	ADDITIONAL INSURED (IF APPLICABLE)		
	ADDL INSURED OR ALTERNATE EMPLOYER	WAIVER OF SUBROGATION	PRIMARY & NON- CONTRIBUTORY
	☐ CGL ☐ AUTO ☐ WC (ALT. EMPLOYER) ☐ UMB	☐ CGL ☐ AUTO ☐ WC ☐ UMB	☐ CGL ☐ AUTO ☐ N/A WC ☐ UMB NON-CONTRIB

CANCELLATION

SHOWED ANY OF THE ABOVE CAPTIONED POLICIES BE CANCELLED, EITHER BY REQUEST OF THE INSURED OR CARRIER, PRIOR TO THE EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY TERMS, CONDITIONS & PROVISIONS


AUTHORIZED REPRESENTATIVE