



Your Partner for Comprehensive Technology Services

At ProactiveRISK, we specialize in delivering a broad range of technology services to cater to the dynamic needs of businesses across industries. Our expertise spans across hardware supply, custom software development, technical consulting, security investigations, and specialized computer training. With a commitment to excellence and innovation, we ensure that our clients stay ahead in the ever-evolving digital landscape.

Hardware Merchant Wholesaling (NAICS 423710)

We provide an extensive selection of high-quality computer hardware and networking equipment. Our products are sourced from top manufacturers and are tailored to meet the specific requirements of your business, ensuring reliability and performance.

Custom Computer Programming Services (NAICS 541511)

Our team of skilled programmers is adept at creating bespoke software solutions. From initial design to deployment, we work closely with clients to develop applications that streamline operations, enhance user experience, and drive business growth.

Scientific and Technical Consulting Services (NAICS 541690)

ProactiveRISK offers expert consulting services to address the complex technological challenges faced by organizations. We deliver actionable insights and strategic guidance on IT infrastructure, cyber security, data management, and more.

Investigation Services (NAICS 561611)

We conduct thorough IT investigations to safeguard your business against fraud, data breaches, and other cyber threats. Our investigative services are designed to identify vulnerabilities, ensure compliance, and protect your critical information assets.

Computer Training (NAICS 611420)

Our educational services are crafted to empower your workforce with the latest computer skills and knowledge. From basic IT literacy to advanced technical certifications, we provide comprehensive training programs that enhance employee capabilities and productivity.



Commitment to Quality

ProactiveRISK provides the highest standard of service. We pride ourselves on our ability to deliver customized solutions that not only meet but exceed our clients' expectations. By staying abreast of technological advancements and industry trends, we ensure that our clients receive the best possible advice and products available.

- Entity Classification: [SDVOSB](#)
- US Gov. Contractor Cage Code: 3BX57
- [New Jersey Annual Report & NJ Short Form](#)
- DUNS: [127004401](#)
- EIN: [22-3774626](#)
- Corporation | Delaware: [3341119](#)
- [CATSCAN® Trademark](#)
- International Association Chiefs of Police Member # [01757833](#)
- [NJ Business Registration Certificate](#)
- [Bill.com Profile Page](#)
- Microsoft Partner ID: 4612525
- [Professional Liability Insurance](#)
- [General Liability Insurance](#)
- [Cyber Security Insurance](#)
- [ProactiveRISK W9](#)
- [FedBiz Access Profile](#)
- [Master Services Agreement](#)
- [Slack Channel](#)

Mailing Address:

759 Bloomfield Ave. Suite 172
West Caldwell, New Jersey 07006

973-298-1160



STATEMENT OF WORK No. 2023-RT-WO-001

This Project Statement of Work (SOW) dated 13 day of December 2023 is subject to the terms of the Master Services Agreement, (the "Agreement") between Proactive Risk, Inc. ("Company") and Rockaway Township, ("Client"). Pursuant to the Agreement, Proactive Risk has agreed to perform certain services in accordance with written WOs such as this one, entered into from time to time describing such services.

The parties hereby agree as follows:

1. Services to be Provided: Company will render such services as may be necessary to complete in a professional manner the project described below and made a part hereof in its entirety as amended from time to time. The contract will be for years 2024 - 2028 or (5) years.

DESCRIPTION OF SERVICES:

In the fast-paced world of business, IT infrastructure forms the backbone of success. MANAGEIT® by Proactive Risk offers an all-encompassing IT Managed Service Provider (MSP) solution, specifically tailored. From our Northern New Jersey Data Center, we extend our services nationwide, ensuring a robust, secure, and efficient IT environment that is proactive about cyber security and manages the [Center for Internet Security Version 8.0 Controls](#).

Task 1: Proactive Risk will provide 24/7 telephone and email work order ticketing for all authorized users of Rockaway Township for the duration of the awarded (5) year contract.

Emergency requests will be escalated and responded to by senior team members for such things as servers down, email access, network performance, network connectivity, and other critical systemwide issues. Troubleshooting (either remotely or on-site) hardware and software problems

Rockaway Township Police Department will have 24/7 helpdesk coverage and (4) hour emergency on-site network and technical support, when required, to the Township's Police Department

Task 2: Proactive Risk will provide eDiscovery support services including the Open Public Records Act requests from the Township email system promptly using Microsoft Office Purview.

Task 3: Provide regular support and updates for Microsoft Operating Systems, Microsoft Office Suite, network firewall, system security, backup appliance, anti-virus, and any other software applications used by the Township presently or in the future.

Task 4: Provide preventative maintenance, troubleshooting, network server/workstation maintenance, updates, upgrades, installations, configurations, and troubleshooting of any software and hardware for workstations, servers, and warrantied printers/copiers/scanners at all locations.

Task 5: We shall act as a point of contact for issues relating to the TCP/IP 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.

Task 6: Provide Internet content and security filtering from known phishing and malicious websites.

Task 7: Provide support and maintain data backup software and disaster recovery assistance.

Task 8: Provide Office365/Exchange email archiving and retention for min (7) years.

Task 9: Provide for on-site and off-site system file backup for PC operations using Microsoft One-Drive for workstations and image backups of virtual or physical servers which includes rebuilding the various databases in case of system malfunction.

Task 10: Update and manage electronic documentation

Task 11: Provide technical support and liaison for Edmunds GovTech's Tax Billing & Collections application.

Task 12: Proactive Risk will monitor the lease dates of equipment and or warranty status to ensure that all devices are supported by the manufacturer and not end-of-life.

Task 13: Proactive Risk will provide a fractional cyber management service to advise on strategic planning for future system upgrades, including advising on 5-year capital and operational budgeting. We will recommend and provide pricing for equipment purchased. This service will also extend to Rockaway Township's insurance and risk managers in meeting recommended cyber-security and information technology measures

Task 14: Proactive Risk will provide certified individuals with approved levels of clearance to work on Criminal Justice systems as required.

All items not defined as part of the work order or tasks will be billed at the following rates

- Project Management \$125 per hr
- Technical Consultant \$225 per hr
- Senior Technical Consultant \$275 per hr
- Principal Technical Consultant \$300 per hr

2. Company's Main Contact Within Client: The individual set forth below in this paragraph shall be Company's prime contact within Client with regards to Company's Services hereunder and shall be responsible for approving Company's scope of work under this WO:

Name: **Paula Cozzarelli**

Title: **Rockaway Township Business Administrator**

3. Fee Rate and Payment Schedule: The client shall pay the following monthly in advance rate for the innovative Proactive Risk, Managed Service Providers (MSP) service known as MANAGEIT®.

Monthly: \$14,119.13

Total annual cost: \$169,429.60. The cost will increase every calendar year of the contract by 9% per year during the 5 year term.

In addition, Client shall reimburse Company for out-of-pocket travel, hotel and meal expenses reasonably incurred by Company provided that any travel is approved in advance by Client and the expenses are incurred in accordance with Client's reimbursement policies.

Accepted & Agreed to by:

Proactive Risk Inc.

Name *

Tom Brennan

Title *

CEO

Signature *



Signature

Date *

mm/dd/yyyy

Rockaway Township

Name *

Paula Cozzarelli

Title *

Business Administrator

Signature *



Signature

Date *

mm/dd/yyyy

Virtual CIO services

Executive-level consulting to get the most from your IT investment

Company leaders who want to move their business forward are looking to technology to play a pivotal role in that progress. But technology alone isn't enough. An experienced, high-level IT professional on your side will help you leverage that technology for maximum impact.

What is a VCIO?

A virtual chief information officer (vCIO) is an executive-level IT professional that provides advice, guidance, and management of your overall technology strategy. The virtual part of a vCIO service allows businesses of any size to access the deep expertise of a C-suite IT professional without the cost of hiring another in-house executive.

Helping you take advantage of tech advancements for business profitability

Digital transformation of workflow now allows small to mid-size businesses across the globe to do more with less, streamline processes, expand profit margins, and compete with their larger competitors. A vCIO is the right person to help your business assess your current IT environment, build a strategy to utilize tech for your business advantage, and manage the implementation of that strategy for you.

What does a vCIO do?

- ▶ Becomes intimately familiar with the technology in use by your company
 - ▶ Provides the IT information you need to make go-forward decisions
 - ▶ Helps you navigate what new technologies might be helpful for your business
 - ▶ Gives guidance on IT purchases and budgeting
 - ▶ Oversees a comprehensive IT management strategy
 - ▶ Delivers consultation surrounding cybersecurity protocol implementation and management
 - ▶ Works to align people, technology, and processes
 - ▶ Makes IT analytics available to executive team members for real-time decision making
- 

The business benefits of partnering with us for vCIO services

- ▶ High-level IT advice aligned with your organizational objectives
- ▶ IT budgeting consulting to get the highest ROI from your IT spend
- ▶ Executive IT insight into and management of your cybersecurity posture and protocols
- ▶ Visibility into the cost and capability of IT to support proposed next business steps
- ▶ Hands-free oversight of your current IT environment
- ▶ A single point of contact for today's IT use and tomorrow's IT opportunities

Staying competitive while staying on budget

Hiring a full-time, in-house IT executive (CIO) can be both time-consuming and expensive. By partnering with our firm or virtual CIO services, you get all the advantages of a C-suite IT professional on your team at a fraction of the cost of another salaried executive on staff. Your competitors can make the most of the technology they use because they have a top-shelf IT strategy. That same strategic IT consulting and management experience is available to you within an easily budgeted, outsourced framework.

Need more information?

Proactive Risk Inc.

www.proactiverisk.com

sales@proactiverisk.com

973-298-1160



This MASTER SERVICES AGREEMENT ("MSA") is effective as of the Effective Date defined in the signature block below by and between Proactive Risk Inc. ("Service Provider") and Rockaway Township ("Client") as defined in the signature block below.

1. Scope of Agreement

- a. This Agreement serves as a Master Services Agreement and applies to purchases of services ("Services"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "Product") from Service Provider by Client.
- b. No Products or Services will be provided under this Master Services Agreement alone, but will instead be delivered via and governed by Statements of Work that contain terms relating to this Agreement, and when executed by both parties will be considered incorporated in this Master Services Agreement.
- c. Multiple Statements of Work may be incorporated under this Master Services Agreement.
- d. Should there be any conflict between the terms of any Statement of Work and those of this Master Services Agreement, the terms of the Statement of Work will prevail

2. Term of Agreement

- a. This Agreement will begin on the Effective Date and will continue until each Statement of Work expires or is terminated. This Agreement and any Statement of Work may be terminated by the Client upon ninety (90) days written notice if the Service Provider:
 - i. Fails to fulfill in any material respect its obligations under this Master Services Agreement and/or any Statement of Work and does not cure such failure within thirty (30) days of receipt of such written notice.
 - ii. Breaches any material term or condition of this Master Services Agreement and/or any Statement of Work and fails to remedy such breach within thirty (30) days of receipt of such written notice.
 - iii. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b. This Master Services Agreement and/or any Statement of Work may be terminated by the Service Provider upon ninety (90) days written notice to the Client.
- c. If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of Services, including timely transfer of the Services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

3. Fees and Payment Schedule

Fees will be invoiced to Client monthly and will become due and payable on the first day of each month. Services will be suspended, and Products recovered if payment is not received within 5 days following date due. If payment is not received on or before any invoice due date, interest shall accrue at the rate of one and one-half percent (1.5%) per month from the date due until paid in full.

4. Assignment

Service Provider may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of Service Provider's business. Client may not assign their rights and obligations under this Agreement without the prior written consent of Service Provider.

5. Independent Contractor

The relationship of the parties established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any agency or employment relationship between the parties or any of their employees. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

6. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for Services, Products or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

7. Non-Solicitation

During the term of this agreement and for a period of 12 months after the termination of this agreement, neither party shall indirectly, or through any other party, solicit for employment any employees of the other party.

8. Confidentiality

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing Services, and will protect against unauthorized use.

9. Miscellaneous

This Master Services Agreement and all associated Statements of Work shall be governed by the laws of the State of [YOUR STATE] and constitutes the entire Agreement between Client and Service Provider. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. Service Provider is not responsible for failure to render Services due to circumstances beyond its control including, but not limited to, acts of God.

Acceptance of Master Services Agreement

This Master Services Agreement and all associated Statements of Work associated with it constitutes the entire agreement between Client and Service Provider and supersedes all prior agreements, negotiations or understandings.

[The rest of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Master Services Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:**Proactive Risk Inc.****Name ***

Tom Brennan

Title *

CEO

Signature ***Date ***

mm/dd/yyyy

Rockaway Township**Name *****Title *****Signature *****Date ***

mm/dd/yyyy



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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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. 512101 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 NISA 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 Morris

ss:

I, Thomas James Brennan (name of affiant) residing in Rockaway Township (name of municipality) in the County of Morris and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am CEO (title or position) of the firm of Proactive Risk Inc. (name of firm) the bidder making this Proposal for the bid entitled Information 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 Proactive Risk Inc. .

Subscribed and sworn to

before me this day



Signature

 Thomas James Brennan

Type or print name of affiant under signature

 December, 14 2023



Notary public of
OFFICIAL SEAL
Joseph Marrone
Notary Public - New Jersey
My Commission Expires
June 21, 2025
ID 2330513

My Commission expires
(Seal)

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 sub-contractor, 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 sub-contractor 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: _____ Proactive Risk Inc. 759 Bloomfield Ave., Suite 172,

Address of Business: _____ West Caldwell, New Jersey 07006_____

Name of person completing this form: _____ Thomas J Brennan _____

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: _____ Thomas J Brennan _____
Address: _____ 6 Stone Ridge Ct., Rockaway NJ 07866 _____

Name: _____ N/A _____
Address: _____

Name: _____ N/A _____
Address: _____

Name: _____ N/A _____
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.

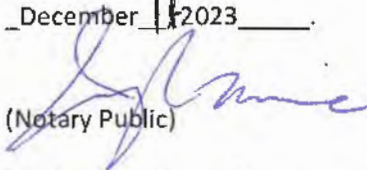
AND

- ☐ 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

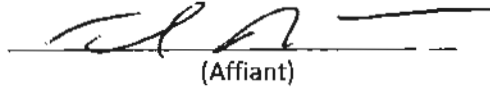
- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this 14th day of
December 11 2023.


(Notary Public)

OFFICIAL SEAL
Joseph Marrone
Notary Public - New Jersey
My Commission Expires
June 21, 2025
ID 2330513

My Commission expires:


(Affiant)

THOMAS BRENNAN CEO
(Print name of affiant and title if applicable)

(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):

THOMAS BRENNAN
CEO

Title:

Signature:

Date:



12/14/2024

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

X 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.

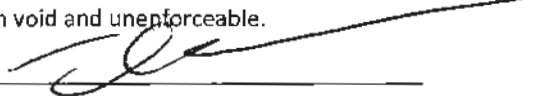
OR

☐ 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

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 Proactive Risk 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: _____		
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.

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

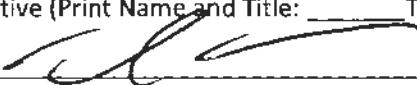
	Documentation Title	Read, Signed, or Submitted Vendor Initials
Failure to Submit any of the following items with proposal is cause for rejection		
1.	Statement of Ownership Disclosure Form	TR
2.	Disclosure of Investment Activities in Iran Form	TR
Mandatory items, required no later than the time period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

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: 12/13/2023

Vendor name: Proactive Risk Inc.

Authorized Representative (Print Name and Title: Thomas Brennan, CEO)

Signature: 

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.

Proactive Risk 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.

759 Bloomfield Ave #172

6 City, state, and ZIP code

West Caldwell, New Jersey 07006

7 List account number(s) here (optional)

Requester's name and address (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 - 3 7 7 4 6 2 6

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 ► 08/01/2021

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.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PROACTIVE RISK, INC.

Trade Name:

Address: 759 BLOOMFIELD AVE SUITE 172
WEST CALDWELL, NJ 07006-6701

Certificate Number: 0773721

Effective Date: March 21, 2001

Date of Issuance: November 03, 2023

For Office Use Only:

20231103110320381

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

PROACTIVE RISK, INC.

0100839881

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Delaware Foreign For-Profit Corporation was registered by this office on January 18, 2001.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

TOM BRENNAN
759 BLOOMFIELD AVE.,
SUITE 172
WEST CALDWELL, NJ 07006



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
22nd day of July, 2023*

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 2721101186

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

