

**MANALAPAN TOWNSHIP**

**MONMOUTH COUNTY**

**NEW JERSEY**

**BID #24-02**

**ALARM REGISTRATION AND MANAGEMENT SERVICES  
FOR THE MANALAPAN TOWNSHIP POLICE DEPARTMENT**

**TOWNSHIP OF MANALAPAN**

**MARY ANN MUSICH, MAYOR**

**JACK MCNABOE, DEPUTY MAYOR**

**TOWNSHIP COMMITTEE MEMBERS**

**SUSAN COHEN  
BARRY JACOBSON  
ERIC NELSON**

**BUSINESS ADMINISTRATOR  
TARA LOVRICH**

**TOWNSHIP CLERK  
SHARI ROSE**

**QUALIFIED PURCHASING AGENT  
KAITLYN SAFCHINSKY**

**BIDDER:** \_\_\_\_\_

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

\_\_\_\_\_

**TEL. NO.** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**BID OPENING: **FRIDAY, MAY 10, 2024** AT 11:00 A.M.**

## NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED BY THE PURCHASING AGENT / TOWNSHIP CLERK OF THE TOWNSHIP OF MANALAPAN AT 11:00 A.M. PREVAILING TIME ON **FRIDAY, MAY 10, 2024** IN ROOM 213 OF THE MUNICIPAL BUILDING, 120 ROUTE 522 & TAYLORS MILLS ROAD, MANALAPAN, NEW JERSEY, AFTER WHICH TIME THEY WILL BE PUBLICLY READ ALOUD FOR:

**BID # 24-02**  
**ALARM REGISTRATION AND MANAGEMENT SERVICES**  
**FOR THE MANALAPAN TOWNSHIP POLICE DEPARTMENT**

SPECIFICATIONS MAY BE OBTAINED AT THE OFFICE OF THE PURCHASING AGENT IN THE MUNICIPAL BUILDING UNTIL 48 HOURS PRIOR TO THE TIME SET FOR THE OPENING OF THE BID OR DOWNLOADED AT [https://mtnj.org/departments/finance\\_department/bid-opportunities/](https://mtnj.org/departments/finance_department/bid-opportunities/)

BIDS MUST BE ON THE PROPOSAL SHEETS FURNISHED BY THE PURCHASING AGENT, ENCLOSED IN A SEALED ENVELOPE AND ADDRESSED TO THE OFFICE OF THE MUNICIPAL CLERK, TOWNSHIP OF MANALAPAN, 120 ROUTE 522 & TAYLORS MILLS ROAD, MANALAPAN, NEW JERSEY 07726.

**SEALED ENVELOPE SHOULD INDICATE BID**  
**BEING ANSWERED AND NAME OF BIDDER**

BIDS MUST BE ACCOMPANIED BY A CERTIFIED CHECK, CASHIER'S CHECK OR BID BOND IN THE AMOUNT OF \$1,000.00 PAYABLE TO THE MANALAPAN TOWNSHIP.

DURING THE PERFORMANCE OF THIS CONTRACT, ALL CONTRACTORS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A 10:5-31 ET. SEQ. and N.J.A.C. 17:27 (AFFIRMATIVE ACTION REQUIREMENTS) AS WELL AS P.L. 1977 CH 33 (PUBLIC DISCLOSURE STATEMENT), AND AMERICANS WITH DISABILITIES ACT.

THE CONTRACT SHALL BE AWARDED, OR ALL BIDS REJECTED, WITHIN 60 DAYS FROM THE RECEIPT OF BIDS OR WITHIN SUCH EXTENSION OF TIME AS PERMITTED BY LAW.

THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS, TO INCREASE OR DECREASE QUANTITIES TO BE PURCHASED, OR TO WAIVE ANY INFORMALITIES IN THE BIDS AND ACCOMPANYING DOCUMENTS RECEIVED.

To be advertised: **Friday, April 26, 2024**

Kaitlyn Safchinsky, Purchasing Agent

**BID SPECIFICATIONS  
GENERAL CONDITIONS**

**I. SUBMISSION OF BIDS**

- A. The Township of Manalapan, Monmouth County New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders. Said Notice to Bidders is to be attached to and is considered as a part of these General Conditions.
- B. Sealed bids will be received by the designated representative of the Township at the time and place stated in the Notice to Bidders, and at such time and place will publicly be opened and read aloud.
- C. The bid proposal form(s) shall be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope:
- 1) addressed to the Township of Manalapan
  - 2) bearing the name and address of the bidder written on the face of the envelope.
  - 3) clearly marked "BID" with the contract title and/or BID # being identified.
- D. It is the bidder's responsibility to see that the bid is presented to the Township on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in Section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alternation, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids 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. Bids 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. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

- H. According to 40A:11-23, the municipality is prohibited from receiving bids on Mondays or any day directly following a State or Federal Holiday.

## **II. BID SECURITY / CONTRACT SECURITY**

The following provisions if indicated by an (X) shall be applicable to this bid and be made a part of the bidding documents:

### X  A. **BID GUARANTEE (see specific instructions)**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Township of Manalapan. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township of Manalapan. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A: 11-21.

**Failure to submit this shall be cause for rejection of the bid.**

### B. **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A: 11-22.

**Failure to submit this shall be cause for rejection of the bid.**

### C. **PERFORMANCE BOND**

The successful bidder shall execute and deliver to the Township within ten (10) days after notification of award of the contract, a satisfactory surety bond or bonds in an amount equal to 100% of the contract prices, upon the form prepared for and used by the Township in statutory form with such surety companies as sureties as shall be approved by the Township Committee and qualified and authorized to do business under the laws of the State of New Jersey

The proposal shall also be accompanied by a Consent of Surety wherein the surety consents and agrees that if the Contract for which the proposal is made be awarded, that it will become bound as surety and guarantor for its faithful performance.

**Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.**

**\_\_\_D. LABOR AND MATERIAL PAYMENT BOND**

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

**Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.**

**\_\_\_E. MAINTENANCE BOND**

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of

\_\_\_ 1 year \_\_\_ 2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER.

**The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.**

**\_\_\_F. RETENTION OF PROPOSAL GUARANTEE:** As an alternate performance guarantee, the proposal guarantee of the successful bidder shall be retained by the Township to assure the successful performance of the contract.

**\_\_\_G. PAYMENT DEFERRAL:** As an alternate performance guarantee, no payment shall be made for any part of this contract until the entire contract is completed to the satisfaction of the Township.

**\_\_\_H. WORKMANSHIP GUARANTEE - CONTRACT RETENTION**

The Contractor shall guarantee all equipment including all parts and labor for a period of 12 months from the date of acceptance of the work by the Township, and he shall make all needed repairs on the work as it progresses and during this guarantee period, except those due to ordinary wear and tear. The Contractor agrees that, during the said guarantee the Township may retain, out of monies payable to him under this agreement, the sum of \_\_\_n/a\_\_\_ percent of the amount of the contract; and that, should he fail to make the necessary repair at once after due notice from the Administrator or Engineer, the Township may expend the same or so much thereof as may be required to make the needed repairs; provided, however, that in case of emergency, where in the opinion of the Administrator or the Engineer it would cause serious loss

or damage, the Township may make repairs without previous notice and at the expense of the Contractor.

In lieu of this cash retainage during the guarantee period after the work is completed and accepted by the Township, the Contract may provide a Maintenance Bond equal to ten (10%) percent of the contract value in a form approved by the Township Attorney.

If an alternate guarantee provision is contained in the Detailed Specifications then this alternate guarantee provision shall prevail.

### **III. INTERPRETATION AND ADDENDA BIDDERS RESPONSIBILITIES**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate Township official. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Township's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A: 11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.
- D. **DISCREPANCIES IN BIDS**
  - 1. 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.
  - 2. 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.
- E. **SITE INVESTIGATION AND REPRESENTATION:** The bidder acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties

of weather, physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the bidder to acquaint himself with all the available information concerning these conditions shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work

- F DEVIATIONS: All bidders shall clearly identify any deviations from the specifications at the time the bids are opened and examined. After the contract has been entered into, no consideration shall be given for any misunderstanding as to work, materials set forth therein specified and indicated on drawings, it being mutually understood that tender of a proposal carries with it an agreement to this and other obligations set forth in the contract and further implies full understanding of the contract document.

#### **IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY**

- A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Township reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.
- C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Township harmless from any damages resulting from such infringement.
- D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A: 11-18.
- E. Wherever practical and economical to the Township, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- F. All workmanship shall be in every respect in accordance with the best current practice.

Only skilled craftsmen, fully qualified in the various disciplines required, shall be used in this project.

**V. INSURANCE AND INDEMNIFICATION – REFER TO TECHNICAL SPECIFICATIONS TOWNSHIP OF MANALAPAN INSURANCE REQUIREMENTS**

**A INSURANCE REQUIREMENTS –**

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$100,000.

2. General Liability Insurance

This insurance shall have limits of not less than \$1,000,000 any one person and \$2,000,000 any one accident for bodily injury and \$1,000,000 aggregate for property damage, and shall be maintained in force during the life of the contract by the bidder.

3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

**B. CERTIFICATES OF THE REQUIRED INSURANCE**

The contractor shall provide Certificates of the Required Insurance as listed above along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited in C below is guaranteed by the policy if such statement is not included in the body of the policy shall be typed on the face or back of the certificate.

**C. INDEMNIFICATION**

Successful bidder will indemnify and hold harmless the Township of Manalapan from all claims, suits or action and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, including attorneys fees and costs relating to the defense of such claims, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.



## **VI. PREPARATION OF BIDS**

A. The Township of Manalapan is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required

B Estimated Quantities (Open-end Contracts)

The Township of Manalapan has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N. J. A.C.5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement, unless stated specifically otherwise in the Technical Specifications.

## **VII. STATUTORY AND OTHER REQUIREMENTS**

The Contractor shall familiarize himself and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect those engaged or employed in the, work, the materials or equipment to be used, or the conduct of the work. No plea or misunderstanding will be considered because of ignorance of the law.

If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the Township prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Township, he will bear all costs arising therefrom.

The following is a list of some Laws/Regulations which MAY impact on this contract. This list is not intended to be inclusive and is in addition to other requirements, statutes, regulations cited in these General conditions:

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of *N.J.S.A 10:5-31 et seq.* and *N.J.A.C. 17:27*. Each 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. Procurement, Professional and Service Contracts
  - i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter), or

ii. A photocopy of an approved Certificate of Employee Information Report approval issued in accordance with N.J.A.C. 17:27-4; or

iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

## 2. Construction Contracts

After notification of award, but prior to signing the contract the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided by the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

### B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disability language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the Township harmless.

### C. Prevailing Wage Act (When Applicable)

Pursuant to N.J.S.A 34:11-56.25 et seq., successful bidders on projects for public work construction, repair or alteration which exceed the statutory minimum value shall adhere to all requirements of the New Jersey Prevailing Wage Act. All workmen employed by the contractor or his subcontractors shall be paid not less than the prevailing wage rate for that particular craft. if any workmen employed by the contractor or his subcontractors have been paid less than required, then the Township may terminate the contractor's or subcontractor's right to proceed with the work. The contractor or his subcontractors and their sureties would be liable to the Township for any excess costs occasioned by this action.

Prevailing wage rates shall be posted by the contractor and subcontractors and the wage records for the contract shall be accessible to the Township and State officials at reasonable hours. All such records shall be retained for a minimum of two years.

The contractor and his subcontractors shall be required to submit a certified payroll record to the Township within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N. J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

Contractor and his subcontractors are required to provide certification as to the required wages due to any and all workmen for the contract prior to receipt of final payment and final payment will not be made until these wages have been paid or the Township is satisfied that the wages will be paid with the receipt of the final payment.

THE PREVAILING WAGE RATE AS DETERMINED BY THE NEW JERSEY DEPARTMENT OF LABOR AND INDUSTRY APPLICABLE TO THIS CONTRACT IS ON FILE IN THE OFFICE OF THE ADMINISTRATOR OR ENGINEER AND IS AVAILABLE FOR INSPECTION AT ALL REASONABLE HOURS.

D. CONTRACTOR'S REQUIREMENTS FOR REGISTRATION - As stipulated by P.L.199,c.238, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L.1963, c.150 (C.34:11-56.26), unless the contractor/subcontractor is registered with the New Jersey Department of Labor.

E. Statement of Ownership Disclosure

*N.J.S.A. 52:25-24.2* provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership Disclosure shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **The Statement of Ownership Disclosure form is a mandatory item and failure to submit same shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

F. Disclosure of Investment Activities in Iran

*N.J.S.A. 52:32-55* prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to *N.J.S.A. 40A:11-2.1* the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

G. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed

and submitted with the bid proposal.

H. Safety and Protection:

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of; and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected by the work and all public/private property at the site or adjacent to the work area. The Contractor will be solely responsible for compliance with all relevant State and Federal Law and Regulation governing construction activities and practices.

I. Other related statutes are:

TITLE 40A, Chapter 11, Public Contract Law.

TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning safety codes for workers in the construction industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of an eight-hour working day for laborers, workmen and mechanics.

TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.

J. Release of all liens

Prior to the final payment the contractor shall provide a certification that all liens relating to the contract have been satisfied or will be satisfied through the receipt of the final payment.

K. Business Registration Certificate

P.L. 2004, c.57, all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof of that registration to the contracting agency. The Business Registration Certificate shall be submitted anytime prior to award of bid.

L. Pay to Play: N.J.S.A. 19:44A-20.27 establishes a disclosure requirement for business entities. It requires that when a business entity has received in any calendar year \$50,000 or more public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report, starting in January 2007, will include all reportable contributions made by the

business entity during the 12 months prior to the reporting deadline. ELEC can impose fines for failure to comply with this requirement. Information can be obtained at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p).

M. The New Jersey Worker and Community Right to Know Act  
The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet- must be furnished.

### **VIII. BID OPENING / ANALYSIS & AWARD**

- A. **ACCEPTANCE OF BIDS:** The Township of Manalapan reserves the right to waive any immaterial defect or informality in any bid and reserves the right to accept that bid or portion thereof which, in its judgment is in the best interest of the Township. The Township of Manalapan also reserves the right to reject any or all bids. Any bid received after the time and date specified shall not be considered.
- B. **BID OPENING - BID REVIEW - BID DOCUMENTS:** All Bidders or their authorized agents are invited to be present when the bids are opened and read publicly. All bids may be inspected at this time. No bid may be withdrawn after the specified opening time and date. Once opened, all bids become the property of the Township of Manalapan, and will not be returned to the bidders.
- C. All supply/ service contracts shall be for 24 consecutive months unless otherwise noted in technical or supplemental specifications.
- D. The Township of Manalapan may award the work on the basis of the Base Bid, or the base bid combined with such Alternates as selected, until a net amount is reached which is within the funds available.
- E. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.
- F. The Township of Manalapan may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount and to award to multiple vendors if deemed in the best interest of the Township.
- G. **CONTRACT AWARD:** Should the Township decide to award the contract, it shall notify the successful bidder in writing within sixty (60) days of receipt of bids. Should a successful bidder fail or refuse to execute and deliver such contract, certificates of insurance, required state documentation and bonds within 10 days after receipt of Notice of Award, or within such other time period as specified in the technical specifications, the

Township may revoke the acceptance of his proposal and the bidder shall become liable for any difference in the proposal awarded and the amount of the contract which the Township may be obliged to award to another because of the refusal or omission of a successful bidder to execute and deliver the contract and bonds aforementioned, together with any sums which the Township may be obliged to spend by reason for the default of the bidder.

- H. The successful bidder will not assign any interest in this bid and shall not transfer any interest in the same without the prior written consent of the Township.

## **IX. REJECTION OF BIDS**

The Township of Manalapan reserves the right to reject any and all bids for any one or more of the following reasons.

A. **Qualifications of Bidders:** The Township of Manalapan may make such investigation as it deems necessary to determine the ability of the bidder to perform the contract and the bidder shall furnish to the Township all such information and data for this purpose as may be requested. The right is reserved to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Township that such bidder is properly qualified to carry out the obligations of the contract.

B. **Availability of Funds:** Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

C. **Multiple Bids Not Allowed:** More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

D. **Unbalanced Bids:** In any bid which contains more than one item or unit price, the Township shall reserve the right to reject a bid where the unit prices are not balanced so as to reflect the actual cost of the work to be performed or the materials supplied.

E. **Unsatisfactory Past Performance:** A Bid received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Township in an unacceptable manner, may be rejected.

F. **Failure to Enter Contract:** Should the bidder, to whom the contract is awarded, fail to enter into a contract within 10 days, Sundays and holidays excepted, the Township may then, at its option, accept the bid of the next lowest responsible bidder.

G. Conditional bids will not be accepted.

H. The Township reserves the right to reject any bid which does not conform with the bid requirements.

## **X. CONTRACT ADMINISTRATION**

A. **CONTRACT DOCUMENTS:** The Contract documents shall consist of the Contract, the drawings, the Specifications, and all modifications and addenda incorporated prior to execution of the Contract. All the documents are intended to supplement each other and together constitute a complete set of specifications.

The specifications are intended to require and include all work, equipment, and materials necessary for proper completion of the work contemplated. If in any case the specifications do not show, note or otherwise require some work, equipment or material necessary for that purpose, the Contractor shall, nevertheless, provide same to fulfill the true intent and purpose of the specifications.

B. **INSPECTION:** The Administrator and the Engineer shall have the right to inspect all materials and work done during any phase of construction, fabrication, or manufacture. The Contractor shall furnish all reasonable facilities and aid to the Engineer and safe and convenient means for the examination and inspection of any part of the work.

C. **AUTHORITY TO WITHHOLD PAYMENT:** The Administrator or the Engineer, because of subsequently discovered evidence, may cause to be withheld or cause to be nullified, the whole or a part of any payment to such extent as may be necessary to protect the Township from loss because of

1. Defective work, materials or equipment not corrected; improper work performed; disapproved substitution of material or equipment specified.
2. Claims filed or reasonable evidence indicating the probability of claims being filed.
3. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.
5. Damage to another contract, agency, governing body, corporation or person.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

D. **FINANCIAL PROCEDURES:** Payment in full shall be made upon the completion of the contract requirements of the specifications. Partial payments shall be made if the required work or equipment can be completed in stages and if previously agreed to by the Administrator. All payments shall be approved by the Township Committee at a regularly scheduled meeting. Vouchers shall be submitted at least 10 days prior to this meeting for inclusion upon the agenda. Only properly executed Township vouchers may be used for payments. Partial payment shall be made on the basis of a certified and approved estimate of work completed. Ten percent (10%) of the amount of each invoice shall be retained by the Township as security for faithful performance and completion of work.

## E. TIMELINESS

1. Commencement of Work: The Contractor shall commence work on the project upon notification of award of the contract by the Township. (Working days excludes Saturdays, Sundays and Designated Township Holidays)
2. Completion of Work: The Contractor shall complete all of the work required in these specifications within the standard time allowed with the commencing of work as required in Section I above.
3. Term of Contract - Liquidated Damages: The terms of this contract shall be completed within the time specified for completion of the work. The Township reserves the right to extend this term of the contract upon application by the contractor providing evidence of circumstances beyond the control of the contractor preventing his successful completion of the contract.

In the case the Contractor shall fail to complete the work within the time fixed for such completion, or within the time to which such completion may have been extended, the Contractor shall pay to the Township the sum of one hundred dollars for each and every working day that the time consumed in completing the work exceeds the time allowed therefore; starting at twelve (12 o'clock) midnight of the date set for completion of the contract, which said sum, in view of the difficulty or accurately ascertaining the loss which the Township will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the Township will suffer by reason of such delay, and not as a penalty. The Township will deduct, and retain out of the monies which may become due hereunder, the amount of any such liquidated damages.

- F. The successful bidder/ contractor shall not assign transfer, convey, sublet or otherwise dispose of any interest in this contract without the prior written consent of the Township.

## XI. TERMINATION OF CONTRACT

- A. If through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Township shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.



- C. The contractor agrees to indemnify and hold the Township harmless from any liability to subcontractors / suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.
- D. In case of default by the successful bidder, the Township may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- E. The Township shall have the right to declare the Contract in default in any of the following eventualities:
  - 1. The Contractor becomes insolvent or a voluntary or involuntary petition in bankruptcy be filed by or against the Contractor.
  - 2. The Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New Jersey.
  - 3. The Contractor fails to commence work when notified to do so by the Administrator or the Engineer.
  - 4. The Contractor shall abandon the work.
  - 5. The Contractor shall refuse to proceed with the work when and as directed by the Administrator or the Engineer.
  - 6. The Contractor shall without just cause, reduce his working force to a number which, if maintained, shall be insufficient, in the opinion of the Administrator or the Engineer, to complete the work in accordance with the approved Progress Schedule, and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Administrator or Engineer.
  - 7. The Contractor shall sublet, assign, transfer, convey or otherwise dispose of this Contract other than as herein specified.
  - 8. A receiver or receivers are appointed to take charge of the Contractor's property or affairs.
  - 9. The Administrator or Engineer shall be of the opinion that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance or completion of the work, and the awards of necessary sub-contractors, or the placing of necessary material and equipment orders.
  - 10. The Administrator or Engineer shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this contract in good faith and in accordance with its terms.
  - 11. The work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completion extended.

Before the Township shall exercise its right to declare the Contractor in default by reason of the conditions set forth above, the Contractor shall be given an opportunity to be heard. The right to declare in default, for any of the grounds specified or referred to herein, shall be exercised by sending the Contractor a notice, signed by the Administrator, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract and shall immediately quit the

site, leaving UNTOUCHED all plant, materials, equipment, tools and supplies then on the site.

The Township, after declaring the Contractor in default, shall then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as the Township shall deem advisable, utilizing for such purposes any of the Contractor's or Sub-contractor's plant, materials, equipment, tools and supplies remaining on the site, as shall be deemed to be available.

After such completion, the Township shall certify the expense incurred in such completion, which shall include the cost of reletting as well as the total amount of liquidated damages (at the rate provided for) from the date when the work should have been completed by the Contract, in accordance with the terms hereof to the date of actual completion of the work. Such certifications shall be binding and conclusive upon the Contractor, his Sureties, and any person claiming under the contract, as to the amount thereof.

The expense of such completion, as so certified by the Township shall be charged against and deducted from such monies as would have been payable to the Contractor, if he had completed the work; and the balance of such monies, if any, subject to the other provisions of this Contract, shall be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the Township, exceed the total sum which would have been payable under this contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the Township upon demand.

F. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel this contract.

## **XII. DISPUTE RESOLUTION**

Any dispute arising under this Contract shall be resolved in accordance with and subject to the provisions contained in N.J.S.A. 40A: 11-41.1 as outlined below. Nothing in this section shall prevent the Township from seeking injunctive or declaratory relief in court at any time.

A. All remedies provided elsewhere in the contract and/or specifications governing the project in dispute shall be exhausted prior to initiating this Dispute Resolution process. Where the Township, its engineer or architect, or its administrative authorities are required by contract or specifications to issue a decision, such decision must be rendered within the time constraints in said contract prior to proceeding to resolve the dispute in accordance with this section

B. Prior to litigation, the Township and contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. The demand for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association, with a copy to the Administrator, Engineer or Architect for the project. This demand must cite the specifics of the dispute and the relevant remedies sought.

1. In no event shall a demand for mediation be made more than 30 days after the decision in dispute is rendered by the Township, its engineer, architect, or administrative authorities, nor more than 30 days after the completion and acceptance of the work and issuance of final payment, nor after the institution of legal or equitable proceedings unless specifically agreed to by all parties to the dispute.

2. Nothing herein shall be construed to prevent the Township and contractor from agreeing to an alternate dispute resolution procedure in lieu of or in addition to mediation

C. This Dispute resolution procedure shall not prevent the Township from notifying any performance guarantor (surety) or maintenance guarantor (surety) of the dispute and requesting the surety's assistance in resolving any disputes with involve the contractor's performance or lack thereof.

### **XIII. DEFAULT PROVISIONS**

For those contracts which do not require a Performance Bond, the following DEFAULT PROVISIONS govern:

If the contractor fails to complete the required work within the number of days specified in the contract, or abandons the required work, and fails to commence working within 3 calendar days after receiving Notice of Default from the Township, then the contractor is declared to be in default of the contract. In instances of the default of a contract, the Township of Manalapan reserves the right to immediately have the specified work completed by an alternate contractor and the cost of this completion deducted from any and all monies owed to the original contractor. If insufficient funds are not available within the value of the original contract, then the contractor shall be liable for any and all extra costs incurred by the Township in completing the specified work.

### **XIV. MUNICIPAL MECHANICS LIEN LAW**

The following provisions if indicated by an (x) shall be applicable to this bid and be made a part of the bidding documents.

\_\_\_\_ The final payment due under the contract will be held for a period of sixty (60) days after the project's acceptance for purposes of the Municipal Mechanics Lien Law.

### **XV. CHALLENGE TO BID SPECIFICATIONS**

Any objections to the within specifications must be submitted in writing to the Township Purchasing Agent via, registered, certified mail no later than three (3) days prior to the bid opening. Objections submitted outside of the prescribed manner will not be considered.

### **XVI. FUEL CHARGES ARE TO BE FACTORED INTO PRICING FOR ALL TRIPS**

## TOWNSHIP OF MANALAPAN BID SPECIFICATIONS

### ALARM REGISTRATION AND MANAGEMENT SERVICES FOR THE MANALAPAN TOWNSHIP POLICE DEPARTMENT

The Township of Manalapan, Department of Police, 120 Route 522, Manalapan, NJ 07726 is soliciting sealed bids to retain the services of a firm to handle the Township's Alarm Registrations and Operations pursuant to the Township's current Alarm Ordinance #2024-06.

It is the intent of these specifications to detail the successful bidder's duties, responsibilities and requirements; to instruct the bidder on any additional matters required for submitting a formal bid; and to define any additional terms and conditions of said contract.

The contract term shall be for two (2) years, twenty-four (24) consecutive months, beginning upon award of contract by resolution of Township Council and proper execution of the contract documents.

Pursuant to N.J.S.A. 40A:11-15, this contract may be extended for up to two (2) additional one year terms after the expiration of the original contract period. Contract extensions shall be subject to the availability and appropriation of funds for each year the contract is to be extended. All terms and conditions of the contract shall remain the same. Any changes authorized on contract extensions shall be pursuant to N.J.S.A. 40A:11-15.

Bid award shall be made to the lowest responsive and responsible bidder being in full compliance to all general, technical and administrative requirements bidding the lowest percentage on the fees collected.

Prior to award, Township officials may require a site visit to the bidder's place of business. The bidder or his representative shall be required to give a tour of his facility, allow observance of the daily operation, be shown the computer and telecommunication systems utilized and answer any questions officials may have.

All terms, conditions and percentages awarded shall be firm fixed for the duration of the contract.

The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract without written consent from the Township of Manalapan.

Payment to the successful bidder shall be the percentage awarded as bid by the vendor of the annual total of false alarm or annual collections (including license/permit) fees collected.

Payment to the Township of Manalapan shall be on the 10<sup>th</sup> of each month for the preceding month.

The Township of Manalapan reserves the right to cancel any contract entered into as a result of this bid, due to non-compliance with the terms and specifications, upon thirty (30) days written notice.

Each firm responding to this bid is required to furnish a bid guarantee in the form of a bid bond from a surety company authorized to do business in the State of New Jersey, **or** a certified check or a cashier's check, payable to the Township of Manalapan, in the amount of one thousand (\$1,000.00) dollars. Failure to include this guarantee will be considered a *fatal defect* that shall render the bid non-responsive in accordance with applicable law.

A Performance Bond is not required on this bid.

The Township of Manalapan reserves the right to reject any and all bids or parts thereof and to waive any informality if deemed in the best interests of the Township, in accordance with **N.J.S.A. 40A:11-13.2**.

The successful bidder(s) shall observe and comply with all Federal and State laws, rules and regulations, and local ordinances that affect those engaged or employed in the performance of the work described herein, the materials or equipment used, or the conduct of the work. Attention is directed to occupational health and safety regulations. All costs of any nature associated with compliance with the laws, rules, and regulations are to be included in the unit price bid or where unit prices are not requested, in the lump sum bid, and no separate payment will be made.

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

The bid specifications, amendments and applicable parts of the bid document all form a part of this contract. This bid is subject to the New Jersey Local Public Contracts Law, **N.J.S.A. 40A:11-1 et. seq.**

Each prospective bidder shall explain fully in writing any proposed exceptions and/or deviations from these specifications. These full explanations shall be listed on page P-3 and additional pages may be attached as appropriate to provide the necessary information required.

## **Scope of Services**

### **GENERAL SPECIFICATIONS**

Maintain and manage the Township of Manalapan Alarm Ordinance (#2024-06).

Process new applications for alarm registrations:

- Review of application for completeness and research any information that is missing or incomplete.
- Ensure there are no outstanding fees owed.
- Enter registration information into the Alarm Tracking and Billing system (ATB).
- Process/deposit fees through the ATB system.
- Issue the registration using the incorporated numbering system from the Manalapan Township Police Department (MTPD).
- Issue a verification of receipt of the application.
- Issue a notification of acceptance/denial of the application.
- Process returned checks.

Process renewals:

- Monitor the expiration/renewal dates.
- Mail a notification for registration renewal.
- Ensure ATB database is updated with renewal information.

Provide **daily** maintenance/updates:

- Maintain database of alarm registrations.
- Provide daily transfer of registration database from the ATB system to the MTPD system.

Receive a daily update of alarm incidents (True and False) from MTPD system to be tracked and billed.

Mail false alarm billing as well as perform collection efforts on returned billings.  
Notify MTPD of accounts that are delinquent in excess of 90 days.  
Reconcile activity to cash receipts.  
Maintain account receivable database of permit holders with outstanding alarm charges and verify the address against the GEO database.

Provide all programming requirements of the system ordinance.

Generate management reports including but not limited to:  
Daily cash receipts, adjustments and returned checks.  
Monthly report of registration renewals mailed and received.  
Detailed and aging report of outstanding charges past due.  
Monthly report of new/renewal registrations issued.

Establish policies and procedures for handling/processing and reporting alarm billings/fees, which are consistent with the accounting practices used by the Township of Manalapan Finance Department.

Audit activity to cash receipt and retain all related transaction documentation for a period of not less than five (5) years from the final payment under the contract for subsequent review by both internal and external auditors.

**Note:**

The nature of the ownership of the information related to alarm ownership is considered confidential. The MTPD is the sole owner of this data and considers it proprietary. The successful bidder (the "Service Supplier") may not use the alarm database or GEO database (Township address, street and block) for any purpose outside the scope of the services required under the ATB contract, including other Township, MTPD or Service Supplier operations. *Therefore, bidders must demonstrate through signing the Confidentiality and Non-Disclosure Agreement (see pages S-13 through S-18) that the confidentiality and non-disclosure of any data maintained on the Service supplier's system is assured and maintained.*

**Forms, Supplies and Mailing**

The Service Supplier shall be required to supply all of the following items with regard to the administration and operation of the ATB system:

Alarm Ordinance Information Flyers  
Registration Forms  
Registrations  
False alarm notifications  
Mailing and postage  
Invoices

**Website Access**

The Service Supplier shall have an application available for on-line registration including, but not limited to:

- \* Ability to offer a secure site.
- \* Ability to type and submit applications while on-line.
- \* Ability to type and print applications from the website.

- \* Ability to verify address information with Master Address File.  
Online address validation against the Master Address File is required to eliminate data entry errors. MTPD will provide either a ESRI-standard GIS file of valid addresses or a file listing street direction, street suffix, street type and jurisdiction values to be utilized in address validation.
- \* Ability for the customer to update any change of information.
- \* Ability for the customer to check on status of their alarm, payments made or required and renewal date.
- \* Ability to provide limited access for monitoring companies.
- \* Ability to generate an acceptance or denial email to applicant including information on status of registration.
- \* Ability to accept payment on-line. (secure site required).

Website shall include links to the Township of Manalapan Home Page and any other links designated by the MTPD or a hyperlink on the Manalapan Township or Police Department website to the Service Supplier, whichever is agreed to by both parties.

Website to provide information on fine structure, police response, appeal process, education issues, and other topics related to the Township's alarm ordinance.

### **MTPD's Information and Technology Division**

Service Suppliers shall interface with the Information and Technology Division for the following:

- Provides daily alarm incidents to the ATB system.
- Provides daily additions modifications and deletions to the ATB database.
- Receives a daily update of registration modifications and new registrations from the ATB system and quarterly download of the full database.
- Provides weekly report to the I.T. Division of the Administration Bureau of any valid addresses that are not in the Township's GEO database. This report will include the street number, street name, Township/county and applicant's name.
- Work with alarm companies to resolve any invalid address discrepancies.

## **ALARM REGISTRATION**

### **General**

Alarm system owners must register their alarms. (Auto, Fire, and Medical alarms are excluded).

If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate registrations shall be required for each structure and/or tenant.

Local, State, and Federal Buildings will all be required to register.

The registration is valid for twelve (12) months and will be required to renew if the alarm user wants the alarm to remain active.

The registration or registration number cannot be transferred to another person. The alarm user is required to notify the Service Supplier or designee of any change that alters any information listed on the permit application. The user has thirty (30) days to notify of any changes.

Information required registering an alarm:

Name, registered holder's address (including suite/apartment number/letter, or some other individual identifier, that distinguishes it apart from other locations with similar address), and telephone number of the registered holder who will be responsible for the proper maintenance and operation of the alarm system and payment of any fees.

Type of location (residential or commercial).

Street address of property where alarm is located including suite/apartment number/letter, or some other individual identifier that distinguishes it apart from other locations with similar address, which includes County.

Names and telephone numbers, including cell phones, of two (2) contact persons within 15 minutes of address.

Name of alarm monitoring company and New Jersey alarm license.

Name of alarm Installation Company and New Jersey alarm license.

### **Alarm Registration Renewal**

Service Supplier must provide thirty (30) days written notice of expiration date to registration holder.

### **Incident Reporting**

Verify valid registration at time of notification.

By law, Federal Buildings cannot be charged for any false alarms.

Incident Costs and for Excessive False Alarms:

False alarm #1	Fee is waived
False alarm #2	Fee is waived with warning notice issued after 2 <sup>nd</sup> false alarm.
False alarm #3	\$40.00 Fine waived upon satisfactory completion of online course
False alarm #4	\$80.00 Fine
False alarm #5	\$130.00 Fine
False alarm #6	\$180.00 Fine
False alarm #7 or more	\$250.00 for Each Alarm
Unregistered Alarms	\$100.00 Fine

Robbery, Panic and Burglary Crime in Progress False Alarm Service Fees:

False alarm #1	Fee is waived.
False alarm #2	Fee is waived with warning notice issued after 2 <sup>nd</sup> false alarm.
False alarm #3	\$150.00 Fine waived upon satisfactory completion of online course
False alarm #4 or more	\$150.00 Fine
Unregistered Alarms	\$100.00 Fine



\*Any Township Facilities/Buildings are exempt.

False alarms will be tracked on a continuous twelve (12) month basis from July 1.

### **Marketing and Public Service Information**

The Services Supplier shall provide marketing and communications support to the alarm ordinance program.

Provide for an alarm school and educational information.

Provide marketing and communications support to effectively administer the program. All Service Supplier marketing and communications material are subject to the approval of the MTPD in order to maintain consistency in the program. If an alarm user awareness class is initiated by MTPD, then the Service Supplier will accept a waiver of a fine for attendee of up to \$40 in a renewal period for excessive false alarms or up to \$150.00 for robbery, panic and burglary/crime in progress false alarms.

## **TECHNICAL SPECIFICATIONS**

### **Overview of Requirement for System Operations and Services**

The Service Supplier shall maintain all master files and detail transactions on the proposed ATB system developed. The Service Supplier's system shall accommodate easy "user friendly ad hoc inquiry." The system shall permit designated MTPD personnel to inquire and review accounts and actions maintained by the system. A process for MTPD personnel to modify and update account information shall be provided.

### **Daily Update**

A daily update is envisioned to provide the necessary data exchange between the systems. MTPD's staff will require on-line terminal access to the ATB system for inquiry purposes. The update process shall include:

Data modifications, additions, deleted data and any other pertinent information requested by MTPD.

Ability for MTPD to audit the data.

### **Registration Issuance/Renewal**

Service Supplier must provide MTPD with alarm registrations in a format supplied by MTPD, and any changes to the Service Supplier system will come out of the Service Supplier's revenue.

MTPD reserves the right to change the format, and the Service Supplier shall pay for their own upgrades to maintain compatibility.

MTPD shall provide advance notice in writing to Service Supplier when changes to the system are expected.

The Service Supplier shall have the ability to capture the following information in relation to each registration:

- Applicant/registration holder
- Registration number
- Site, Township and address within Township (including suite/apartment number/letter), or some other individual identifier that distinguishes it apart from other locations with similar addresses
- Type of property (residential or commercial).
- Business Name
- Owner's Name
- Telephone numbers
- Name of alarm monitoring company and New Jersey alarm license number.
- Name of alarm Installation Company and New Jersey alarm license number.

The Service Supplier shall have the ability to maintain the following critical dates:

- Registration issue date and renewal date.

The Service Supplier shall have the ability to identify and maintain the following account types:

- Registration holder.
- Privately owned and maintained, non-registered holders, panic and/or hold-up alarm

(Tracking purposes only)

The Service Supplier shall have the ability to perform validation of address against the Township's GEO database. The Service Supplier shall research those addresses that do not validate against the Township's GEO and make proper adjustment. MTPD will provide the Service Supplier an update on a daily basis, of the GEO database file.

The Service Supplier will be responsible for converting the Township's GEO database into the GEO database needed for their system.

The Township utilizes Motorola Flex.

The Service Supplier shall be responsible for updating their GEO database on a daily basis once MTPD provides the Township's GEO database refresh.

The Service Supplier shall have the ability for their system to automatically generate a registration number. Numbers already established within the MTPD will continue to be valid.

The Service Supplier shall have the ability to generate renewal notices and renewal second notices within specified periods. A ten (10) day turn-around is expected.

The Service Supplier shall have the ability to upload existing alarm permits.

The Service Supplier shall have the ability for the system to set aside an invoice when an appeal has been sent to MTPD.

The Service Supplier shall have the ability to generate a new invoice for an existing fine after MTPD has heard and denied an appeal.

The Service Supplier shall have the ability to notify the registration holder of an accepted or denied appeal.

The Service Supplier shall have the ability to recalculate the number of alarms and amount owed after MTPD sends in a call change.

The Service Supplier shall have the ability to maintain historical information on registration issuance, renewal, suspension and reinstatement on each property in accordance with New Jersey public records law.

The Service Supplier shall have the ability to maintain current registration status information

The Service Supplier shall have the ability to maintain incident count (true and false) information on each permit.

The Service Supplier shall have the ability to provide cross-reference capabilities between registration holder name, address, registration number, and invoice number.

The Service Supplier shall have the ability to perform “soundex” and “metaphone” (sounds like) searches on registration holders and addresses.

The Service Supplier shall have the ability to print in batch or on-line.

The Service Supplier shall have the ability to track alarms not reported by alarm monitoring companies (audible alarms).

The Service Supplier shall have the ability to generate and mail a “false alarm notification” to the registration holder for every occurrence.

### **Incident Record Keeping**

The Service Supplier shall have the ability to maintain a table of incident criteria including:

- Registration holder, number of incidents
- Non-registered owner (name and address)
- Number of false alarms before first fine
- Number of false alarms for second (2<sup>nd</sup>) fine

The Service Supplier shall have the ability to interface with MTPD’s system as follows:

File format from Service supplier to MTPD CAD/Motorola Flex for daily updates and complete full file.

Notice must be sent to an alarm system responsible party by close of business the next business day after an alarm incident. If there were a call change, also send a copy of the notice to MTPD.

The Service Supplier shall have the ability to generate and send a notice to an address if another application was received for that address, and wait until a specific date to issue a registration.

The Service Supplier shall have the ability to generate incidents manually for an account per MTPD.

The Service Supplier shall have the ability to issue notices to registration holders with excessive alarms.

The Service Supplier shall have the ability to make adjustment/corrections on incident information.

File format from MTPD CAD to Service Supplier of alarm incidents:

### **Accounts Receivable-Billing**

#### **The Service Supplier shall have the following abilities:**

Ability to capture the following additional data for establishment of an account for billing purposes:

- Registration number (account number).

- Billing name and address (if different).

Ability to maintain an active/inactive flag.

Ability to customize letter and invoice content and formats to Township specifications.

Ability to reduce paper use by emailing correspondence.

Ability to reference account numbers to a primary account number for billing purposes (i.e., businesses with multiple locations with a central billing site).

Ability to perform inquiry by name, registration number, address, or other detailed transactions.

Service Supplier shall accept and bill on a final disposition on an alarm call rather than how the call was dispatched.

Ability to generate renewal notices and second notices for active registrations.

Ability to maintain a table of charges for alarm incident type (true or false), and registration held.

Ability to determine false alarm charge based on the following:

- Within two (2) waived call limits

- Type of incident

Ability to generate billings for alarm charges which includes the following information:

- Past amount due.

- Payments made.

- Adjustments.

- Invoice Date, Invoice Number, MTPD (CAD) number.

- Type of Incident.

- Resource/description.

- Time/date received.

Ability to show all incidents and their associated charges during the current billing period including "Waived Calls".

Ability to provide balance forward capability on billings.

Ability to waive fees and make appropriate adjustments to the total count only after requested by MTPD.

Ability to input miscellaneous charges on an account directly to the accounts receivable system (i.e., returned check charge).

Ability to incorporate skip tracing procedures on returned billings.

### **Collections**

Ability to input cash receipts and indicate which charges/fees to apply payment.

Ability to apply partial payment on collection of charges only.

Ability to handle returned checks.

Ability to process cash receipts the same day as received.

Ability to accept Credit Card payments on line.

At no time shall unpaid balances go to Collection. The MTPD shall be notified after 90 days of delinquent balances and will initiate court proceedings for collection of same where a representative of your agency may be needed to appear in Manalapan Court.

To speed mail and deposit time, the Service Supplier must offer an alarm program mailing and mail-in payment remittance location nearby (within 200 miles of Manalapan Township). The company processing payments must be bonded to handle funds.

For proper separation of financial duties, personnel processing funds shall be organizationally separate from personnel generating bills and reconciling accounts receivable. Oversight of accounting activities must be provided by a manager with appropriate financial certification.

Ability to state clearly what goes to our percentage of forgiven fines in the event a call was mislabeled incorrectly.

When the Service Supplier does a conversion, all information must be moved accurately to the new system. Registrations shall not be placed into an inactive file.

### **Reports**

Ability to generate, but not limited to, the following reports:

Listing of registrations by number, name, address and alarm company.

Listing of registration counts in all categories.

Listing of outstanding charges.

Listing of cash transactions per day (or by any specific dates) including; cash received by billing type, account adjustments, and returned checks.

Deposit report for weekly/monthly collections.

Monthly alarm roster that includes a detail of incidents generated by Alarm Company.

An incident exception report generated during daily incident update process from MTPD's system including non-registered holder incidents and type codes other than true or false.

Daily activity reports to include: new registrations, renewal notices, second notices, account billings, account collections, incidents processed and any manually generated transactions.

Weekly report of any discrepancies between the Township's GEO database provided to ASC Coordinator or upon request by MTPD staff. This report includes existing alarm addresses that may have changed.

Ability to provide reports in both alpha and registration number order.

Ability to generate electronic alerts of key performance indicators.

## **SYSTEM ATTRIBUTES**

### **System Availability**

The system shall be available twenty four (24) hours a day, seven (7) days a week.

### **System Downtime/Failure**

On line functions of the system shall be available to the web 24/7. System availability (up time) to the web of ninety-nine percent (99%) percent, less routine maintenance is expected.

### **Back-Up Systems Disaster Recovery**

The Service Supplier shall provide a disaster recovery plan to be approved by MTPD. The Service Supplier, upon occurrence, shall implement the approved plan. The Service Supplier shall be required to keep back-ups of data and have off-site storage pre-approved by MTPD.

## **PRODUCTION CONTROL**

Transfer of data/process schedule: Alarm incidents shall be captured by MTPD's system over the twenty-four (24) hour period from midnight to midnight. MTPD's system will transfer this data to the ATB system no later than 8:00am the following day.

The Service Supplier shall transfer a skeleton version of the entire registration database that includes, but is not limited to, the new incident count and status of each account. This data shall be delivered to the MTPD's FTP site no later than 6:00pm the same day.

On a daily basis, the Township shall make available a refresh of the GEO database. This file will not be in the Service Suppliers format. The Service Supplier shall be responsible for converting the Township's GEO database into the GEO database needed for the Service Supplier's system. It will be the Service Supplier's responsibility to accommodate all data transfers.

### **Transfer Medium**

The Service Supplier shall state their ability and method to generate and accept data.

## **Delivery of Outputs**

Daily reports shall be available electronically to MTPD by a mutually agreed upon time each day.

## **Assistance on Contacts**

User support: The Service Supplier shall provide contact for daily assistance in each area of responsibility including User support, Systems Support and Operations Support. The Service Supplier shall provide training (on-site and web based, as appropriate) of MTPD personnel on MTPD online system access and usage.

## **Response to Citizen Inquiries and Requests**

The Service Supplier shall provide a customer support center through a toll-free number to answer citizen telephone inquiries between the hours of 8:00am EST/EDT and 5:00pm EST/EDT, Monday through Friday, (excluding holidays recognized/specified by the Township of Manalapan). The Service Supplier shall provide personnel to answer basic questions from persons billed, such as billing, address correction and whom to contact at MTPD for further questions. The Service Supplier shall provide telephones, space and all other requirements to perform this task.

The Service Supplier shall provide a separate toll free or local number and contact for MTPD personnel.

## **System Access Authority Change**

The Service Supplier shall maintain a level of security, which ensures only authorized personnel to have access to the ATB system. Any changes to the system access shall be provided to the Service Supplier in writing.

It shall be the responsibility of the Service Supplier to control and ensure that only appropriate Service Supplier personnel have access to the ATB system. MTPD may require the Service Supplier to provide a list of all users who have access. Information provided to the Service Supplier may not be used for any purpose, other than the operation of the ATB system on behalf of the MTPD, without the express written permission of the MTPD. Unauthorized use of this information may result in cancellation of any contract result from receipt of bids.

## **Application Program Installation**

The Service Supplier shall be responsible for the development, programming, testing, training and installation of the ATB system. Test results demonstrating proper functionality of the STB system shall be presented and reviewed with MTPD's Information Services Division for sign-off and approval.

External interfaces between the MTPD and the Service Supplier shall be tested and accepted by the Service Supplier, T.R.P.D. Administration Bureau and the Township's Information and Technology Division prior to commencement of services.

The Service Supplier shall comply with and maintain conformity with the MTPD's Administration Bureau and the Township's Information and Technology Division data transfer policies.

The Service Supplier shall provide an option for Manalapan Township to operate the false alarm program in-house, should the Township choose to at a later date. Vendor experience supporting in-house operation is also required.

## **Documentation**

The Service Supplier shall be responsible for maintaining appropriate systems documentation including program listings and file layouts. The Service Supplier shall produce documentation for review upon MTPD's request.

The Service Supplier shall provide appropriate end-user documentation, which includes screen input, processing schedules and report examples.

Any proprietary application source code may be supplied either to MTPD or placed in escrow to be released to the MTPD in the event the Service Supplier ceases to actively maintain the software and make support available to authorized users, transfers ownership of software to a third party, or for any reason ceases to do business.

## **Enhancements**

Enhancements may be requested by MTPD as required. Expected turnaround of enhancement requests shall be determined by urgency (i.e., ordinance change). Therefore, input is requested from the Service Supplier relative to the methods and pricing for the enhancements requests.

Enhancements may be requested due to, but not limited to, the following reasons including Ordinance changes; changes to the file layout, annexations, street name changes, GEO and alarm processing and identified improvements in the system from users.

## **Township of Manalapan Insurance Requirements**

### **A. Comprehensive General Liability Insurance**

Successful Service Supplier shall be required to provide proof of bodily injury and property damage liability as shall protect the contractor and any sub-contractor performing work under this contract from claims of bodily injury or property damage which arise from operation of Services described in this bid whether such operations are performed by contractor, any sub-contractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this bid.

### **B. Comprehensive Automobile Liability Insurance**

Successful Service Supplier shall be required to provide proof of bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

### **C. Workers Compensation and Employers Liability Insurance**

Coverage A shall meet the New Jersey Statutory Requirements and Coverage B (Employers Liability) shall be unlimited as per New Jersey Workmen's Compensation Law.



**D. Data Processors Electronics Errors & Omissions** – The successful Service Supplier shall be required to provide proof of liability arising from errors and omissions in performing electronic data processing.

**E. Fidelity Bond**

Bond shall provide employee dishonesty coverage on all employees at a limit of no less than \$500,000 per loss.

**F. Additional Insured**

The Certificate of Insurance must indicate that the Township of Manalapan has been named as an **additional insured** for this contract.

**G. Thirty Days Notice**

Upon award of contract, the Service Supplier shall furnish the Township of Manalapan the certificates of all required insurance with the submittal of the executed contract. The certificates shall contain the provision that the Township shall be given **thirty (30) days** written notice of intent to amend or terminate said insurance by either the insured or the insuring company.

*All of the Service Supplier's insurance coverage's shall contain a clause indemnifying and saving harmless the Township of Manalapan and their agents from any and all liability of whatever nature arising from work to be performed under this contract, including attorney's fees and costs in connection with the defense of such claims. The Certificate of Insurance furnished by the Service Supplier shall state specifically that the above indemnification is guaranteed by the policy. Such statement, if not included in the body of the policy, shall be typed on the face or back of the certificate.*

*If any part of the work under this contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Service Supplier will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. Nothing contained herein shall relieve the Service Supplier from meeting all insurance requirements or otherwise being responsible for the subcontractor*

## TOWNSHIP OF MANALAPAN

### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Confidentiality Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the Township of Manalapan, a New Jersey municipal corporation ("the "Township") and \_\_\_\_\_, a corporation doing business in New Jersey, (the "Company").

#### RECITALS

**WHEREAS**, the Township and Company are contemplating or have entered into certain business relationships; and

**WHEREAS**, the Company has obtained or may need to obtain confidential information of the Township or its licensors, contractors or suppliers in connection with discussions of such relationships; and

**WHEREAS**, the Township and Company desire to stipulate and agree that any disclosure of confidential information in connection with such relationships has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

**NOW, THEREFORE**, in consideration of the pursuit of current discussions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

#### AGREEMENT

1. **DEFINITIONS.** As used in this Confidentiality Agreement, the following terms shall have the meanings set forth below:

1.1. *Confidential Information.* The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, obtained from the Township or any of its suppliers, contractors or licensors which falls within any of the following general categories:

1.1.1. *Trade secrets.* For purposes of this Confidentiality Agreement, trade secrets consist of information of the Township or the Company or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

1.1.2. *Information of the Township or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*

1.1.3. *Information relating to criminal investigations conducted by the Township, and records of criminal intelligence information compiled by the Township*

1.1.4. *Information contained in the Township's personnel files, as defined by New Jersey SS* This consists of all information gathered by the Township about employees, except for that information which is a matter of public record under New Jersey law.

*1.1.5. Citizen or employee social security numbers collected by the Township.*

*1.1.6. Computer security information of the Township, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.*

*1.1.7. Local tax records of the Township that contain information about a taxpayer's income or receipts.*

*1.1.8. Any attorney/client privileged information disclosed by either party.*

*1.1.9. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*

*1.1.10. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*

*1.1.11. All information contained in and gathered through the alarm registration applications, all "no response" records and any other alarm records is confidential in the interest of public safety.*

Categories 1.1.3 through 1.1.11 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Confidentiality Agreement, and agrees that: (a) all provisions in this Confidentiality Agreement applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the Township from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Confidentiality Agreement, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Confidentiality Agreement.

2. **RESTRICTIONS.** Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

2.1. Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the Township in writing.

2.2. Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the Township or Company having a need to know such Confidential information for the purpose of performing work contemplated by written agreements between the Township and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Confidentiality Agreement. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the Township's prior written consent.

- 2.3. Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this
  - 2.4. Confidentiality Agreement or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
  - 2.5. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
  - 2.6. Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Confidentiality Agreement.
  - 2.7. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Confidentiality Agreement as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
  - 2.8. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the Township or destroyed upon satisfaction of the purpose of the disclosure of such information.
  - 2.9. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
  - 2.10. Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Confidentiality Agreement. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the Township and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Confidentiality Agreement.
3. *EXCEPTIONS.* The Township agrees that the Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- Was already known to the Company prior to being disclosed by the Township;
  - Was or becomes publicly known through no wrongful act of the Company;
  - Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
  - Was used or disclosed by the Company with the prior written authorization of the Township;
  - Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the other party notice of such requirement or request;

-Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Confidentiality Agreement will be applicable to all disclosures under the court order or subpoena.

4. REMEDIES. The Company acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the Township shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.
5. NOTICES. Any notice, consent or other communication required or contemplated by this Confidentiality Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company:

PHONE:  
FAX:  
E-MAIL:

For the Township:

Kaitlyn Safchinsky, Qualified Purchasing Agent  
Township of Manalapan  
Purchasing Department  
120 Route 522  
Manalapan, NJ 07726  
PHONE: 732-446-8342  
FAX: 732-446-7998  
EMAIL: [ksafchinsky@mtnj.org](mailto:ksafchinsky@mtnj.org)

With Copy To

With Copy To  
Roger McLaughlin  
Township of Manalapan  
Office of the Township Attorney

PHONE: 732-751-2800  
FAX: 732-751-2598  
EMAIL: [rmclaughlin@wall-lawyers.com](mailto:rmclaughlin@wall-lawyers.com)

Notice shall be effective upon the date of receipt by the intended recipient provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

6. MISCELLANEOUS.

- 6.1. *AMENDMENT.* No amendment or change to this Confidentiality Agreement shall be valid unless in writing and signed by both parties to this Confidentiality Agreement.

- 6.2. **GOVERNING LAW AND JURISDICTION.** New Jersey law shall govern the interpretation and enforcement of this Confidentiality Agreement, and all other matters relating to this Confidentiality Agreement (all without regard New Jersey conflicts of laws principles). Any and all legal actions or proceedings relating to this Confidentiality Agreement shall be brought in a state court sitting in Monmouth County, New Jersey. By execution of this Confidentiality Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any of the above courts.
- 6.3. **BINDING NATURE AND ASSIGNMENT.** This Confidentiality Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Confidentiality Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 6.4. **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Confidentiality Agreement shall not affect the validity of the remaining portion of the Confidentiality Agreement so long as the material purposes of the Confidentiality Agreement can be determined and effectuated. If any provision of this Confidentiality Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Confidentiality Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 6.5. **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Confidentiality Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Confidentiality Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Confidentiality Agreement shall be effective unless in writing and signed by the party waiving the rights.

Nothing in this Confidentiality Agreement shall be deemed to eliminate or lessen any obligation either party may have at law with respect to protecting the confidentiality of Confidential Information.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

**ATTESTED:**

**[COMPANY NAME]**

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

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

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

**TOWNSHIP OF MANALAPAN**  
**BID DOCUMENT CHECKLIST**

**BID #24-02**  
**TOWNSHIP OF MANALAPAN**  
**ALARM REGISTRATION AND MANAGEMENT SERVICES**  
**FOR THE MANALAPAN TOWNSHIP POLICE DEPARTMENT**

Checked by Township if Required	Submission Requirement	Bidder to initial each required entry and if required, submit the item
<u>X</u>	Bid Proposal Form	
<u>X</u>	Bid Deposit (Bond, Cashier's Check, Certified Check)	
<u>X</u>	Statement of Ownership Disclosure	
<u>X</u>	Non-Collusion Affidavit	
<u>X</u>	Evidence of Affirmative Action Compliance*	
<u>X</u>	Proof of Business Registration (BRC)*	
<u>X</u>	Acknowledgement of Receipt of Revisions or Addenda	
<u>X</u>	Disclosure of Investment Activities in Iran*	
<u>X</u>	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus*	
<u>X</u>	Certification of Insurance*	

*\*Statutorily allowed to be provided with bid OR prior to execution of contract.*

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

**TOWNSHIP OF MANALAPAN BID SHEET  
ALARM REGISTRATION AND MANAGEMENT SERVICES  
FOR THE MANALAPAN TOWNSHIP POLICE DEPARTMENT**

Pricing is calculated as a percentage of the annual total of false alarm or annual collections (including license/permit) fees collected on behalf of the **MANALAPAN TOWNSHIP POLICE DEPARTMENT**, and then divided with Township of Manalapan as per the bid specifications:

1. Percentage Bid to be retained by the Bidder (Service Supplier): \_\_\_\_\_%
2. Percentage (balance) to be remitted to the Township of Manalapan: \_\_\_\_\_%

*(The Total of items #1 and #2 above must equal 100%)*

Any additional fees or charges in connection with this bid that would be due from the Township of Manalapan:

\_\_\_\_\_

**Submitted By:**

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

Signed: \_\_\_\_\_

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

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

County: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Cell Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_



**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

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

**Part II**

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

**OR**

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township of Manalapan** 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 **Township** to notify the **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:	

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ residing in \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
title name of firm

the bidder making this Proposal for the bid proposal entitled \_\_\_\_\_ and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Manalapan 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 \_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)  
(Corporate Seal)

# AFFIRMATIVE ACTION COMPLIANCE NOTICE

*N.J.S.A. 10:5-31 and N.J.A.C. 17:27*

## GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of *N.J.S.A. 10:5-31* and *N.J.A.C. 17:27*.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with *N.J.A.C. 17:27-4*;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with *N.J.A.C. 17:27-4*.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of *N.J.S.A. 10:5-31* and *N.J.A.C. 17:27* and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of *N.J.S.A. 10:5-31* and *N.J.A.C. 17:27*.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**  
*N.J.S.A. 10:5-31 and N.J.A.C. 17:27*  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the provisions of this non discrimination 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with *N.J.A.C. 17:27-5.2* or a binding determination of the applicable county employment goals determined by the Division, pursuant to *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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at *N.J.A.C. 17:27*.

**AMERICANS WITH DISABILITIES ACT**

**Equal Opportunity For Individuals With Disabilities**

The Contractor and Manalapan Township do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the Act (42 U.S.C. S12101 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 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 in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Township, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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 shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township 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 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 pursuant to this paragraph.

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**TOWNSHIP OF MANALAPAN**

**ACKNOWLEDGMENT OF REVISIONS OR ADDENDA**

I \_\_\_\_\_, acknowledge receipt of the following addenda and or revisions.  
They are as follows:

Addendum Number

Date of Receipt

1.) \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

4.) \_\_\_\_\_

5.) \_\_\_\_\_

**Not applicable** (Check here if no revisions/addenda have been received)

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**TOWNSHIP OF MANALAPAN  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1:**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), 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 State of New Jersey, Department of Treasury, Division of Purchase and Property website at

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the Township finds a person or entity to be in violation of law, s/he shall act as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

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

**PART 2: PROVIDE FURTHER INFORMATION ON ACTIVITIES IN IRAN**

Provide a detailed, accurate and precise description of the activities of the vendor, or one of its parents, subsidiaries or affiliates, engaging in the investment activities outlined above:

Name: \_\_\_\_\_ Relationship to Bidder: \_\_\_\_\_

Describe Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder's Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**PART 3: CERTIFICATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Manalapan 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 Township to notify the Township 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 Township of Manalapan and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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

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

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





## State of New Jersey

PHILIP D. MURPHY  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>

ELIZABETH MAHER MUOIO  
*State Treasurer*

TAHESHA L. WAY  
*Lt. Governor*

AMY F. DAVIS  
*Acting Director*

Telephone (609) 292-4886 / Facsimile (609) 984-2575

**The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):**

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

**List Date: January 1, 2024**



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

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

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

*(Check the Appropriate Box)*

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

**OR**

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

**OR**

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

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*(Attach Additional Sheets If Necessary.)*

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Signature of Vendor’s Authorized Representative

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Print Name and Title of Vendor’s Authorized Representative

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Vendor’s Name

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Vendor’s Address (Street Address)

---

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

---

---

Date

---

Vendor’s FEIN

---

Vendor’s Phone Number

---

Vendor’s Fax Number

---

Vendor’s Email Address

---

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