



TRIONAID ASSOCIATES INC.

Professional Background Screeners

616 Washington St., Toms River, NJ 08753

www.trionaidassociates.com

732-998-8406 fax: 732-612-1317

Municipal Excess Liability Joint Insurance Fund (MEL JIF)

August 18, 2025

Re: RFQ 2025-01 – RFQ for Background Check Services

Dear MEL JIF Officials,

Please accept this letter as an introduction to our company, TRIONAID ASSOCIATES INCORPORATED. Trionaid is a professional background screening firm with services to include Pre-employment and Volunteer Screening. Our list of services includes Criminal History, Sex Offender Registry, DMV Abstracts, Verification Services, Drug Testing, Credit Checks and much more! Trionaid has been providing these services, both regionally and nationally, for over ten years with an impeccable record of accomplishment and success.

Trionaid is a Veteran Owned Small Business incorporated in 2001. Our staff consists of former executive level law enforcement professionals and corporate security specialists with over 100 years of combined experience. Our company is “Accredited” through the Better Business Bureau, and we currently serve a vast array of clients to include the New Jersey Highway Authority, seven of the twenty-one New Jersey Counties, to include Ocean County, as well as numerous municipal government agencies; youth sport groups, corporations, volunteer organizations, educational institutions, healthcare providers and others.

Trionaid provides organizations across the country with the tools they need to easily and confidently screen new members before offering them a position on their team. We focus on making the screening process convenient and secure with results that are comprehensive and compliant with all existing state and federal laws.

Trionaid Associates, Inc. is confident that we can provide MEL JIF Members with superior service solutions and expedited turnaround times at very competitive prices. Our secure on-line system is very easy to use and our staff is friendly, knowledgeable and ready to provide exceptional service and support. Trionaid can help reduce liability and ensure that your staff, workforce, new hires meet the highest standards.

We look forward to having the opportunity to serve your members with their background-screening needs. I can be reached by phone at 732-998-8406 or by email at john.ryan@trionaidassociates.com.

Thank you for your time and consideration!

Sincerely,

John Ryan – President

(732) 998-8406

john.ryan@trionaidassociates.com

Proposal to Municipal Excess Liability Joint Insurance Fund Members (Client) with Background Screening Services

Trionaid Associates Incorporated is a New Jersey Licensed Private Detective Agency specializing in Pre-Employment Background Screening. Our offices are located in Toms River, New Jersey. Trionaid was founded in 2001 and has built a solid reputation based on trust, integrity and performance. Trionaid is a State of New Jersey certified Veteran Owned Small Business (VOB) and Certified Small Business Enterprise (SBE) operated by a staff of professionals with diverse backgrounds and impeccable credentials. Our consulting team and project managers consist of former law enforcement and corporate security executives from the New Jersey State Police, New York City Police Departments, Maersk Line, Inc., and Sea Land Services Shipping Company. Our team of background screeners all possess over ten years of professional experience in pre-employment background screening and have conducted thousands of pre-employment background checks for our clients. Combined our staff possesses well over 100 years of private and public sector experience, which provides our client's with the knowledge that they have selected a firm that can fully support their needs.

Trionaid Associates proposes to provide MEL JIF Members with background screening services for all Full-Time/Permanent Part-Time, Seasonal/Temporary/Intermittent, volunteers, and any others needing vetting.

TRIONAID PROPOSES TO PROVIDE THE FOLLOWING:

- Background Screening services to include:
 - National Criminal Database (NCD) w/ Alias (covers 45 states and 3200 counties)
 - National Sex Offender Registry
 - Social Security Number Trace
 - Most Wanted
 - *State or County Criminal Records as needed to supplement or verify NCD results**
- Trionaid will custom tailor a workflow that works best for the members to facilitate their pre-employment screening program.
- Trionaid can create member specific portal(s) for the Client's members to enter/access our background screening services.

- Trionaid can create personalized department specific E-mail links that can be disseminated to future employees/volunteers and new hires, to “self-enter” their own data and sign required FCRA release forms.
- Trionaid will provide monthly detailed invoices listing applicant’s names (Terms Net 30).
- Trionaid will assign a project manager to work with the Client throughout the duration of this project and attend meetings as required by the Client.
- Trionaid will ensure FCRA compliance and utilize industry best practices when performing background screening services on behalf of the Client.
- Trionaid will provide initial training to staff to ensure the project is seamlessly implemented.
- Insurance- Trionaid Associates will provide a Certificate of Liability Insurance to the Client, which lists them as an "Other Insured."
- Trionaid is prepared to begin this project at the earliest convenience of the Client.
- Trionaid will guarantee the quoted prices for the entirety of the contract term.

BENIFITS

Trionaid offers the following key benefits to MEL JIF Members:

- Years of experience serving Several County Human Resources and Municipal Human Resource Managers County with their Background Screening needs
- Simple user set-up process
- Ongoing training and support via internet or onsite.
- FCRA updates and compliance information
- Billing with detailed service invoices
- The provision of personnel dedicated to each account
- 24/7 secured & encrypted data
- Five (5) year record retention

DETAILS OF EXPERIENCE

Trionaid Associates has over fifteen (15) years of experience providing Background Screening Services to government agencies throughout New Jersey to include nine (9) counties and numerous municipal government agencies.

Trionaid has years of experience performing Background Screening function for many Governmental and private corporations and organizations.

Trionaid is an Accredited Agency through the New Jersey Better Business Bureau and licensed through the State of New Jersey to perform criminal records checks as a licensed Private Detective Agency.

Trionaid has completed thousands of background checks for Full Time/Permanent Part Time, Seasonal/Temporary/Intermittent, volunteers and others as part of our client's Background Screening Programs.

Trionaid Associates has performed Background Screening Functions litigation free since our inception.

OUTLINE OF QUALIFICATIONS

Trionaid's staff consists of professionals with diverse backgrounds and impeccable credentials. Our consulting team and project managers consist of former law enforcement and corporate security executives with years of public and private sector experience. All of our team members are trained background screening analysts with over ten years of professional experience in pre-employment background screening. All staff members have conducted thousands of pre-employment background checks for our clients. Our staff members strictly adhere to industry standards and comply with all Federal and State guidelines to include the Fair Credit Reporting Act (FCRA).

Our Pre-Employment Screening Manager will be responsible to perform and /or review all of the tasks for the MEL JIF Members.

STATEMENT OF PROPOSERS UNDERSTANDING OF THE SCOPE OF WORK

Trionaid has a proven record of success in providing comprehensive Background Screening Services to all of our client's. Our services are timely, accurate and thorough. Our current staffing levels are sufficient to ensure MEL JIF Members receive exceptional personalized service that meets their high standards.

LOCATION

Trionaid Associates, Inc., is located at 616 Washington Street in Toms River, New Jersey.

Thank you for your interest in Trionaid Associates, Inc., please contact John Ryan at 732-998-8406 or email john.ryan@trionaidassociates.com with any questions.

Submitted By



John Ryan
President
Trionaid Associates, Inc.
Toms River, NJ
August 18, 2025

Partial list of Current Clients:

- Atlantic County Human Resources
- Burlington County Human Resources
- Essex County Human Resources
- Hunterdon County Human Resources
- Monmouth County Human Resources
- Monmouth County Parks and Recreation
- New Jersey Highway Authority
- Ocean County Board of Social Services
- Passaic County Human Resources
- East Brunswick Human Resources
- Wall Township Human Resources
- Many Others



TrionAid Associates Pricing List

National Criminal Database (NCD) Check	\$15.00
Driving Record Check	\$24.00
County Criminal Record Check	\$11.00
Federal District Court Record Check	\$11.00
Statewide Criminal Record Check	\$7.00 <i>plus specific state fee</i>
Workforce ID Badges	\$14.00 ea
Education Verification	\$12.00*
Employment Verification	\$14.00*
Professional Reference	\$12.00
Personal Reference	\$12.00
Professional Credential Verification	\$18.00
OIG LEIE Check	\$8.00
Social Media Check	\$18.00
Business Credit Report	\$175.00
Employment Credit Report	\$18.00 (<i>site inspection required</i>)
Pre-employment Drug Screen	\$49.00 (Quest and Lab Corp)
DOT Random Drug Screening (onsite)	\$69.00
Dot Random Alcohol Screening (onsite)	\$50.00

****Third Party Fees may apply***



MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND

Executive Director
Joseph P. Hrubash

CONTRACT SPECIFICATIONS & BID DOCUMENTS FAIR & OPEN PUBLIC SOLICITATION

REQUIREMENTS FOR:	REQUEST FOR QUALIFICATIONS (RFQ) FOR BACKGROUND CHECK SERVICES
CONTRACT NUMBER:	RFQ 2025-01
BID DATE AND TIME:	WEDNESDAY, SEPTEMBER 3, 2025, AT 11:00 A.M.

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
CONTRACT #RFQ 2025-01 – RFQ FOR BACKGROUND CHECK SERVICES
DOCUMENT CHECKLIST**

Required by MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND	Item	Page	Initial each entry, and submit the required form if the box contains an <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Document Checklist – COMPLETE AND SIGN	i	<i>gk</i>
<input checked="" type="checkbox"/>	Legal Notice to Bidders – READ	ii	<i>gk</i>
<input checked="" type="checkbox"/>	Schedule & Project Contacts – READ	iii	<i>gk</i>
<input checked="" type="checkbox"/>	Project Contacts and Description of Work – READ	iv	<i>gk</i>
<input checked="" type="checkbox"/>	Instructions to Bidders and Statutory Requirements – READ	1-16	<i>gk</i>
<input checked="" type="checkbox"/>	Insurance Requirements – READ	5-6	<i>gk</i>
<input checked="" type="checkbox"/>	Vendor Information Sheet – COMPLETE	17	<i>gk</i>
<input checked="" type="checkbox"/>	Business Registration Certificate – SUBMIT PRIOR TO AWARD	18	<i>gk</i>
<input checked="" type="checkbox"/>	Mandatory Equal Employment Opportunity Language – Exhibit A Goods, Professional Service & General Service Contracts - READ	19-20	<i>gk</i>
<input checked="" type="checkbox"/>	Affirmative Action Compliance Affidavit – Goods, Professional & General Service Contracts – SIGN	21	<i>gk</i>
<input checked="" type="checkbox"/>	New Jersey Anti-Discrimination Provisions – SIGN	22	<i>gk</i>
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language - READ	23	<i>gk</i>
<input checked="" type="checkbox"/>	Ownership Disclosure Certification Form – SIGN	24-27	<i>gk</i>
<input checked="" type="checkbox"/>	Acknowledgment of Principal (select one)– SIGN AND NOTARIZE	28-30	<i>gk</i>
<input checked="" type="checkbox"/>	Non-Collusion Affidavit – SIGN AND NOTARIZE	31	<i>gk</i>
<input checked="" type="checkbox"/>	Prohibited Russia-Belarus Activities & Iran Investment Activities – COMPLETE	32-33	<i>gk</i>
<input checked="" type="checkbox"/>	Experience & Qualifications Questionnaire – COMPLETE	34-35	<i>gk</i>
<input checked="" type="checkbox"/>	Certification of Bidder's Status on the State Treasurer's List of Debarred, Suspended, and Disqualified Contractors – SIGN	36	<i>gk</i>
<input checked="" type="checkbox"/>	Certification of Non-Debarment for Federal Government Contracts – SIGN	37-40	<i>gk</i>
<input checked="" type="checkbox"/>	Acknowledgment of Receipt of Addenda – SIGN	41	<i>gk</i>
<input checked="" type="checkbox"/>	General Requirements – READ	42-43	<i>gk</i>
<input checked="" type="checkbox"/>	Proposal Form – COMPLETE AND SIGN	44-45	<i>gk</i>
<u>AFTER THE AWARD OF THE CONTRACT</u>			
<input checked="" type="checkbox"/>	Signed Agreement – SIGN & SEAL		<i>gk</i>
<input checked="" type="checkbox"/>	IRS Form W-9 – COMPLETE & SIGN		<i>gk</i>
<input checked="" type="checkbox"/>	Certificate of Insurance – SUBMIT WITH EXECUTED CONTRACT	5-6	<i>gk</i>

Corporate Name: TRONARD ASSOCIATES INC

Signature: *[Signature]* Date: 8/27/25

Print Name: John Ryan Title: President

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
NOTICE TO BIDDERS**

Sealed proposals for **RFQ 2025-01 – RFQ FOR BACKGROUND CHECK SERVICES** will be received until 11:00 A.M. on Tuesday, September 3, 2025, via BidNet Direct at <https://www.bidnetdirect.com/new-jersey/meljif>. Bid receipt closes at that time; proposals will be made publicly available via the BidNet platform.

Specifications will be available starting August 11, 2025, exclusively through BidNet. No email or in-person requests will be accepted. Proposals must be submitted electronically through BidNet. Late submissions will not be accepted.

Award is subject to a Fair and Open Process per *N.J.S.A. 19:44A-20.5 et seq.* Bidders must be registered with the State of NJ at award, include an Ownership Disclosure Affidavit (non-waivable), and comply with *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27*.

Matthew Cavallo, MPA, CMFO, QPA
Purchasing Agent

SCHEDULE

RELEASE SPECIFICATIONS:	MONDAY, AUGUST 11, 2025
PRE-BID MEETING:	NONE
DEADLINE FOR ALL QUESTIONS:	MONDAY, AUGUST 18, 2025, AT 9:00 A.M.
ADDENDA, IF ISSUED:	THURSDAY, AUGUST 21, 2025
BID DATE AND TIME:	WEDNESDAY, SEPTEMBER 3, 2025, AT 11:00 A.M.

PROJECT CONTACTS

**ALL QUESTIONS/CLARIFICATIONS SHOULD BE SUBMITTED IN WRITING
TO THE BELOW PURCHASING CONTACT**

Purchasing Contact (Contracting Agent)

Matthew Cavallo, MPA, CMFO, QPA
Qualified Purchasing Agent
mcavallo@laracyllc.com

Designated Project Administrator

Cate Kiernan, ARM
Senior Account Executive
PERMA Risk Management Services
9 Campus Drive, Suite 216
Parsippany, New Jersey 07054
catek@permainc.com

Legal Contact

Fred Semrau, Esq.
Fund Attorney
714 Main Street, PO Box 228
Boonton, New Jersey 07005
fsemrau@dorseysemrau.com

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

I. **SUBMISSION OF BIDS**

- A. Sealed bids shall be received by the Municipal Excess Liability Joint Insurance Fund, hereinafter referred to as "Fund," in accordance with public advertisement as required by the laws of the State of New Jersey, with a copy of said Legal Notice being attached hereto and made a part of these specifications. The MEL is comprised of multiple affiliated Joint Insurance Funds ("JIFs") and their respective member public entities throughout New Jersey. A current list of affiliated JIFs and their members is available at <https://njmel.org/programs-and-affiliates/> and is incorporated herein by reference.
- B. Bids shall be submitted electronically via the BidNet Direct portal at <https://www.bidnetdirect.com/new-jersey/meljif>, the designated electronic procurement platform for the New Jersey Municipal Excess Liability Joint Insurance Fund (hereinafter referred to as the 'Fund'), in accordance with public advertisement and the laws of the State of New Jersey.
- C. All bid submissions must be made electronically through BidNet Direct. Paper submissions, including mailed or hand-delivered bids, will not be accepted.
- D. It is the bidder's sole responsibility to ensure that the electronic bid is successfully uploaded to the BidNet Direct portal prior to the date and time specified in the Legal Notice. Bids must be electronically submitted via <https://www.bidnetdirect.com/new-jersey/meljif>. Late submissions will not be accepted. The Fund will not be responsible for any technical difficulties or delays in submission experienced by the bidder. All submissions must be completed and time-stamped by the system before the bid deadline.
- E. Bids submitted electronically through BidNet Direct may be withdrawn by the bidder prior to the bid opening date and time by using the withdrawal function provided on the BidNet portal. After the bid opening, all bids shall remain firm and irrevocable for a period of sixty (60) calendar days, except as otherwise permitted by law.
- F. More than one bid per legal entity under the same name shall not be considered.
- G. All prices and required information must be clearly entered either directly into the BidNet Direct platform or on required forms to be completed, signed in ink, and uploaded as scanned PDF attachments. Bids containing any conditions, omissions, unexplained alterations, items not called for in the bid proposal form, or irregularities of any kind may be cause for rejection by the Fund in accordance with applicable law. If a bidder uploads forms containing changes, strikeouts, or whiteouts, those changes must be initialed in ink by the person signing the bid. Uninitialed alterations on required forms shall be considered a non-curable defect.
- H. Each bid proposal form must give the full business address, business phone, fax, email (or equivalent electronic communication), the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships 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.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- I. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- *N.J.S.A. 2C:21-34 et seq.* governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- *N.J.S.A. 2C:27-10* provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- *N.J.S.A. 2C:27-11* provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

J. Electronic Submission Platform Requirements

Bidders must be registered with BidNet Direct in order to submit proposals. Instructions for registration and electronic bid submission are available at <https://www.bidnetdirect.com/new-jersey/melijif>. It is the bidder's sole responsibility to ensure that its complete electronic bid package is successfully uploaded and time-stamped by the bid deadline. Late submissions will not be accepted.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an ☒ on the submission checklist, shall be applicable to this bid and be made a part of the bid documents:

A. BID GUARANTEE

If required, 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 Fund. 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, listed in the U.S. Treasury Circular 570, and acceptable to the Fund. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to *N.J.S.A. 40A:11-24a*. 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*.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid. **Submission of the AIA Document 310, or any other form limiting or potentially limiting the penal sum of the bond to any amount less than 10% of the bid price not to exceed \$20,000 (such as forms of bond that limit the penal sum to the difference between damages or the bid price and the Fund's cost of the Work), do not meet the statutory requirements of *N.J.S.A. 40A:11-21* and shall be cause for rejection of the bid.**

B. CONSENT OF SURETY

If required, 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, listed in the U.S. Treasury Circular 570, have a minimum AM Best rating, e.g., "A-" or better, and acceptable to the Fund 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*.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

If required, the successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

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. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to *N.J.S.A. 17:31-5*. For multi-year contracts, the Performance Bond may be for continuous coverage or may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to *N.J.S.A. 40A:11-22*.

D. LABOR AND MATERIAL (PAYMENT) BOND

If required, the 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 submit a Labor and Material (Payment) Bond with the Performance Bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

If required, upon acceptance of the work by the Fund and prior to release of the Performance Bond and any retainage held by the Fund, the contractor shall submit a Maintenance Bond, pursuant to *N.J.S.A. 40A:11-16.3*, in an amount not to exceed 5% of the contract price guaranteeing against defective quality of work or materials for the period of: 1 year.

III. INTERPRETATION, ADDENDA AND DISCREPANCIES

- A.** The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Fund. The bidder accepts the obligation to become familiar with these specifications.
- B.** Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Contracting Agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to *N.J.S.A. 40A:11-13*. In the event the bidder fails to notify the Fund of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C.** All requests for interpretation, clarification, or questions concerning the meaning of the specifications shall be submitted exclusively through the BidNet Direct platform at <https://www.bidnetdirect.com/new-jersey/meljif>, using the Question-and-Answer (Q&A) feature associated with the solicitation. Questions submitted by any other means, including email or telephone, will not be accepted or considered. In order to be given consideration, all questions must be submitted no later than three (3) business days prior to the date fixed for the receipt of bids. Responses, clarifications, or addenda issued by the Fund will also be posted solely on the BidNet Direct platform. It is the responsibility of each bidder to monitor the platform for updates.
- D.** Official bid specifications are available electronically at no cost to prospective bidders via the BidNet Direct platform at <https://www.bidnetdirect.com/new-jersey/meljif>. Bidders are

solely responsible for ensuring they have downloaded all relevant documents, including any addenda. The Fund is not responsible for third-party versions of the bid documents. Bidders are strongly encouraged to register with BidNet Direct to ensure they receive all updates and notifications.

- E. All interpretations, clarifications, and any supplemental instructions will be issued as written addenda posted to the BidNet Direct platform. All addenda shall become part of the specifications and must be acknowledged by the bidder in the submission. Failure to acknowledge addenda shall be considered a fatal defect pursuant to N.J.S.A. 40A:11-23.2(b).

Pursuant to N.J.S.A. 40A:11-23(c)(1), notice of addenda shall be provided to all parties who have received or submitted bids. Addenda will be distributed through the BidNet Direct platform. Bidders are advised to check the portal regularly for updates and to ensure notifications from bidnetdirect.com are not routed to spam folders.

- F. Discrepancies in Bids

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. 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 Fund of the extended totals shall govern.

- G. Alternate Bids and Unit Prices for the various portions of work or Contracts shall be as stated in other Sections of the Specifications.

1. Attention is called particularly to the requirements for filling in all Alternate Bids called for on the Proposal Form, as the Fund reserves the right to award a Contract based upon the possible inclusion of one or more such Alternate Bids. The amounts of the Alternate Bids shall include any and all modifications to related, adjacent or surrounding work made necessary by use of such Alternate Bids. The Alternate Bids must be stated as additions to or deductions from the Base Bid, unless otherwise noted. The bidder shall clearly designate whether the change in price is an addition or subtraction, by selecting "ADD" or "DEDUCT". If an alternate item will not result in an increase or decrease in the base bid, the bidder shall select "NO CHANGE". THE BIDDER MUST BID ON ALL SPECIFIED ALTERNATES. The failure to bid an alternate, by leaving an alternate amount blank or stating "no bid" shall be considered a material defect, resulting in rejection of the bid.

2. The Fund reserves the right to award a Contract based upon the possible inclusion of one or more alternate bids. The amounts of the alternate bids shall include any and all modifications to related, adjacent or surrounding work made necessary by use of such alternate bids. No conditions, limitations or provision may be placed on a bid.

- H. Optional Pre-Bid Conference

If stated in the Notice to Bidders and checked below:

☒ A Pre-Bid Conference will not be held.

☐ A pre-bid conference for this proposal will be held on _____ via _____. Instructions for accessing the meeting will be posted to the BidNet Direct portal.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. **BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

- A. Brand names and/or descriptions used in these specifications are intended to acquaint bidders with the general type, quality, and performance level of goods or services desired. Brand names serve as a standard of comparison against which equivalent or substitute items will be evaluated. Unless otherwise stated, references to brand names are not intended to limit competition.

- B. Where a specification uses the term “brand name or equivalent,” the listed brand name shall be considered a reference for the functional or operational characteristics desired. Any bidder proposing to furnish an equivalent item must provide full documentation as part of the electronic bid submission through the BidNet Direct platform demonstrating that the item meets or exceeds the required specifications. Documentation may include product literature, technical specifications, test results, certifications, or other evidence of equivalency. Failure to submit adequate documentation with the bid may result in rejection of the bid on the basis of non-responsiveness.
- C. In submitting a bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent, copyright, or trademark. The successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement and shall indemnify and hold harmless the Fund from any damages or costs resulting therefrom. The bidder further certifies that all goods supplied under the contract shall conform to any applicable warranties implied under the Uniform Commercial Code, N.J.S.A. 12A:2-314 et seq., including but not limited to the implied warranty of merchantability and fitness for a particular purpose.
- D. The contractor shall guarantee all goods and services supplied under these specifications to be free from defects in materials and workmanship. Any defective, inferior, or non-conforming items shall be replaced at the contractor's expense. The contractor shall also be responsible for any associated shipping, return freight, or restocking charges.
- E. If any substituted or equivalent product proposed by the bidder includes hazardous substances as defined under the New Jersey Worker and Community Right to Know Act (N.J.S.A. 34:5A-1 et seq.), the bidder shall be responsible for proper labeling and submission of Material Safety Data Sheets (MSDS) in compliance with N.J.A.C. 8:59. All such documentation must be submitted at the time of delivery and upon request by the Fund or its designated representative.

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an ☒ shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. Coverage shall not be terminated unless and until the Fund or its designated Risk Manager has acknowledged in writing that appropriate replacement insurance has been secured or the contract has been satisfactorily completed. All other policies required under this Contract shall remain in effect in full force and effect until the Contractor's Maintenance Bond, if required, has been released.

A. INSURANCE REQUIREMENTS

- ☐ 1. Worker's Compensation Insurance
Worker's Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Policy shall ensure coverage for all of the Contractor's employees directly or indirectly engaged in the performance of this contract. This insurance shall have an Employer's Liability Insurance limit of not less than \$1,000,000 for Bodily Injury by accident, \$1,000,000 for occupational disease and \$1,000,000 aggregate limit.
- ☐ 2. Comprehensive General Liability Insurance
General Liability insurance shall be provided with limits of not less than \$1,000,000 for any one person and \$1,000,000 for any one accident for bodily injury and \$2,000,000 general aggregate for property damage, and shall be maintained in full force during the life of the contract. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement, as well as

coverage for explosion, collapse and underground (XCU) hazards as completed operations and products liability coverage. Blanket Contractual Liability Insurance must include, expressing insuring the Contractor's liability for occurrences assumed by the Contractor under this Contract.

☐ 3. Automotive Liability Insurance

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

☐ 4. Umbrella Liability Insurance

Umbrella Liability Insurance coverage of at least as broad as that provided by the Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance required above, with a limit of not less than \$5,000,000 combined single limit for bodily injury and property damage.

☐ 5. Other Forms of Insurance required in these bid specifications.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Fund as a Certificate Holder and as an Additional Insured on a Primary & Non-Contributory basis including Waiver of Subrogation.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Fund as an Additional Insured on a Primary & Non-Contributory basis including Waiver of Subrogation.

C. INDEMNIFICATION

The contractor shall indemnify and hold harmless the Fund, its Commissioners, member municipalities, officers, agents, consultants, and professionals from all claims, suits or actions, and damages or costs of every name and description to which the Fund may be subjected or put by reason of injury to the person or property of another, or the property of the Fund, resulting from a) negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and, b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

D. Subcontractor's shall be required by the Contractor to provide the same type of insurance as required of the principal Contractor, but within the limits as follows:

- 1) Worker's Compensation and Employer's Liability Insurance - \$500,000
- 2) Commercial General Liability Insurance - \$1,000,000
- 3) Comprehensive Automobile Liability Insurance - \$1,000,000

The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained submitted and approved by the Fund. Approval of the insurance by the Fund shall not relieve or decrease the liability of the Contractor hereunder. Certificates and policies of insurance covering each subcontractor shall also be filed with the Fund before any work is begun by a subcontractor and shall expressly state the same indemnification language as indicated above.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The Fund is a tax-exempt public entity and will not be responsible for the payment of any New Jersey State Sales and Use Tax included in invoices.

- B. Estimated Quantities (Open-End Contracts): The Fund 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. 5:30-11.2* and *11.10*. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED. This provision shall apply only when the bid specifications indicate that quantities are estimated and purchases will be made on an as-needed basis
- C. Contractor 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.
- D. All prices shall include full delivery costs to the locations designated by the Fund, including any required placement. Where applicable, placement may include inside delivery. No additional charges will be allowed for transportation or handling unless expressly authorized by the Fund in writing.
- E. In the event of a public emergency declared at the local, state, or federal level — including, but not limited to, natural disasters, declared states of emergency, public health emergencies, or pandemics — the Fund reserves the right to extend the terms and conditions of this contract for a period not to exceed six (6) months. The contractor agrees to extend all pricing, delivery, and service terms during such emergency extensions under the same contract provisions in effect immediately prior to the declared emergency, or as otherwise mutually agreed upon in writing. This provision shall apply even if the contract would otherwise expire during the emergency period.

VII. **COMPLIANCE WITH OTHER STATE LAWS AND REQUIREMENTS**

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1 et seq.* as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (hereafter "Division") and provided below. The contract will include the language included in this specification.

1. Goods, Professional Services and General Service Contracts

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

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Fund and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with *N.J.A.C. 17:27 et seq.* The vendor must provide a copy of the Certificate to the Fund as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150 made payable to "Treasurer, State of New Jersey" and forward a copy of the Form to the Fund. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

2. Construction Contracts

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms

directly from the Division by accessing the following: www.nj.gov/treasury/contract_compliance. Contractors and vendors are responsible for sending copies of the forms to the Fund and the Division.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Fund and the Division. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The Fund shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

- i. Complete Form AA-201 (Initial Project Workforce Report).
- ii. This report must be submitted to the Fund after notification of award but prior to signing a contract.
- iii. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the Fund and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to *N.J.S.A. 10:2-1* as included in this document.

C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification. The contractor is obligated to comply with the Act and to hold the Fund harmless for any violations committed under the contract.

D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide 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 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. Failure to submit a disclosure document 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.

E. PROOF OF BUSINESS REGISTRATION

Pursuant to *N.J.S.A. 52:32-44*, the Fund ("Contracting Unit") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid

Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Unit with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Unit prior to the time a contract, purchase order, or other contracting document is awarded or authorized. During the course of contract performance:

1. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. the contractor shall maintain and submit to the Contracting Unit a list of subcontractors and their addresses that may be updated from time to time.
3. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at 609-292-6400. Form NJ-REG can be filed online at www.nj.gov/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Unit a complete and accurate list of all subcontractors used and their addresses.

Pursuant to *N.J.S.A. 54:49-4.1*, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting unit.

Emergency Purchases or Contracts. For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

F. DISCLOSURE OF ACTIVITIES IN RUSSIA, BELARUS, AND IRAN

1. Russia and Belarus Compliance (P.L. 2022, c. 3)

Pursuant to *N.J.S.A. 52:32-60.1 et seq.*, any person or entity seeking to enter into or renew a contract with the Fund must complete the enclosed Certification of Non-Involvement in Prohibited Activities in Russia or Belarus, as issued by the New Jersey Department of the Treasury (Rev. 1.22.2024). Vendors must confirm that they do not appear on the OFAC Specially Designated Nationals and Blocked Persons List due to activity related to Russia and/or Belarus. This certification must be submitted with the bid. The OFAC list is available at: <https://sanctionssearch.ofac.treas.gov>.

2. Iran Investment Disclosure (P.L. 2012, c. 25)

In accordance with *N.J.S.A. 52:32-58*, vendors must also certify that they are not engaged in prohibited investment activities in Iran, as defined by law. A completed Disclosure of Investment Activities in Iran form must also be submitted with the bid. The current list of prohibited entities is available at: <https://nj.gov/treasury/purchase/pdf/Chapter25List.pdf>.

Failure to submit either certification, or submission of a false certification, may result in bid rejection or contract termination.

If indicated by a ☒ on the Document Checklist, the following items are mandatory requirements of the bid proposal and contract.

CONTRACT #RFQ 2025-01 – RFQ FOR BACKGROUND CHECK SERVICES

G. DOCUMENT CHECKLIST

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect, and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

I. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (*N.J.S.A. 34:5A-1 et seq.*, and *N.J.A.C. 8:59-1.1 et seq.*). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to *N.J.A.C. 8:59-5*. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (*N.J.A.C. 8:59-1.3*). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an Fund's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels (www.nj.gov/health/workplacehealthandsafety/right-to-know).

J. PREVAILING WAGE AND PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to the New Jersey Prevailing Wage Act (*N.J.S.A. 34:11-56.25 et seq.*) and the Public Works Contractor Registration Act (*N.J.S.A. 34:11-56.48 et seq.*), all contractors and subcontractors performing work on a public project must comply with the following:

1. Prevailing Wage Compliance

Contractors and all subcontractors shall pay wages at not less than the prevailing wage rate for the trade or occupation, as determined by the New Jersey Department of Labor and Workforce Development (DOL).

- All certified payroll records must now be submitted electronically through the NJ Wage Hub portal: <https://wagehub.nj.gov>.
- Payrolls must be submitted within ten (10) days of the payment of wages.
- The contractor is also responsible for ensuring that all subcontractors comply and submit certified payrolls via the Wage Hub.

2. Public Works Contractor Registration

Contractors and all listed subcontractors must be registered with the DOL and provide a valid Public Works Contractor Registration Certificate at the time of bid submission.

- Copies of current certificates for the contractor and any listed subcontractors must be submitted with the bid.
- Registration is required for any non-listed or lower-tier subcontractors prior to starting work.
- Submitting an application does not satisfy this requirement.

Failure to comply with either statute shall be grounds for bid rejection or contract termination.

K. PAY-TO-PLAY POLITICAL CONTRIBUTION DISCLOSURE

Pursuant to *N.J.S.A. 19:44A-20.13 et seq.*, business entities receiving aggregate payments of \$50,000 or more from public entities in a calendar year are required to file an Annual Political Contribution Disclosure Statement with the New Jersey Election Law Enforcement Commission (ELEC).

- The disclosure must be filed annually by March 30 for the prior calendar year.
- It is the sole responsibility of the vendor to determine whether filing is required.
- Additional information and forms are available from ELEC at www.elec.nj.gov or by calling (888) 313-3532.

This requirement applies regardless of the contract award process (fair and open or non-fair and open), and failure to comply may result in penalties imposed by ELEC.

L. EQUIPMENT CERTIFICATION

Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid. (*N.J.S.A. 40:11-20*)

M. CERTIFICATION OF BIDDER'S STATUS ON THE STATE TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED CONTRACTORS

Bidders are required to certify that they are not presently included on the New Jersey State Treasurer's List of Debarred, Suspended, and Disqualified Bidders.

As a condition of the award of contract, the bidder shall complete and submit a "Certification of Bidder's Status on the State Treasurer's List of Debarred, Suspended and Disqualified Contractors" in the form provided. The certification shall affirm, under oath, that the bidder is not presently listed and agrees to notify the Fund if it becomes so listed at any time prior to or during the performance of the contract, including any guarantee period.

Failure to provide such certification, or the appearance of the bidder or its parent company, subsidiary, or affiliate on the list maintained by the New Jersey Department of the Treasury, shall be cause for rejection of the bid or termination of any contract entered into pursuant to this procurement.

N. CERTIFICATION OF NON-DEBARMENT FROM FEDERAL GOVERNMENT CONTRACTS

No contract shall be awarded unless the bidder certifies that neither the bidder, nor any entity owning more than 50% of the bidder, nor any entity owned more than 50% by the bidder, is debarred from contracting with the federal government.

As a condition of award, the bidder shall complete and submit the "Certification of Non-Debarment from Federal Government Contracts" in the form provided. The certification shall also include disclosures of any parent entities or subsidiaries and their status related to federal debarment, including relationships in which one entity owns more than 50% of the other.

The bidder further agrees to notify the Fund in writing if at any time during the term of the contract or its extensions, the bidder or any controlling or controlled entity becomes debarred by any federal agency.

Failure to provide the required certification, or the submission of a false certification, shall constitute a material breach of contract and shall entitle the Fund to declare the contract null and void and seek all remedies available under law.

VIII. METHOD OF CONTRACT AWARD

- A bid which does not conform with the requirements of Form of Bids or which contains any addition, condition or other irregularity is subject to the Fund's rights set forth below.
- The Bidder acknowledges the right of the Fund to conduct a Bid verification Meeting(s) with the apparent low bidder(s) prior to contract award. The purpose of the meeting is to

review in detail the requirements of the Contract Documents in order to verify the Bidder's understanding of the project, and evaluate the validity of the bid and the bidder's ability to meet the requirements of the Contract in accordance with his bid. The bidder further acknowledges the Fund's right of bid evaluation set forth below and the intention to make a written record of the Bid Verification Meeting a part of the written Agreement/Contract with the Fund.

- C. Should the bidder refuse to participate in the bid verification process or to subsequently enter into such Contract or fail to furnish the required bonds and insurance, the amount of the bid security shall be forfeited to the Fund as liquidated damages, not as a penalty.
- D. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of *N.J.A.C. 5:30-5.1 et seq.*, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see **SECTION X, TERMINATION OF CONTRACT**, Sub-section E, for additional information.
- E. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- F. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- G. The Fund may also elect to award the contract on the basis of unit prices.
- H. The form of contract shall be submitted by the Fund to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Fund; material exceptions shall not be approved. Any material exceptions may render the bid non-responsive.
- I. Successful bidder/respondent shall complete W-9 Form and submit to the Fund prior to contract execution. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf.

IX. CAUSES FOR REJECTING BIDS

The Fund reserves the right to waive any minor irregularities or informalities in the bids and accept the bid, which in the Fund's judgment will best serve its interests. Bids may be rejected for any of the following reasons.

- A. All bids pursuant to *N.J.S.A. 40A:11-13.2*;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to *N.J.S.A. 40A:11-4b*, Prior Negative Experience;
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Fund may accept the bid of the next lowest responsible bidder. (*N.J.S.A. 40A:11-24b*); or,
- G. Where a bid fails to comply with any mandatory statutory requirement or contains a material defect not curable under *N.J.S.A. 40A:11-23.2*."

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Fund shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Fund of any obligation for balances to the contractor of any sum or sums set forth in the contract. Fund will pay only for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Fund for damages sustained by the Fund by virtue of any breach of the contract by the contractor and the Fund may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Fund from the contractor is determined.
- C. Contractor agrees to indemnify the Fund from any subcontractor claims arising from non-payment due to lawful contract termination.
- D. In case of default by the contractor, the Fund may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the 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 Fund reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new Fund(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Fund.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Fund.
- H. The Fund may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the Fund is conditioned upon the availability of Fund funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Fund at the end of any particular fiscal year may terminate such services. The Fund will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Fund to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the Fund by notice to the parties.

XI. PAYMENT

A. General Conditions for Payment

No payment shall be made unless duly authorized by the Fund's designated representative and supported by proper documentation, including itemized invoices and any other documentation required by contract.

B. Invoice Requirements

Invoices shall include, at a minimum:

1. The billing period covered;
2. A detailed description of goods delivered or services performed;
3. The amount claimed; and
4. A clear correlation to the services or deliverables specified in the contract.

All invoices shall be submitted in accordance with the Fund's policies and procedures.

C. Withholding of Payment

The Fund reserves the right to withhold all or part of any payment based on subsequently discovered evidence, including but not limited to:

1. Non-conforming or incomplete deliverables;
2. Filed claims or evidence suggesting potential claims;
3. Reasonable doubt that the contract can be completed for the unpaid balance.

Once the basis for withholding has been resolved, withheld amounts shall be released.

D. Restrictions on Payment Commitments

Public funds may only be used to pay for goods delivered or services rendered.

- The Fund shall not be liable for penalties, late fees, or interest on overdue payments unless required by law.
- No employee is authorized to sign a letter of credit, financing agreement, or any other document representing a legal commitment to pay additional fees or interest without lawful authority.

E. Prompt Payment – Goods and Services

In accordance with P.L. 2023, c.125 (N.J.S.A. 52:32-60.3), if payment is not made within 90 calendar days of receipt of a properly submitted invoice for goods or services, the vendor shall be entitled to interest on the unpaid balance at the rate established by the State Treasurer.

This provision applies only when:

1. The goods or services have been received and accepted; and
2. No dispute or withholding of payment has been documented in writing within 30 days of invoice receipt.

F. Prompt Payment – Construction Contracts

For construction contracts, payment shall be made in accordance with the Prompt Payment Act, N.J.S.A. 2A:30A-1 et seq., as follows:

1. Payment shall be made within 30 calendar days of the billing date, or the next scheduled Fund Committee Meeting, whichever is earlier, provided:
 - The contractor has performed in accordance with the contract;
 - The work has been approved and certified by the Fund's authorized representative; and
 - No written notice identifying discrepancies has been sent to the contractor.
2. If any portion of the invoice is disputed, the undisputed portion shall be paid, and the Fund shall provide written notice of the disputed amount within 20 calendar days of the billing date.
3. Interest shall accrue on late payments in accordance with the statute.

XII. CONFIDENTIALITY & DATA SECURITY

- A.** The Fund shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Fund to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the Fund, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.
- B.** The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Fund. Any information supplied to the Fund may be required to be supplied in a format

compatible with Microsoft Windows and Office, such as USB flash drive, secure email, or approved file-sharing portal.

- C. Under state and federal statutes, certain government records are protected from public disclosure. The Fund, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The Fund retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

XIII. OTHER PROVISIONS

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:

1. Not use or disclose protected health information other than as permitted or required by law
2. Use appropriate safeguards to protect the confidentiality of the information
3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Fund harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the Fund. Contractor shall comply with all local, state, and federal licensing requirements.

XIV. OPTIONAL BACKGROUND CHECKS AND SITE-SPECIFIC SECURITY REQUIREMENTS

At the discretion of the Fund, and when stated in the bid specifications or scope of work, the following requirements may apply to contracts involving work at locations where contractor personnel may be in proximity to children, members of the public, or sensitive municipal operations:

A. Criminal History Background Checks

1. The contractor shall, prior to the start of work, provide proof that each employee assigned to a covered worksite has passed a criminal history background check verifying that no disqualifying criminal record exists on file with the Identification Division of the FBI or the New Jersey State Bureau of Identification.
2. Covered worksites include but are not limited to: libraries, playgrounds, parks, athletic fields, youth-oriented public facilities, and secure municipal locations such as police stations, firehouses, emergency operations centers, and other restricted-access facilities.
3. If any employee is found to have disqualifying criminal history, or if no background check was provided for that employee, the contractor shall remove the individual immediately upon request of the Fund. Failure to do so may be deemed a material breach of contract.

4. Proof of clearance issued by the New Jersey Department of Education, the New Jersey State Police, or another recognized screening authority shall be deemed acceptable. In the case of a waiver or pending review, temporary approval may be granted by the Fund at its sole discretion.
- B. Harassment, Intimidation, and Bullying (HIB) and Public Conduct Compliance**
- If the project involves contact with children or vulnerable populations, the Fund may require the contractor and its personnel to comply with applicable municipal policies governing conduct, including any anti-bullying, harassment, or public safety policies adopted by the Fund or other municipal entities.
- Reports of observed harassment, misconduct, or safety violations must be made immediately to the Fund or the designated site supervisor.
 - If work is occurring in a facility governed by separate operational policies (e.g., a library or emergency services building), contractors will be required to adhere to those site-specific rules and protocols.
- C. Site Access and Identification**
- Contractor personnel assigned to secure or sensitive municipal areas (e.g., police departments, communication hubs, or IT/server rooms) may be required to:
- Undergo additional screening or clearance;
 - Wear visible identification badges at all times while on site;
 - Sign in and out in accordance with the site's visitor control policy;
 - Be escorted while on premises if required by site protocol.
- D. Applicability and Enforcement**
- This section shall only apply when expressly included in the contract documents or directed by the Fund prior to the start of work. The Fund reserves the right to:
- Determine which locations and personnel fall within the scope of this section;
 - Waive or modify any of the above requirements based on the project scope and work location;
 - Terminate the contract for failure to comply with any applicable provisions of this section.

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND, NEW JERSEY
VENDOR INFORMATION SHEET**

LEGAL NAME OF COMPANY: TRIONAID ASSOCIATES Inc
FEDERAL TAX ID NUMBER (EIN): 22-3811395
BUSINESS ADDRESS: 616 WASHINGTON ST
TOMS RIVER NJ 08753
MAIN PHONE NUMBER: 732-998-8406
FAX NUMBER: 732-612-1317
WEBSITE (IF APPLICABLE): WWW.TRIONAIDASSOCIATES.COM

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL

NAME OF PERSON PREPARING BID: John Ryan
TITLE: PRESIDENT
PHONE: 732-998-8406 FAX NUMBER: 732-612-1317
E-MAIL ADDRESS: John.Ryan@TrionaidAssociates.com

AUTHORIZED CONTACT FOR CORRESPONDENCE (IF DIFFERENT FROM ABOVE)

NAME: Same
TITLE: _____
PHONE: _____ FAX NUMBER: _____
E-MAIL ADDRESS: _____

PROJECT COORDINATION CONTACT

NAME: Same
TITLE: _____
OFFICE PHONE: _____ FAX NUMBER: _____
MOBILE (DIRECT) PHONE: 732-684-1177
E-MAIL ADDRESS: John.Ryan@TrionaidAssociates.com



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

TRIONAID ASSOCIATES INCORPORATED

Trade Name:

616 WASHINGTON ST
TOMS RIVER, NJ 08753

Address:

Certificate Number:

0784047

Effective Date:

January 21, 2013

Date of Issuance:

May 12, 2023

For Office Use Only:

20230512081325632

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

AS A PROFESSIONAL COURTESY,
PLEASE PLACE HERE
A PHOTOCOPY OF
NEW JERSEY
**BUSINESS REGISTRATION
CERTIFICATE**

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) & N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) & N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
(CONTINUED)

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

(REVISED 4/10)

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

AFFIRMATIVE ACTION COMPLIANCE AFFIDAVIT
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Pursuant to State law, all successful bidders must submit evidence of compliance with affirmative action requirements to the Fund and to the State Division of Purchase & Property Contract Compliance and Audit Unit ("Division"). Prior to contract execution, vendors must submit one of the following:

- A.** A current Letter of Federal Approval showing the vendor has a federally-approved EEO/AA program (valid for one year).

Do you have a federal approval letter? Yes ☐ No ☐

If yes, please submit a photocopy of such approval.

- B.** A valid State Certificate of Employee Information Report (Form M-302).

Do you have this certificate? Yes ☒ No ☐

If yes, please submit a photocopy of such approval.

- C.** Complete and submit Form AA-302 with the \$150 fee to the Division and provide a copy to the Fund. The AA-302 form is available at: www.nj.gov/treasury/contract_compliance/.

The undersigned certifies awareness of and agreement to comply with the affirmative action requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27. Failure to do so will render this bid non-responsive.

COMPANY: Tamara Associates

SIGNATURE: [Signature]

PRINT NAME: John Ryan

TITLE: President

DATE: 8/27/25

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).


NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 et seq.

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract, or for the procurement, manufacture, assembling, or furnishing of any materials, equipment, supplies, or services under this contract, the contractor or any person acting on its behalf shall not discriminate against any qualified individual by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, or sex.
- b. No contractor, subcontractor, or person acting on their behalf shall intimidate or discriminate against any employee engaged in the performance of work under this contract or engaged in the procurement, manufacture, assembling, or furnishing of such materials or services on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, or sex.
- c. A penalty of \$50.00 per day per person may be deducted from payments due to the contractor for each calendar day such discrimination or intimidation occurs, in violation of this section.
- d. The Fund may cancel or terminate this contract, and all monies due or to become due may be forfeited, for any violation of this section occurring after notice of a prior violation has been given to the contractor by the Fund.

Nothing in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or procurement of goods, services, or construction be awarded to a small business enterprise, minority business enterprise, or women's business enterprise pursuant to P.L. 1985, c.490 (N.J.S.A. 18A:18A-51 et seq.).

The undersigned contractor certifies awareness of and agrees to comply with these requirements. Failure to do so shall render this bid non-responsive.

COMPANY: TRONARD ASSOCIATES INC SIGNATURE: 
PRINT NAME: Jonathan Lopez TITLE: President
DATE: 8/21/25

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

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

The contractor and the Municipal Excess Liability Joint Insurance Fund ("Fund") agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the applicable rules and regulations promulgated pursuant thereto, are hereby incorporated into this contract.

In providing any aid, benefit, or service on behalf of the Fund pursuant to this contract, the contractor agrees that its performance shall be in strict compliance with the ADA. In the event the contractor, its agents, employees, or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the contractor shall defend the Fund in any action or administrative proceeding commenced pursuant to the ADA.

The contractor shall indemnify, protect, and hold harmless the Fund, its officers, agents, and employees from and against any and all claims, losses, demands, damages, suits, or expenses arising from any such alleged or actual violation. The contractor shall, at its own expense, appear, defend, and pay all legal fees and other costs incurred in connection therewith.

The contractor agrees to abide by the Fund's grievance procedure for any complaints brought under the ADA. If any proceeding results in an award of damages or the Fund incurs expenses to remedy an ADA violation caused by the contractor's actions, the contractor shall promptly satisfy and discharge such obligations at its sole expense.

The Fund shall, as soon as practicable, provide written notice to the contractor of any claim or proceeding, including copies of all relevant notices, complaints, or pleadings received.

It is understood that any approval by the Fund of services provided by the contractor does not relieve the contractor of its obligations under the ADA or the indemnification provisions of this agreement.

Furthermore, the Fund assumes no obligation to indemnify or hold harmless the contractor for any claim arising from its performance. This clause shall not limit other legal remedies available to the Fund.

The undersigned contractor understands and certifies that failure to comply with the ADA may result in rejection of this bid as non-responsive.

COMPANY: Truonpin Associates Inc SIGNATURE: [Signature]
PRINT NAME: John Lyao TITLE: President
DATE: 8/21/25

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM**

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

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: TRIMAD ASSOCIATES, INC

Address of Business: 616 WASHINGTON ST TOMS RIVER NJ 08753

Name of person completing this form: JOHN LYNN

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

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent Ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

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

CONTINUED ON NEXT PAGE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

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

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

PART I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
☒ 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 IN THIS SECTION ON THE NEXT PAGE)
- 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)

CONTINUED ON NEXT PAGE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)
Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name: John Rypel
Address: 1186 Aster Dr
Toms River NJ 08753

Name: MARK Levey
Address: 4 Chamberlain St
Toms River NJ 08757

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
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

CONTINUED ON NEXT PAGE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)
Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

PART III (CONTINUED)

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

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 MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND to notify the MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND 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 MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND to declare any contract(s) resulting from this certification void and unenforceable.



Signature of Authorized Agent

8/21/25

Date

John Ryan

Full Name (Printed)

President

Title

(Corporate Seal, if appropriate)

END OF STATEMENT OF OWNERSHIP



THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**ACKNOWLEDGEMENT OF PRINCIPAL
(IF A CORPORATION)**

STATE OF New Jersey)
) SS:
COUNTY OF Ocean)

BE IT REMEMBERED, that on this 27 day of Aug in the year 2025, AND before me, the subscriber, a Notary Public of the State of New Jersey personally appeared who, being by me duly sworn on their oath, doth depose and make proof to my satisfaction that they are the Secretary or Assistant Secretary of TRIMONAD ASSOCIATES, INC, the Corporation named in the within Instrument; that John Ryan is the President of said Corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that the deponent is familiar with the corporate seal of said Corporation; and the seal affixed to said Instrument is such Corporation seal and was thereto affixed and said Instrument signed and delivered by said President, as and for their voluntary act and deed and as and for the voluntary act and deed of said Corporation; in presence of deponent, who thereupon subscribed his/her name thereto as witness.

[Signature]
Signature of Secretary or
Signature of Assistant Secretary

Subscribed and sworn to before me this

27 day of August, 2025
[Signature]
Notary Public

Commission Expires: _____
(Notary Stamp/Seal)



THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey)
COUNTY OF Ocean) SS:

I, JOHN RYAN residing in TOMS RIVER
name of affiant) (name of municipality)

in the County of Ocean and State of New Jersey

of full age, being duly sworn according to law, on my oath, depose and say that:

I am President of the firm of TRIONAID ASSOCIATES, INC
(title or position) (name of firm)

_____ the bidder making this Proposal for the proposal entitled
RFQ 2025-01 background check services, and that I executed the said proposal with
(title of bid proposal)

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 MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND 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

N/A

Signature
JOHN RYAN
Type or Print name

Subscribed and sworn to before me this

27 day of August, 2025
[Signature]
Notary Public

Commission Expires: 8-11-2029
(Notary Stamp/Seal)

MARK M LEVEY
Notary Public, State of New Jersey
My Commission Expires
August 11, 2029

CONTRACT #RFQ 2025-01 – RFQ FOR BACKGROUND CHECK SERVICES

PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES

[Required pursuant to P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., and N.J.S.A. 40A:11-2.1]

Person or Entity: THOMAS ASSOCIATES INC

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

The OFAC list is available at: <https://sanctionssearch.ofac.treas.gov>
www.nj.gov/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES (continued)

[Required pursuant to P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., and N.J.S.A. 40A:11-2.1]

IF UNABLE TO CERTIFY

- ☐ I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

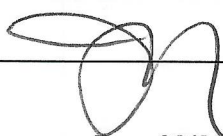
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

(Use additional sheets, if necessary)

Part 3: Certification of True and Complete Information

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 Municipal Excess Liability Joint Insurance Fund is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Municipal Excess Liability Joint Insurance Fund to notify the Municipal Excess Liability Joint Insurance Fund 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. 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 Municipal Excess Liability Joint Insurance Fund and that the Municipal Excess Liability Joint Insurance Fund at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): John Ryan Title: President

Signature:  Date: 8/27/25

Rev. 08/2025 – MEL Compliance Form for P.L. 2012, c.25 & P.L. 2022, c.3

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

EXPERIENCE & QUALIFICATIONS QUESTIONNAIRE

This questionnaire must be completed and submitted as part of the proposal. **Failure to complete this form or to provide any of the requested information may result in rejection of the proposal.** If additional space is required, attach separate sheets clearly labeled with the corresponding question number.

1. Number of years in business under present name and address: 24 years

2. If less than five (5) years, list all previous business names and addresses:

N/A

3. Within the last five (5) years, has the business or any officer/partner failed to complete a contract awarded to them?

☐ Yes ☒ No

If yes, provide details on a separate page.

4. Have any liens or lawsuits been filed against the company within the last five (5) years?

☐ Yes ☒ No

If yes, provide details on a separate page.

5. List any similar services for which you are currently under contract but have not yet started work:

N/A

6. List all major subcontractors proposed for this contract and describe their responsibilities:

N/A

7. Provide at least three (3) references for similar services provided:

Reference #1

Name: Blon Telpuera

Phone: 732-431-7300 x-7308

Address: Monmouth County HR 33 Mechanic St, Freehold NJ 07728

Equipment/Service Provided: Background Screening

Contract Amount: \$ 25,000.00

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

EXPERIENCE & QUALIFICATIONS QUESTIONNAIRE (CONTINUED)

Reference #2

Name: Karen STAUB
Phone: 973-621-5956
Address: ESSEX Co. Counsel, 465 DR. MURKIN BLVD. NEWARK NJ 07102
Equipment/Service Provided: Background research on committed
Patience.
Contract Amount: \$40,000.00

Reference #3

Name: Michael Thompson
Phone: 732-449-8448
Address: WALL TOWNSHIP REC.
Equipment/Service Provided: Background Screening
Contract Amount: \$10,000.00

Acknowledgment:

It is understood and agreed that the submission of this Experience & Qualifications Questionnaire is made solely at the risk, cost, and expense of the respondent. It is further acknowledged that the Municipal Excess Liability Joint Insurance Fund (the "Fund") accepts this information solely for the purpose of evaluating the respondent's qualifications to submit a proposal. No rights, claims, or causes of action—whether legal or equitable—shall arise against the Fund based on the acceptance, review, use, or rejection of this questionnaire, or any determination regarding the respondent's eligibility to submit a proposal.

TRIONAID ASSOCIATES, INC.
Company

JOHN Ryan - President
Company Name

616 WASHINGTON ST
TDMS River NJ 08753
Address

732-998-8406
Telephone Number

[Signature] 8/27/28
Signature Date

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**CERTIFICATION OF BIDDER'S STATUS ON THE
STATE TREASURER'S LIST OF DEBARRED,
SUSPENDED AND DISQUALIFIED CONTRACTORS**

I, John Ryan, of the City/Township/Borough/Village (circle one) of Toms River, in the State of New Jersey, being of full age and duly sworn according to law, depose and say:

I am the President (title) of the firm of TRONARD ASSOCIATES, INC, the bidder submitting the proposal for the attached named project, and I am duly authorized to make this certification on behalf of the bidder.

I hereby certify that the bidder is not currently listed on the State of New Jersey Department of the Treasury's List of Debarred, Suspended and Disqualified Bidders.

I further certify that if, at any time prior to or during the term of the contract (including any guarantee or warranty periods), the bidder is added to such list, I will immediately notify the Municipal Excess Liability Joint Insurance Fund of such listing.

I understand that, pursuant to N.J.A.C. 7:1D-2.1 et seq. and N.J.A.C. 7:26C-5.2, a contractor may be debarred, suspended, or disqualified from contracting with the State of New Jersey and its instrumentalities, including the Fund, for certain violations or conduct as defined in those regulations or applicable law.

By:

[Signature]
(Signature of Authorized Representative)

Print Name:

Title:

Date:

John Ryan

President

8/27/25

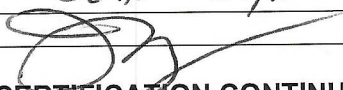
THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**CERTIFICATION OF NON-DEBARMENT
FROM FEDERAL GOVERNMENT CONTRACTS**
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	TRONARD ASSOCIATES, INC
Physical Address of Individual or Organization	816 WASHINGTON ST TOMS RIVER NJ 08753
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed in Part I is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal contracts by any federal agency. I further acknowledge that I am authorized to execute this certification on behalf of the above-named organization; that the Municipal Excess Liability Joint Insurance Fund is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Municipal Excess Liability Joint Insurance Fund to notify the Municipal Excess Liability Joint Insurance Fund 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 Municipal Excess Liability Joint Insurance Fund, permitting the Municipal Excess Liability Joint Insurance Fund to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):	JOHN RYAN	Title:	PRESIDENT
Signature:		Date:	8/27/25

CERTIFICATION CONTINUED ON THE NEXT PAGE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS (CONTINUED)**

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

CERTIFICATION CONTINUED ON THE NEXT PAGE

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS (CONTINUED)**

Section C – Part III Certification			
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of the organization's parent entity, if applicable. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Municipal Excess Liability Joint Insurance Fund is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award Municipal Excess Liability Joint Insurance Fund to notify the Municipal Excess Liability Joint Insurance Fund 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 Municipal Excess Liability Joint Insurance Fund, permitting the Municipal Excess Liability Joint Insurance Fund to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):	John R. [Signature]	Title:	President
Signature:	[Signature]	Date:	8/27/25

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Physical Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

CERTIFICATION CONTINUED ON THE NEXT PAGE

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS (CONTINUED)**

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Physical Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Municipal Excess Liability Joint Insurance Fund is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Municipal Excess Liability Joint Insurance Fund to notify the Municipal Excess Liability Joint Insurance Fund 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 Municipal Excess Liability Joint Insurance Fund, permitting the Municipal Excess Liability Joint Insurance Fund to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

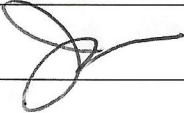
END OF CERTIFICATION

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

[Required pursuant with N.J.S.A 40A:11-23.2(e)]

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Bidder Initial)
No. 1	8/22/25	

☐ No addenda were received.

Acknowledged for: TRIONAID ASSOCIATES INC
(Name of Bidder/Company)

By: 
(Signature of Authorized Representative)

Name: JOHN RAO
(Print or Type)

Title: PRESIDENT

Date: 8/27/25

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
CONTRACT #RFQ 2025-01 – RFQ FOR BACKGROUND CHECK SERVICES
GENERAL REQUIREMENTS**

1. PURPOSE AND INTENT

- 1.1. The Municipal Excess Liability Joint Insurance Fund (“MEL” or “Fund”), on behalf of its member local government agencies, is soliciting qualifications from firms to provide background check services on an as-needed basis for the 2025, 2026, and 2027 fund years.
- 1.2. The intent of this RFQ is to exceed the minimum statutory procurement requirements and to prequalify service providers who may be engaged by MEL members when such services are needed.
- 1.3. MEL members are not obligated to contract with a vendor from the qualified list and may use alternate contracting methods at their discretion. MEL reserves the right to accept late proposals and may amend the list of qualified vendors by action of the Board of Fund Commissioners.

2. PROPOSAL SUBMISSION

- 2.1. Proposals must be submitted electronically in accordance with the instructions in the Legal Notice. No hard copies will be accepted.

3. FUND STRUCTURE AND MEMBERSHIP

- 3.1. The MEL was established pursuant to N.J.S.A. 40A:10-36 to provide property and casualty insurance to member local units. Governed by a Board of Fund Commissioners and an Executive Committee, the MEL is regulated by the New Jersey Departments of Banking & Insurance and Community Affairs. See www.njmel.org for more information.
- 3.2. MEL includes 19 individual Joint Insurance Funds representing over 580 local public entities. A list of current members is available at: <https://njmel.org/programs-and-affiliates>

4. MINIMUM QUALIFICATIONS

- 4.1. Proposers must demonstrate experience and capacity to deliver background check services as described herein.
- 4.2. Services requiring licensure must be provided by licensed professionals or subcontractors.
- 4.3. Proposers shall maintain General Liability and Workers’ Compensation insurance and provide Certificates of Insurance to MEL members as required.
- 4.4. Proposals must disclose applicable licenses or certifications.

5. CONTRACT PROVISIONS

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

- 5.1. This solicitation is for background check services.
- 5.2. Proposers shall include all-inclusive pricing and rate sheets.
- 5.3. Services must comply with all applicable legal, confidentiality, and industry standards.
- 5.4. Contracts shall be entered into directly between the proposer and the participating MEL member.

6. PROPOSAL CONTENTS

- 6.1. Contact Information: Include firm name, address, contact person, phone, and email.
- 6.2. Include:
 - Counties served
 - Location(s) of office(s) providing service
 - List of services offered
 - Price sheets and rate schedules
 - Pricing method for unlisted services

7. REFERENCES AND RESOURCES

- 7.1. Provide three (3) references from New Jersey public entities (municipalities, housing authorities, utility/sewer authorities, or fire districts).
- 7.2. Describe the firm's relevant experience, resources, and qualifications.

8. EVALUATION COMMITTEE

- 8.1. The MEL Management or Safety & Education Committee will serve as the Evaluation Committee.

9. INTERVIEWS & CLARIFICATIONS

- 9.1. MEL reserves the right to interview proposers and request clarifications following submission.

10. SELECTION PROCESS AND CRITERIA

- 10.1. Responsive proposals will be evaluated based on qualifications, completeness, cost, and experience. Non-responsive proposals will be rejected without further review.

END OF GENERAL REQUIREMENTS

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
CONTRACT #RFQ 2025-01 – RFQ FOR BACKGROUND CHECK SERVICES
PROPOSAL FORM**

Firm Name: _____

Address: _____

Principal Contact: _____ Title: _____

Phone: _____

Email: _____

Certification and Acknowledgement

- A. The undersigned certifies that the firm will provide all services as described in accordance with the terms and requirements of this RFQ.
- B. The undersigned confirms possession of the qualifications and authority to bind the firm.
- C. The undersigned affirms the accuracy of all information provided in this proposal.

Fee Schedule

A. Part-Time Summer Employees & Volunteers

(Interacting with minors — lifeguards, counselors, coaches, etc.)

Description	Price Per Search
National Database Criminal History Search	
National Sex Offender Search	
Social Security Trace/Validation	

B. Full-Time Supervisory Positions (Programs Involving Minors)

Description	Price Per Search
National Database Criminal History Search	
National Sex Offender Search	
Social Security Trace/Validation	
Education Verification	
Employment Verification	
Credit Check	
Motor Vehicle Record	
Reference Check	

CONTINUED ON NEXT PAGE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
CONTRACT #RFQ 2025-01 – RFQ FOR BACKGROUND CHECK SERVICES
PROPOSAL FORM (CONTINUED)**

C. Additional Requirements

- Web-based process for employers to initiate checks
- Written documentation of data security
- 96-hour maximum turnaround time
- Three-year fixed pricing
- Ability to print and save reports
- Required Certificate of Insurance
- Experience with NJ municipal/county entities preferred

D. Small Business Status

☒ YES ☐ NO

If YES, please indicate applicable designation: SWM/VE (Small, Women, Minority, Veteran Business Enterprise)

Have any exceptions to the specifications been taken?

☐ YES ☒ NO

If YES, have you attached them to your proposal?

☐ YES ☒ NO

Signature of Authorized Agent

Date

(Corporate Seal)

