



Cover Letter

IT Managed Services

Borough of Matawan

Karen Wynne

201 Broad Street

Matawan, NJ 07747

Karen.wynne@matawanborough.com

Date: May 20, 2025

Veneratus Corporation

20 Commerce Drive

Suite 135

Cranford, NJ 07016

To Whom It May Concern,

I am responding to the request for proposal for IT Managed Services at the Borough of Matawan. Veneratus has been operating since 2014 with its main office located in Cranford, NJ. In the past 11 years, Veneratus has been able to grow and endure through various economic and health crisis and remain a strong leader in technology managed services. As the incumbent IT vendor, Veneratus Corporation has a deep knowledge and understanding of the existing network infrastructure and is poised to provide the best experience for IT Managed Services. We believe that adding the Police Department under our management will be a cost effective method of securing the entire borough's IT environment.

Since Matawan Borough is already a customer of Veneratus Corporation, there will be no onboarding costs or extra charges.

Professional Qualifications and References

Veneratus currently supports multiple townships, boroughs and police departments in New Jersey. We are well versed with CJIS compliance requirements, as well as NIST and MEL Cyber Risk.

Devin Vignali, the lead engineer for the team, has been working in IT for 27 years and holds multiple certifications in the industry. Certifications include Microsoft Systems Engineer (MCSE), Information Technology Information Library (ITIL) service management, VMware Certified Professional (VCP), Nutanix Certified Professional (NPP). As team lead, Devin directs all staff in support of Matawan Borough. Devin will also act as CIO/CTO for Matawan Borough technology decision making.

Chris Konrad, one of Sr. Support Engineers is a Certified A+ technician. He brings 8 years of experience coming from a corporate background familiar with pharmaceutical and legal practice. Chris is currently our primary support engineer for our government and police clients.

Mark Soyfer, Sr. Support Engineer, brings 12 years of experience in IT. He is well versed in Apple products having worked as an Apple Genius.

Jordan Berneck, Support Engineer, has recently started his career in IT. He is a graduate from the Union County Magnet school. Jordan brings his expertise of Cloud platform and AI knowledge to the team.

Clients currently supported include the following:

Burlington Township – Cloud (M365), Edmunds, SDL, Firewall, networking, servers, hypervisors, workstations and cybersecurity (Sophos)

Burlington Twp Police - Cloud (M365), Firewall, networking, servers, hypervisors, workstations and cybersecurity (Sophos), MDT's and county applications, CJIS State Police access

Matawan Borough – Cloud (M365), Edmunds, Firewall, networking, servers, hypervisors, workstations and cybersecurity

Winfield Township - workstations and cybersecurity

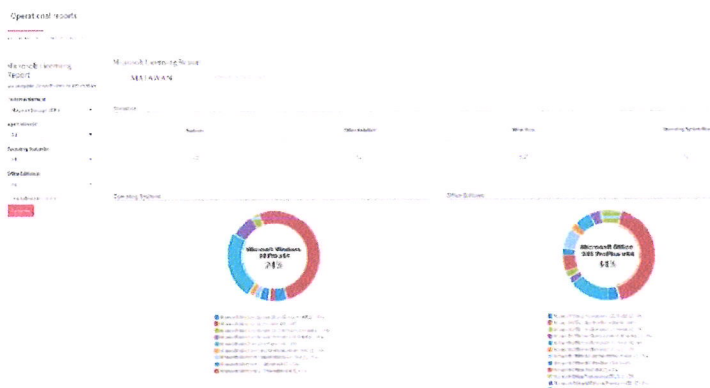
Toolset

Veneratus uses a mix of tools to provide a all encompassing level of support and security. All of our tools come from industry leading vendors.

Remote Monitoring and Management – Atera Networks

Atera provides asset inventory management, ability to remote support, push software and updates for operating systems, support ticketing and knowledge base.

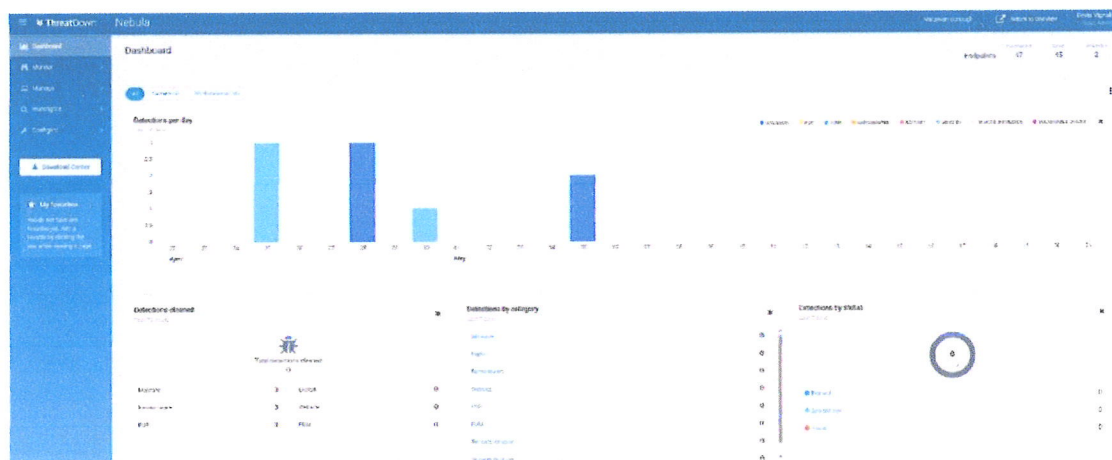
Device name	AI	Last login	Availab.	Device	Folder	Alerts	Available patches	Pending reboot	Remote access	Actions
DESKTOP-5H6E1HK ☆		remoteonly (May 20, 2025 8:42:14 AM)		PC	Workstn	0	0	34		
DESKTOP-AA3 ☆		grainforth (May 21, 2025 9:03:27 AM)		PC	Workstn	0	0	28		
DESKTOP-001J3VB ☆		rodamak (May 19, 2025 8:38:16 AM)		PC	Workstn	0	0	21		
DESKTOP-PP0 ☆		loggin (May 19, 2025 9:39:36 AM)		PC	Workstn	0	0	11		



Cybersecurity Platform - ThreatDown

ThreatDown Enterprise Detection and Response platform provides a proactive response to cybersecurity threats. It provides 24/7 monitoring of devices for virus, malware, suspicious activity, brute force protection, DNS filtering and prevents unauthorized external drive connections.

Vulnerability scanning and remediation is also performed through ThreatDown. ThreatDown has the ability to update 3rd party software.



Other cybersecurity tools offered include Wazuh and Ninjio Security Awareness training

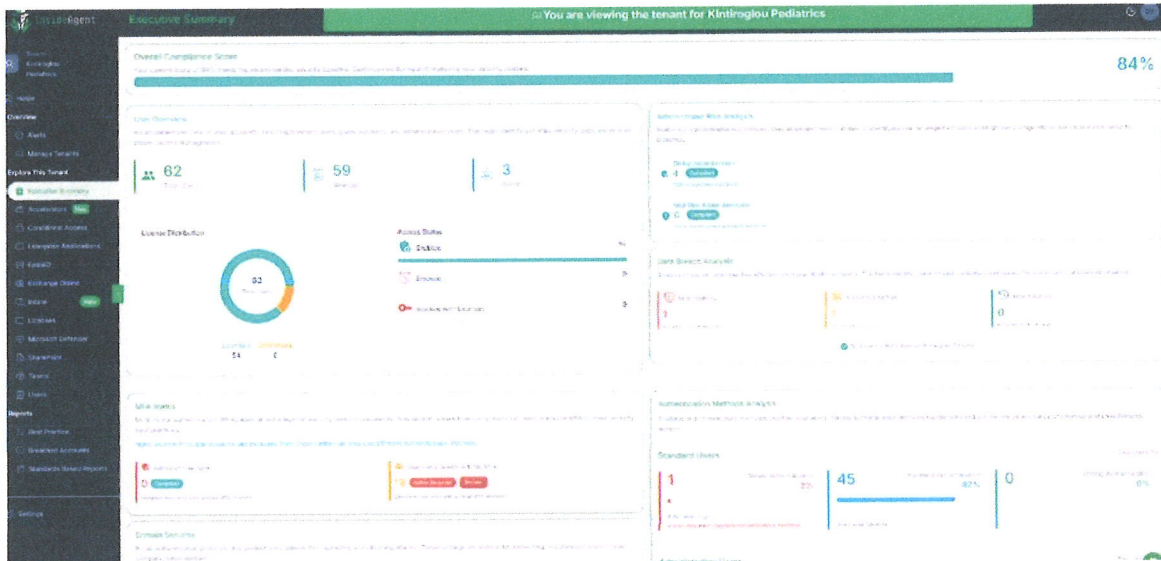
Penetration Testing – Pentest-Tools

Pentest-Tools platform is a cloud based application that allows Veneratus to perform security related tests on network devices from both inside and outside the organization. These test verify if firewalls are configured correctly and if servers have any weak points that may be exploited.

Veneratus follows the NIST SP 800-53 framework for cybersecurity.

Cloud Security (Microsoft 365) – Inside Agent

Inside Agent is a Cloud based application that communicates to the Microsoft 365 API to perform a best practice audit of the Microsoft 365 environment. The tool helps to facilitate the configuration of the Microsoft 365 Cloud environment and verify it is configured with "Best Practice" settings as it relates to security. The Inside Agent platform will also perform a "Dark Web" search for any accounts that may have been breached and will notify us.



Service Level Agreement

Veneratus will provide support with the following level of support response times:

Call Type	Business Impact	Response
Desktop/Server	Minor (Low Impact to Business)	Within 4 hrs
Desktop/Server	Medium (Medium Impact to Business)	Within 2 hrs
Desktop/Server	Critical (High Impact to Business)	Within 1 hr
Network	Minor (Low Impact to Business)	Within 4 hrs
Network	Medium (Medium Impact to Business)	Within 2 hrs
Network	Critical (High Impact to Business)	Within 1 hr

Veneratus will provide 24/7 support to the police department on a billable basis. We find that this is the most cost effective method for after hours support. The billable rate for 24/7 (8PM to 6AM) will be \$295 per hour.

Support will be a mix of remote and on site as needed by the Borough or Police Department.

Conclusion

We believe the Veneratus Corporation is the best choice to provide IT Managed Services to the Borough of Matawan and the Matawan Police Department. As your current vendor for most IT related services, there will be no additional charges for on boarding the police department. Matawan Borough would no longer need to purchase a block of hours for support work. All support for the Borough and Police would be unlimited (no restrictions on number of calls/requests for the month). Given our experience with other townships and police departments, Veneratus will be able to provide highly professional and experienced support. We appreciate your consideration for the opportunity to provide exceptional support to the Borough of Matawan and the Police Department.

Regards,

A handwritten signature in black ink that reads "Devin Vignali". The script is cursive and fluid.

Devin Vignali

VP, Client Solutions

Borough of Matawan
201 Broad Street, Matawan New Jersey 07747



Karen Wynne, RMC
Municipal Clerk
(732) 566-3898 ext. 602
Fax (732) 290-7585

karen.wynne@matawanborough.com

Request for Proposals: IT Managed Services

NOTICE IS HEREBY GIVEN, for all applications related to the provision of **IT Managed Services**, more fully set forth in the public notice authorized by the Governing Body of the Borough of Matawan, that submissions shall be evaluated based on the following factors, which shall be weighed by the Governing Body in determining the most advantageous award of professional services to the Borough:

Each interested firm shall submit a proposal containing the following information:

1. **Name of Organization;**
2. **Address of Principal Place of Business** and all offices with telephone and fax numbers. Identify which staff or professionals will be assigned to work with the Borough;
3. **Experience providing IT services to public entities**, including specific knowledge of and/or experience with the Borough of Matawan;
4. **Firm's ability to deliver services in a timely fashion**, including staffing structure, key personnel location, and project familiarity;
5. **Any other information** the firm deems relevant to this submission;
6. **All items outlined in the Proposal Checklist** (attached in the full RFP);
7. **Certificate of Insurance**, issued by a producer or insurer, showing professional liability coverage of at least \$500,000/\$1,000,000. The Borough of Matawan shall be named as certificate holder. Coverage must remain active for the duration of the contract and indicate efforts to notify the Borough in the event of early cancellation;
8. **Fee Schedule**, including a clear and concise summary of hourly rates, monthly managed services, onboarding costs, and any applicable retainer inclusions.

Borough of Matawan
201 Broad Street, Matawan New Jersey 07747



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Municipal Clerk
(732) 566-3898 ext. 602
Fax (732) 290-7585
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Public Notice

SOLICITATION OF RESPONSES TO REQUEST FOR PROPOSALS

IT Managed Services

NOTICE IS HEREBY GIVEN that the Borough of Matawan is accepting response to request for proposals for the Borough of Matawan:

IT Managed Services

All responses shall be submitted to Karen Wynne, Borough Clerk, Borough of Matawan, 201 Broad Street, Matawan, NJ 07747 no later than 10:00 AM, Thursday, June 12, 2025.

Responses shall be submitted in the following manner: one (1) printed copy and one (1) copy submitted in electronic format (CD or USB). All responses are to be clearly labeled which shall include the following information: Borough of Matawan, Name and Address of Respondent, and RFP 2025-ITMS01 – IT Managed Services Proposal.

The Borough will not be responsible for submissions forwarded through the U.S Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location. Late submissions will not be accepted.

Responses are being solicited in accordance with fair and open process as set forth by PL 2004, Chapter 19 (as amended by PL 2005, c 51) NJSA 19:44-20.4 et seq. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

A copy of the request for proposals document may be obtained at the Office of the Borough Clerk, Borough of Matawan, 201 Broad Street, Matawan, NJ during normal business hours, by contacting the Clerk at karen.wynne@matawanborough.com or on the Borough's website www.matawanborough.com.

Karen Wynne, RMC
Municipal Clerk

I. INTRODUCTION

The Borough of Matawan is soliciting proposals from qualified vendors to provide comprehensive IT Managed Services to support Borough operations. This procurement will be conducted through competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq., which permits evaluation based on both cost and qualitative criteria.

The Borough's current IT provider supporting the Police Department is retiring, prompting a review of Borough-wide IT services. Through this process, the Borough aims to identify opportunities for service continuity, operational efficiency, and economies of scale by exploring multiple support configurations across departments.

II. AVAILABILITY OF RFP DOCUMENT

A copy of this RFP may be obtained from the Office of the Borough Clerk, 201 Broad Street, Matawan, NJ 07747 during regular business hours, by emailing karen.wynne@matawanborough.com, or by visiting www.matawanborough.com.

III. SCOPE OF SERVICES

Vendors must submit proposals for each of the following three (3) scenarios:

1. **Scenario 1:** IT Managed Services for the Matawan Police Department only
 - a. Estimated: 30 Computer stations
2. **Scenario 2:** IT Managed Services for the Administrative Offices, Department of Public Works, and Fire Department (excluding Police)
 - a. Estimated: 25 Computer stations, 17 tablets
3. **Scenario 3:** Comprehensive services for all Borough departments (Scenarios 1 and 2 combined)

The Borough seeks a vendor that can deliver:

- 24/7 helpdesk, remote support, and network/server monitoring
- Desktop and mobile device management
- Email protection, cloud backup, and disaster recovery solutions
- Managed antivirus, endpoint detection and response (EDR), and vulnerability management
- Cybersecurity compliance with CJIS, MEL Cyber Risk, and NIST frameworks
- Support for Office365 administration and secure access control
- Strategic IT planning, technology audits, and roadmap development

IV. MINIMUM QUALIFICATIONS

- At least five (5) years' experience providing IT Managed Services to New Jersey municipalities
 - Demonstrated expertise in CJIS and MEL Cyber Risk compliance
 - Capable of 24/7 emergency response and on-site support as needed
 - Ability to serve both administrative and law enforcement environments securely
 - Possess all necessary business licenses and insurances
-

V. PROPOSAL REQUIREMENTS

Each proposal must include the following:

1. **Cover Letter**
 2. **Company Profile**
 - Years in operation, size, structure, office location
 - Summary of relevant experience with public-sector clients
 3. **Staff Qualifications**
 - Resumes of key personnel, certifications (e.g., Microsoft, CISSP, CompTIA)
 4. **Service Delivery Plan for Each Scenario**
 - Scope of services, approach to helpdesk support, monitoring, issue escalation
 - Transition and onboarding process with timeline
 - Tools/software used (e.g., RMM, firewalls, patching platforms, MFA)
 5. **Cybersecurity Strategy**
 - Compliance methods for CJIS, MEL, and NIST
 - Email security, threat hunting, and penetration testing methodology
 6. **Sample Reports**
 - Monitoring dashboards, ticketing logs, risk assessments
 7. **References**
 - At least three (3) NJ municipal or governmental clients currently supported
 8. **Pricing**
 - Monthly recurring fees for each scenario
 - Onboarding/set-up costs
 - Hourly/project rates for out-of-scope work
 9. **Proof of Insurance and Licensure**
-

VI. EVALUATION CRITERIA

All proposals will be evaluated by a committee using the following **scoring matrix (100-point scale)**:

Evaluation Criteria	Maximum Points
Experience with Municipal Clients	15 points
Qualifications of Key Personnel	10 points
Approach to IT Operations (staffing, support, onboarding)	20 points
Technology & Tools Provided (monitoring, security, continuity)	10 points
Compliance with NJ MEL, CJIS, and Cyber Standards	10 points
Transition Plan & Service Onboarding	10 points
Cost Proposal (monthly, onboarding, project rates)	15 points
Public Sector References	5 points
Responsiveness & Proposal Quality	5 points
Total	100 points

VII. CONTRACT TERM

- **Initial Term:** One (1) year
 - **Renewal Options:** Four (4) additional one-year terms, at the Borough's sole discretion
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VIII. SUBMISSION DEADLINE & INSTRUCTIONS

Applicants must submit all materials (including one (1) hard copy plus one (1) CD or USB copy) in a sealed envelope addressed to the Municipal Clerk of the Borough of Matawan, 201 Broad Street, Matawan, NJ 07747, and shall be received on or before Thursday, June 12, 2025 at or before 10:00 AM. Label envelope: "RFP 2025-ITMS01 – IT Managed Services Proposal"

The Borough will not be responsible for submissions forwarded through the U.S Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location. Late submissions will not be accepted.

PROPOSAL CHECKLIST

Items required (Owner's Checkmarks)

Items submitted with proposal (Respondent's INITIALS)

A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH PROPOSAL IS MANDATORY CAUSE FOR REJECTION OF PROPOSAL

___X___ Respondent's Proposal (including one (1) hard copy plus one (1) CD copy)	DV
___X___ Rate Schedule for all Personnel	DV
(Secretarial, Clerical and the like are not reimbursable)	DV
___X___ Acknowledgement of receipt of addenda or revisions (if any)	DV
___X___ Copy of NJ Business Registration Certificate - Respondent	DV
___X___ Statement of Ownership	DV
___X___ Stockholder Disclosure Certification	DV
___X___ Affirmative Action Compliance Notice	DV
___X___ Equal Employment Opportunity Language	DV
___X___ Americans with Disabilities Act of 1990 Language	DV
___X___ Disclosure of Investment Activities in Iran Form	DV
___X___ Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	DV
___X___ Certification of Non-Debarment for Federal Government Contracts	DV

B. FAILURE TO SUBMIT THESE ITEMS AT TIME OF PROPOSAL MAY BE CAUSE FOR REJECTION OF PROPOSAL

X___ Non-Collusion Affidavit	DV
X___ Certificate of Professional Liability Insurance	DV

THE UNDERSIGNED RESPONDENT HERewith SUBMITS THE DOCUMENTS INDICATED ABOVE

PRINT NAME OF RESPONDENT: Devin Vignali

SIGNED BY: Devin Vignali

PRINT NAME AND TITLE: Devin Vignali, VP Client Solutions

DATE: May 20, 2025

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL ITEMS

BOROUGH OF MATAWAN

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(if any)

(Pursuant to Public Law 1999, Chapter 39)

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☒ **No addenda were received:**

Acknowledged for: Veneratus Corporation
(Name of Bidder)

By: Devin Vignali
(Signature of Authorized Representative)

Name: Devin Vignali
(Print or Type)

Title: VP, Client Solutions

Date: May 20, 2025

NJS BUSINESS REGISTRATION CERTIFICATE SAMPLE

Page 1 of 1

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 552 TRENTON, NJ 08646-0552
TAXPAYER NAME	TRADE NAME	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#	SEQUENCE NUMBER	
970-097-382/500	0107250	
ADDRESS	ISSUANCE DATE	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE		
01/01/05		
SUMMARY BULK [07/01]		

John S. Tully
Tax Collector

This Certificate is VOID and unusable for transactions if it must be conspicuously displayed at above address



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

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

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

Name of Organization: Veneratus Corporation

Organization Address: 2307 Seneca Road, Scotch Plains, NJ 07076

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Devin Vignali	20 Commerce Drive, Suite 135, Cranford, NJ 07016
Angelo Petrone	20 Commerce Drive, Suite 135, Cranford, NJ 07016

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
N/A - Private Company	

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Devin Vignali	2307 Seneca Road, Scotch Plains, NJ 07076
Angelo Petrone	442 Pierrepont Ave, Middlesex, NJ 08846

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Borough of Matawan 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 Borough of Matawan to notify the Borough of Matawan 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 Borough of Matawan to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Devin Vignali	Title:	VP, Client Solutions
Signature:	<i>Devin Vignali</i>	Date:	5/20/2025

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business Veneratus Corporation

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Devin Vignali

Name: Angelo Petrone

Home Address: 2307 Seneca Road

Home Address: 442 Pierrepont Ave

Scotch Plains, NJ 07076

Middlesex, NJ 08846

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 30th day of MAY, 2025

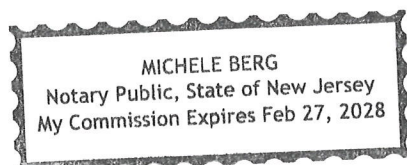
(Notary Public) Michele Berg

My Commission expires: Feb 27, 2028

[Signature]
(Affiant)

Devin Vignali VP, client
(Print name & title of affiant) Solutions

(Corporate Seal)



AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Veneratus Corporation SIGNATURE: _____

PRINT NAME: Devin Vignali TITLE: VP, Client Solutions

DATE: 5/20/2025

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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

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

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

The contractor and the Borough of Matawan, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

STANDARD BID DOCUMENT REFERENCE						
Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Disclosure of Investment Activities in Iran	
Person or Entity	
Part 1: Certification	
COMPLETE PART I BY CHECKING <u>EITHER BOX.</u>	
<p>Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.</p> <p>The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.</p>	
<input checked="" type="checkbox"/>	<p><i>I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</i></p>
OR	
<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.</i></p>

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

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 **Name of Contracting Unit** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)	Devin Vignali	Title	VP, Client Solutions
Signature	<i>Devin Vignali</i>	Date	5/20/2025

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

- ☒ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list](https://sanctionssearch.ofac.treas.gov/) on account of activity related to Russia and/or Belarus.

OR

- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](https://sanctionssearch.ofac.treas.gov/) on account of activity related to Russia and/or Belarus.

OR

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

(Attach Additional Sheets if Necessary.)

<p><u><i>Devin Vignali</i></u> Signature of Vendor's Authorized Representative</p> <p><u>Devin Vignali, VP Client Solutions</u> Print Name and Title of Vendor's Authorized Representative</p> <p><u>Veneratus Corporation</u> Vendor's Name</p> <p><u>20 Commerce Drive, Suite 135</u> Vendor's Address (Street Address)</p> <p><u>Cranford, NJ 07016</u> Vendor's Address (City/State/Zip Code)</p>	<p><u>5/20/2025</u> Date</p> <p><u>46-5206773</u> Vendor's FEIN</p> <p><u>908-264-5017</u> Vendor's Phone Number</p> <p><u>908-264-5018</u> Vendor's Fax Number</p> <p><u>devin.vignali@veneratus.com</u> Vendor's Email Address</p>
---	--

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

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY: : ss
COUNTY OF :

I, Devin Vignali, Residing in Scotch Plains
(name of affiant) (name of municipality)

in the County of Union and the State of New Jersey, of full age, being duly sworn according to law of my oath depose and say that:

I am a VP, Client Solutions of the firm of Veneratus Corporation
(title or position) (company submitting bid)

The bidder making the proposal for RFP - IT Managed Services,
(title of bid)

and that I executed the said Proposal with full authority to do so that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Matawan, Monmouth County, New Jersey, relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for 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

Veneratus Corporation
(company submitting bid)

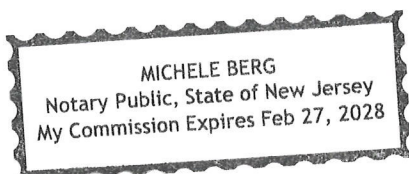
Subscribed and sworn to before me

this 30th day of MAY, 2025

Michele Berg
Notary Public, State of New Jersey

[Signature]
(Signature of Affiant)

My Commission expires Feb 27, 2028
Devin Vignali VP, Client Solutions
(Type or Print name of affiant and Title under signature)



CERTIFICATION OF NON-DEBARMENT
FOR 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	Veneratus Corporation
Physical Address of Individual or Organization	20 Commerce Drive, Suite 135, Cranford, NJ 07016
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
☒ 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			
I hereby certify that the individual or organization listed above in Part I is not 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 <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> 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 <type of contracting unit> , permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Devin Vignali	Title:	VP, Client Solutions
Signature:	<i>Devin Vignali</i>	Date:	5/20/2025

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input checked="" 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	Devin Vignali
Physical Address	2307 Seneca Road, Scotch Plains, NJ 07076

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.
--------------------------	--

Section C – Part III Certification

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 a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Devin Vignali	Title:	VP, Client Solutions
Signature:	<i>Devin Vignali</i>	Date:	5/20/2025

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**Section A**

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**

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.

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 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 turns 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 <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> 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 <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):	Devin Vignali	Title:	VP, Client Solutions
Signature:	<i>Devin Vignali</i>	Date:	5/20/2025

Statement of Work

IT Managed Services

Borough of Matawan

Submitted To:

Grace Rainforth

(723) 566-3898 x600

Date: May 20, 2025

This Document is Confidential and for Intended Recipient Only

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Veneratus Corporation

20 Commerce Drive

Suite 135

Cranford, NJ 07016

Executive Summary

Project Summary

Borough of Matawan has engaged Veneratus Corporation ("Veneratus"), to provide Managed Technology Support services, which includes Network, Server, Cybersecurity, Backups and Disaster Recovery, and Computer Support. Recovery Services with a cold copy of data offsite located in the Veneratus Datacenter for emergency operations. Provide Microsoft 365 cloud licenses for email and collaboration. Veneratus will also perform a Security Assessment with penetration testing (2) times per year (Once every 6 months).

New equipment pricing will be included on a separate Quote and Bill of Materials (BOM).

Professional Qualifications

The engineers assigned to this project are Devin Vignali, Chris Konrad, Mark Soyfer and Jordan Berneck.

Devin has been working in IT for 27 years and holds multiple certifications in the industry. Certifications include Microsoft Systems Engineer (MCSE), Information Technology Information Library (ITIL) service management, VMware Certified Professional (VCP), Nutanix Certified Professional (NPP). As team lead, Devin directs all staff in support of Matawan Borough. Devin also acts as CIO/CTO for Matawan Borough technology decision making.

Chris Konrad, one of Sr. Support Engineers is a Certified A+ technician. He brings 8 years of experience coming from a corporate background familiar with pharmaceutical and legal practice. Chris is currently our primary support engineer for our government and police clients.

Mark Soyfer, Sr. Support Engineer, brings 12 years of experience in IT. He is well versed in Apple products having worked as an Apple Genius.

Jordan Berneck, Support Engineer, has recently started his career in IT. He is a graduate from the Union County Magnet school. Jordan brings his expertise of Cloud platform and AI knowledge to the team.

Support Requests

All support requests may be initiated through our HelpDesk ticketing system. Sending an email to help@veneratus.com will automatically create a ticket in our system.

You may also call our toll free number at 1-855-665-7226 and select option 2.

Point of Contact:

Grace Rainforth

732-566-3898 Etx. 600

grace.rainforth@matawanborough.com

Service Level Agreement

Veneratus will provide support with the following level of support response times:

Call Type	Business Impact	Response
Desktop/Server	Minor (Low Impact to Business)	Within 4 hrs
Desktop/Server	Medium (Medium Impact to Business)	Within 2 hrs
Desktop/Server	Critical (High Impact to Business)	Within 1 hr
Network	Minor (Low Impact to Business)	Within 4 hrs
Network	Medium (Medium Impact to Business)	Within 2 hrs
Network	Critical (High Impact to Business)	Within 1 hr

Veneratus will provide 24/7 support to the police department on a billable basis. We find that this is the most cost effective method for after hours support. The billable rate for 24/7 (8PM to 6AM) will be \$295 per hour.

Location of Services

Services shall be performed at the following Borough of Matawan location(s) and floor(s):

Location:

201 Broad Street, Matawan, NJ 07747

DPW, Water and Parks

Support Method:

Remote with On-Site as needed

Project Description

Option 1: Support for Matawan Borough Police Department

Support for Matawan Police Department including the following:

- Network Management and support
- Firewall Management and support (Including the support of site to site vpn)
- Server support and management
- Backup and disaster recovery
- Application support
- Professional advice on procurement of new hardware/software
- Cybersecurity services (ThreatDown EDR, Vulnerability scanning, Patch management and Pen testing)
- Advice and procurement of Microsoft 365 government licenses
- CTO/CIO Decision making and support
- **24/7 After hours support (8pm to 6am) – billed additional \$295 /hour**

Managed Services Cost	
No Onboarding Costs	
Security as a Service – with Pen Test bi-annual	\$75 /month
Unlimited Workstation support	\$1050 /month
Unlimited Server support	\$178 /month
Unlimited Network support	\$75 /month
Monthly Total	\$1378.00 /month

License Costs	
ThreatDown EDR Cybersecurity Platform - Workstation	\$270 /month
ThreatDown EDR Cybersecurity Platform - Server	\$33 /month
Monthly Total	\$303.00 /month

Option 2: Support for Matawan Borough Administration, DPW, Fire

Support for Matawan Borough Administration, DPW and Fire Department includes the following:

- Network Management and support
- Firewall Management and support (Including the support of site to site vpn)
- Server support and management
- Backup and disaster recovery
- Application support
- Virtual desktop infrastructure support and management
- Professional advice on procurement of new hardware
- Cybersecurity services (ThreatDown EDR, Vulnerability scanning, Patch management and Pen testing)
- Management of Microsoft 365 environment
- Advice and procurement of Microsoft 365 government licenses
- CTO/CIO Decision making and support

Managed Services Cost	
No Onboarding Costs	
Security as a Service – with Pen Test bi-annual	\$75 /month
Unlimited Workstation support	\$1470 /month
Unlimited Server support	\$801 /month
Unlimited Network support	\$200 /month
Disaster Recovery – Business Continuity	\$700 /month
Monthly Total	\$3246.00 /month

License Costs	
ThreatDown EDR Cybersecurity Platform - Workstation	\$378 /month
ThreatDown EDR Cybersecurity Platform - Server	\$148.50 /month
Monthly Total	\$526.50 /month

Option 3: Support for Matawan Borough (All Departments)

Support for Matawan Borough Administration, DPW, Fire Department and Police Department includes the following:

- Network Management and support
- Firewall Management and support (Including the support of site to site vpn)
- Server support and management
- Backup and disaster recovery
- Application support
- Virtual desktop infrastructure support and management
- Professional advice on procurement of new hardware
- Cybersecurity services (ThreatDown EDR, Vulnerability scanning, Patch management and Pen testing)
- Management of Microsoft 365 environment
- Advice and procurement of Microsoft 365 government licenses
- CTO/CIO Decision making and support
- **24/7 After hours support (8pm to 6am) – billed additional \$295 /hour**

Managed Services Cost	
No Onboarding Costs	
Security as a Service – with Pen Test bi-annual	\$150 /month
Unlimited Workstation support	\$2520 /month
Unlimited Server support	\$979 /month
Unlimited Network support	\$275 /month
Disaster Recovery – Business Continuity (Borough)	\$700 /month
Monthly Total	\$4624.00 /month

License Costs	
ThreatDown EDR Cybersecurity Platform - Workstation	\$648 /month
ThreatDown EDR Cybersecurity Platform - Server	\$181.50 /month
Monthly Total	\$829.50 /month

Project Documentation

Veneratus will provide one set of infrastructure documentation detailing the state of the environment. Veneratus will maintain this documentation as changes occur in the environment.

New equipment pricing will be included on a separate Quote and Bill of Materials (BOM).

Expenses

Veneratus may invoice Borough of Matawan for expenses related to providing the services; this includes but is not limited to lodging, travel, and meals. Such expenses are pre-approved by Borough of Matawan. Fees for services listed in this Statement of Work are exclusive of taxes and expenses.

No expenses expected for this project.

Project Acceptance

Terms and Conditions

This Statement of Work shall be governed by the Terms and Conditions set forth in Appendix A.

Borough of Matawan shall purchase Services by issuing a Purchase Order or providing a credit card, subject to Veneratus' acceptance, for the total price to Veneratus.

All payments are due net 30 days from the receipt of the Invoice.

Project Acceptance

All parties hereby acknowledge that they have read and fully understand this Statement of Work and all attachments hereto, and agree to all terms and conditions stated herein. This document (i) is the complete and exclusive agreement between Veneratus and Borough of Matawan with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this document, and (ii) shall prevail over any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by the parties.

Project kick-off will be scheduled when the proper financial and legal approvals are completed, and any required Agreements, Staging Agreements, Purchase Orders, and Credit Approvals are in place.

Veneratus Corporation

By: Devin Vignali

Name: Devin Vignali

Title: VP, Client Solutions

Date: 5/20/2025

Borough of Matawan Corporation

By: _____

Name: _____

Title: _____

Date: _____

Appendix A - Terms and Conditions

1. Scope of Agreement

This AGREEMENT sets forth the terms and conditions under which Veneratus has agreed to provide the Services to Customer as described in the applicable Statement of Work ("SOW") This Agreement is effective on the date it is signed by an authorized representative of both parties ("Effective Date"). The term "Services" may refer to any type of services offered by Veneratus including design and installation of telecommunication and data processing and storage systems, technical support, education, maintenance, outsourcing, consulting or other services which Customer may request in a Statement of Work.

2. Charges and Billing

2.1 Customer shall pay Veneratus for the Services at the rates and amounts set forth in the applicable SOW, without deduction, set-off or delay for any reason other than a disagreement by the Customer as to the accuracy of the calculation of Veneratus's invoice. Customer shall notify Veneratus of any such disagreement within ten (10) days after receipt of the applicable invoice from Veneratus. Any portion of such invoice that is not disputed by Customer shall be paid within the time period set forth in the applicable SOW. Upon the parties' resolution of any disputed charge, Customer will pay Veneratus, or Veneratus shall credit Customer, the amount agreed upon in accordance with such resolution.

2.2 Customer shall pay any sales, value-added or other similar taxes imposed by applicable law that Veneratus must pay based on the Services Customer ordered (excluding those on Veneratus's net income) and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by Customer to Veneratus prior to the delivery of the Services. Customer will reimburse Veneratus for reasonable expenses approved prior by Customer related to providing the services including but not limited to, lodging, travel, and meals. Fees for services listed in a Statement of Work are exclusive of taxes and expenses. Only expenses with prior written approval from Customer will be reimbursed to Veneratus.

2.3 Payment is due within thirty (30) days after the date Customer receives an invoice, and Customer shall refer to the invoice number with payment. The Customer shall reimburse Veneratus for all costs (including but not limited to reasonable

Attorneys fees) associated with collecting delinquent accounts or dishonored payments. If suit is brought for breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and its

cost's and expenses in connection with the enforcement of this Agreement. Past due accounts will be assessed interest at the rate of 1% per month.

3. Technical Support/Managed Services

3.1 Technical support/Managed Services may include an annual contract for technical support Services Customer may have ordered. If ordered, annual technical support (including first year and all subsequent years) is provided under a Veneratus SOW for such technical support. Technical support block hours have a term expiration, which will be indicated in the SOW. The technical support policies incorporated in this AGREEMENT are subject to change at Veneratus's discretion; however, Veneratus will notify the Customer thirty (30) days prior and will not materially reduce the level of Services provided for supported programs during the period for which fees for technical support have been paid.

4. Termination of Agreement

4.1 This Agreement may be terminated by Veneratus or Customer, as the case may be, without liability of the terminating party under the following circumstances:

- (a) by Veneratus if Customer fails to pay a past due balance for Services within thirty (30) days after written notice from Veneratus of the past due balance;
- (b) by Customer or Veneratus on thirty (30) days' written notice to the other party (i) if the other violates any law, rule, regulation or policy of any governmental authority related to the Services; or (ii) if the other makes a material misrepresentation in connection with ordering or delivery of Services; or (iii) if the other engages in any fraudulent use of Services; or (iv) if a court or any governmental authority prohibits Veneratus from furnishing the Services;
- (c) by Veneratus if Customer fails to cure a breach (other than a payment breach described in (a) above) of this Agreement within thirty (30) days after written notice to Customer;
- (d) by Customer if Veneratus fails to meet the required Service levels defined in the applicable SOW for three (3) consecutive calendar months after Veneratus's receipt of written notice from Customer. Such notice shall be provided by Customer promptly after the conclusion of each such calendar month and shall describe in detail the manner in which Veneratus failed to meet the required Service Level;
- (e) by Customer if Veneratus fails to cure any breach of this Agreement (except as described in (d) of this Section) within thirty (30) days after written notice to Veneratus;
- (f) by Customer or Veneratus immediately upon written notice to the other party if such other party: (i) has violated the terminating party's Marks; or (ii) becomes insolvent; or (iii) is involved in a liquidation or termination of its business; or (iv) files a bankruptcy petition or has an involuntary bankruptcy petition filed against it (if not dismissed within 30 days of filing); or (v) makes an assignment for the benefit of its creditors.

5. Non Solicitation of Employees

During the term of the Agreement and for a period of 12 months thereafter, neither party will solicit for employment any employee or contractor of the other who was directly involved in the performance of any Services. A general advertisement or a request for employment initiated exclusively by the employee is not considered a solicitation. In the event either party violates this provision and subsequently retains an employee of the other, the party in breach will pay to the other a fee equal to fifty (50%) percent of the salary provided to that employee by the party in breach of this provision.

6. Notice.

Except as otherwise provided herein, all notices under this Agreement shall be in writing and deemed given when delivered, if delivered in person, or when sent via facsimile transmission, overnight delivery, electronic mail or when deposited with the U.S. Postal Service and mailed postage prepaid by registered or certified mail, return receipt requested, addressed to each party at the address set forth below, or if the notice relates to a specific Amendment, the address set forth in such NOC Services Addendum, or, in any case, such other address as a party designates in writing.

To VENERATUS:

20 Commerce Drive
Suite 135
Cranford, NJ 07016
Fax: 908-264-5020

To Customer:

Attention: _____
Fax: _____

Notice by facsimile transmission is effective upon confirmation of transmission. Notice by overnight delivery is effective on delivery, and notice by mail is effective on the fourth business day after deposit in a US Postal Service mailbox.

Appendix B – Project - Change of Scope

If may become necessary to amend this Statement of Work, including Pricing, for reasons including but not limited to the following:

- *Client changes to the scope of work and/or specifications for the Services*
- *Client changes to the Project Plan*
- *Client personnel lacking availability or material resources that delay the estimated project timeline*
- *Additional requirements for Client change management that require Veneratus personnel to participate in the Client Change Control process*
- *Environmental or architectural conditions not identified prior to finalization and execution of this Statement of work*
- *Client workstation or other systems failure and/or troubleshooting*
- *Client network issues leading to delays in delivery and/or use of Consultant, Coordinator, Project Management, and/or any Veneratus personnel to resolve issues beyond the components defined as Veneratus responsibility in this Statement of Work, that results in costs incurred by Veneratus shall be passed on to Client*

In the event that either party desires to change this Statement of Work, the following procedures shall apply:

- *The party requesting the change will deliver a "Change of Scope Request" to the other party. The Change of Scope Request will describe the nature of the change, the reason for the change, and the effect the change will have on the Scope of Work, which may include changes to the Deliverables, Cost, and Schedule.*
- *A Change of Scope Request may be initiated either by the Client or by Veneratus for any changes to the Statement of Work. The Project Manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change of Scope Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change of Scope Request. If both parties agree to implement the Change of Scope Request, the appropriate authorized representatives of the parties will sign the Change of Scope Request, indicating the acceptance of the changes by the parties.*
- *Upon execution of the Change of Scope Request, said Change of Scope Request will be incorporated into, and made a part of, this Statement of Work.*
- *Veneratus is under no obligation to proceed with the Change of Scope Request until such time as the Change of Scope Request has been agreed upon in writing by both parties.*
- *Whenever there is a conflict between the terms and conditions set forth in a fully executed Change of Scope Request and those set forth in the original Statement of Work, or previous fully executed Change of Scope Request, the terms and conditions of the most recent fully executed Change of Scope Request shall*

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prevail.

- *The Veneratus Change of Scope Request Form will be provided by the Veneratus Project Manager in the event that a change is required.*



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 21, 2025

Matawan Borough
201 BROAD ST
MATAWAN NJ 07747

Account Information:

Policy Holder Details :	Veneratus Corporation DBA Veneratus
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2025

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

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

PRODUCER FARMERS GENERAL INS AGCY INC/PHS 47180001 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Veneratus Corporation DBA Veneratus 2307 SENECA RD SCOTCH PLAINS NJ 07076-4542		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd. NAIC# 11000 INSURER B: Hartford Fire and Its P&C Affiliates 00914 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS							
A	COMMERCIAL GENERAL LIABILITY	X		47 SBA BH4739	03/01/2025	03/01/2026	EACH OCCURRENCE	\$1,000,000						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000						
	X General Liability						MED EXP (Any one person)	\$10,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000						
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000						
A	AUTOMOBILE LIABILITY			47 SBA BH4739	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000						
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)							
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)						
	X HIRED AUTOS						X NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE							
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE							
	DED						RETENTION \$							
	B						WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	47 WEC AC7M1M	03/01/2025	03/01/2026	X PER STATUTE	OTH-ER
							ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE	\$1,000,000											
		E.L. DISEASE - POLICY LIMIT	\$1,000,000											
A	FAILSAFE TECHNOLOGY E OR O			47 SBA BH4739	03/01/2025	03/01/2026	Each Glitch Aggregate	\$1,000,000 \$2,000,000						

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDERMatawan Borough
201 BROAD ST
MATAWAN NJ 07747**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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04/15/14

Taxpayer Identification# 465-206-773/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
VENERATUS CORPORATION

ADDRESS:
**2307 SENECA ROAD
SCOTCH PLAINS NJ 07076**

EFFECTIVE DATE:
04/15/14

TRADE NAME:

SEQUENCE NUMBER:
1866855

ISSUANCE DATE:
04/15/14



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

10-001-02050-00V