

**RESOLUTION NO. 2024-019**

**RESOLUTION OF THE TOWNSHIP OF LITTLE  
EGG HARBOR, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, AWARDING A CONTRACT FOR  
INFORMATION TECHNOLOGY CONSULTING  
AND REPUTATION MANAGEMENT SERVICES  
FOR 2024 TO BELLIA TECH LLC**

**WHEREAS**, the Township of Little Egg Harbor duly advertised for the receipt of bids for Information Technology Consulting and Reputation Management Services for the calendar year 2024; and

**WHEREAS**, in response to the invitation to bidders, one (1) bid was received on November 30, 2023; and

**WHEREAS**, the bid has been reviewed by the Qualified Purchasing Agent and the Township Attorney and it has been determined that Bellia Tech LLC submitted the lowest responsible bid for Information Technology Consulting and Reputation Management Services for 2024 in accordance with the bid specifications, said Bid being \$110.00 per hour; and

**WHEREAS**, it is the desire of the governing body to award a contract for Information Technology Consulting and Reputation Management Services for the Township for the calendar year 2024 to Bellia Tech LLC.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby award a contract for Information Technology Consulting and Reputation Management Services for the Township for the calendar year 2024 in accordance with the bid specifications to Bellia Tech LLC, said bid being \$110.00 per hour, not to exceed \$ 100,000.

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

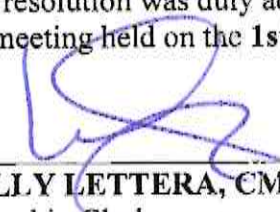
98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

2. That the Mayor and the Township Clerk are hereby authorized to execute a contract with Bellia Tech LLC, in accordance with the bid submitted by Bellia Tech LLC.
3. That a Certificate of Availability of Funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract:  
01-31-027  
\_\_\_\_\_
4. That a certified copy of this resolution, together with a copy of the contract between the parties, shall be forwarded to the Chief Financial Officer and Bellia Tech.

**CERTIFICATION**

**I, KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **1st** day of **January, 2024**.

  
\_\_\_\_\_  
**KELLY LETTERA, CMC, RMC**  
Township Clerk  
Little Egg Harbor Township

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

## CERTIFICATE OF AVAILABILITY OF FUNDS

I, **RODNEY HAINES**, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for an open-ended contract with the Bellia Technology LLC. for Informational Technology Consulting and Management Services.

The amount of the contract to be awarded under this resolution is determined not to exceed \$ 100,000. which sum is based upon a reasonable estimate of the Informational Technology Consulting and Management Service required over the contract term. The Township of Little Egg Harbor is not obligated to spend this amount and is permitted to exceed this amount during the course of performance of this contract.

The funds which are available for this open-ended contract are found in the following line item appropriation(s): 01-31-827

**RODNEY R. HAINES**, Chief Financial Officer  
Township of Little Egg Harbor

**r|m|s|h|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, **2024**, between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter referred to as "Township") and **BELLIA TECH LLC** having its principal offices located at 1061 North Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "Information Technology Consultant";

### **W I T N E S S E T H :**

**WHEREAS**, pursuant to law, the parties hereto wish to enter into an agreement for Information Technology Consulting and Management Services.

**NOW, THEREFORE**, the parties hereunder do agree as follows:

1. Bellia Tech LLC, is hereby appointed as Information Technology Consultant to perform all information technology consulting and management services required and necessary for the Township of Little Egg Harbor for a term of one (1) year, commencing January 1, 2024, and ending December 31, 2024.

2. The Information Technology Consultant shall perform all services as determined and authorized by the Township Committee or other authorized official of the Township in accordance with the terms of this agreement. The Information Technology Consultant shall be compensated in accordance with the fee schedule and proposal, attached hereto and made a part hereof as Schedule A in connection with Information Technology Consultant services provided to the Township of Little Egg Harbor.

3. Any extraordinary services as determined and authorized by the Township Committee and which could not be anticipated at the time of this agreement shall be charged in



accordance with the fee schedule attached hereto and shall not exceed the amount appropriated for said purposes by the Township Committee.

4. To prevent all disputes and litigation, it is agreed by and between the parties to this agreement that the Township shall in all cases determine the services rendered and paid for under this agreement, and as to the interpretation of the plans and specifications.

This contract shall incorporate the following documents only:

1. Notice to Bidders;
2. Bid Specifications, which shall be determinative as to terms and conditions;
3. Contractor's Fee Proposal
4. This Contract Agreement;

The parties to this agreement agree to submit all contractual disputes to non-binding mediation as an alternate dispute resolution in accordance with the provisions of P.L. 1997, c. 371. In the event the dispute is not resolved by the non-binding mediation within sixty (60) days, or such time as the parties may agree, either party can seek judicial relief.

5. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

6. The parties to this contract agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or

subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

7. The Information Technology Consultant shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

8. The Information Technology Consultant shall submit a copy of the Certificate of Employee Information Report or Form AA-302 Initial Employee Information Report prior to any payments being made under this contract.

9. The Information Technology Consultant shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Information Technology Consultant.

Before final payment on the contract is made by the Township, the Information Technology Consultant shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Information Technology Consultant and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25

for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

10. The Township of Little Egg Harbor and Information Technology Consultant for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**WITNESS & ATTEST:**

**TOWNSHIP OF LITTLE EGG HARBOR**

\_\_\_\_\_  
By  
**KELLY LETTERA, RMC**  
Township Clerk  
(Seal)

\_\_\_\_\_  
**BLAISE SCIBETTA, Mayor**

**BELLIA TECH LLC**

\_\_\_\_\_  
Secretary  
(Seal)

\_\_\_\_\_  
Ken Bellia, President

## **EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

### **CONSTRUCTION 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, 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 of 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. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card



carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
  - (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or

subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration. In the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified

in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Chapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# **TOWNSHIP OF LITTLE EGG HARBOR**

Specifications for:

**INFORMATION TECHNOLOGY CONSULTING AND  
REPUTATION MANAGEMENT SERVICES  
FOR THE 2024 CONTRACT YEAR**

**BID PACKET**

**BID OPENING  
THURSDAY, NOVEMBER 30, 2023  
10:00 AM**



**TOWNSHIP OF LITTLE EGG HARBOR  
NOTICE OF BID**

**NOTICE IS HEREBY GIVEN**, that sealed bids will be received by the Township Purchasing Agent, Kasey Powers, QPA, in the Court Room at the Little Egg Harbor Township Municipal Building, 665 Radio Road, Little Egg Harbor Township, New Jersey for the following:

1. **Information Technology Services for the 2024 Contract Year**
2. **HVAC Systems Maintenance Services for the 2024 Contract Year**
3. **Snow Removal Services for the 2024 Contract Year**
4. **Animal Control Services for the 2024 Contract Year**

**BID OPENING DATE: NOVEMBER 30, 2023 beginning at 10:00 a.m.**

Specifications are on file in the Township's Clerk's Office and Township Finance Office and may be obtained by prospective bidders during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday. Bids must be enclosed in a sealed envelope marked appropriately and must have the **NAME AND ADDRESS** of the bidder on the outside of the envelope. Bids may be hand delivered or mailed by certified mail to the above-mentioned address. No other forms will be accepted.

Bidders are required to comply with all applicable statutory requirements including the requirements of N.J.S.A. 10:5.31, et seq. N.J.A.C. 17:27 (Equal Employment Opportunity) 42 U.S.C.-12101, et seq. (Americans with Disabilities Act). N.J.S.A. 34:11-56.25 et seq. (Prevailing Wages) N.J.S.A. 52:32-44, et seq. (NJ Business Registration).

A corporation submitting a proposal, in response to this advertisement, shall accompany such bid with a resolution authorizing its proper officers to submit such a bid and authorize said officers to execute a contract in the event its bid is accepted.

The Township reserves the right to reject any or all proposals. The Township also reserves the right to waive any minor irregularity or technicality.

**BY ORDER** of the Township Committee of the Township of Little Egg Harbor.

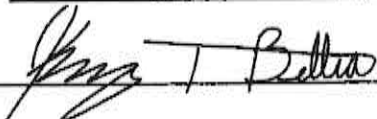
**KASEY POWERS, QPA**  
**Purchasing Agent**  
**Little Egg Harbor Township**

**TOWNSHIP OF LITTLE EGG HARBOR BID DOCUMENT SUBMISSION CHECKLIST**

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Bid Document Submission Checklist Pursuant to N.J.S.A. 40A:11-23.1(b)	
<input checked="" type="checkbox"/>	Proposal and Schedule of Bid Forms	
<input checked="" type="checkbox"/>	New Jersey Business Registration (Required to be registered at the time of the bid opening, must be submitted prior to contract award)	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Stockholder Disclosure Statement (Bid shall be rejected if this document is not included with the bid)	
<input checked="" type="checkbox"/>	Affirmative Action Compliance Notice	
	Mandatory Affirmative Action Language (Exhibit B)	READ ONLY
	Mandatory Americans with Disabilities Act of 1990 Language	READ ONLY
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran (Must be submitted prior to contract award)	
<input checked="" type="checkbox"/>	Certificate of Experience/References	
<input checked="" type="checkbox"/>	Certificate of Insurance(s)	
<input checked="" type="checkbox"/>	Certificate of Equipment	
<input checked="" type="checkbox"/>	Exception Sheet	
<input checked="" type="checkbox"/>	Certificate as to Corporate Principal	
	Performance Bond	READ ONLY
	Payment Bond	READ ONLY
	Agreement	READ ONLY

**SIGNATURE:** The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: Kenneth Bellia

Signature: 

Print Name and Title: Founder

Date: 11-25-23

**BID PROPOSAL FORM**

**INFORMATION TECHNOLOGY  
CONSULTING AND REPUTATION MANAGEMENT SERVICES  
FOR THE 2023 CONTRACT YEAR**

**TOWNSHIP OF LITTLE EGG HARBOR**

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

One Hunderd and ten dollers

\$110.00 Per Hour  
Amount in numbers

<u>Kenneth Bellia</u>	<u>45-2885966</u>
Company Name	Federal I.D. # or Social Security #

1061 North Broad St, Woodbury NJ 08096  
Address

<u></u>	<u>Kenneth Bellia</u>
Signature of Authorized Agent	Type or Print Name

Title: Owner

<u>856-202-7664 opt2</u>	<u>11-25-23</u>
Telephone Number	Date

<u></u>	<u>ken@belliatech.com</u>
Fax Number	E-mail address

05/22/13

Taxpayer Identification# 452-885-966/000

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: <b>BELLIA TECH LIMITED LIABILITY COMPANY</b>	TRADE NAME:	
ADDRESS: <b>1047 N BROAD ST WOODBURY NJ 08096</b>	SEQUENCE NUMBER: <b>1796962</b>	
EFFECTIVE DATE: <b>05/22/13</b>	ISSUANCE DATE: <b>05/22/13</b>	
FORM-BRC		Director New Jersey Division of Revenue
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

# TOWNSHIP OF LITTLE EGG HARBOR

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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: Kenneth Bellia  
(Name of Bidder)

By:   
(Signature of Authorized Representative)

Name: Kenneth Bellia  
(Print or Type)

Title: Founder

Date: 11-25-23



State of New Jersey  
County of Gloucester

SS:

I, Kenneth Bellia residing in East Greenwich  
(name of affiant) (name of municipality)  
in the County of Gloucester and State of New Jersey of

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

I am Founder of the firm of BelliaTech LLC  
(title or position)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled **"INFORMATION TECHNOLOGY CONSULTING AND REPUTATION MANAGEMENT  
SERVICES FOR THE 2024 CONTRACT YEAR"** 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 (name of contracting unit)  
Little Egg Harbor Township 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 BelliaTech LLC.

Subscribed and sworn to

before me this day

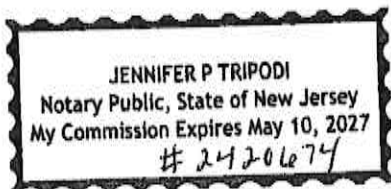
November 28, 2023

*Quinn J. Supod*  
Notary Public of New Jersey

  
Signature

Kenneth Bellin  
(Type or print name of affiant under signature)

My Commission expires May 10, 2027  
(Seal)



**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business** BelliaTech LLC

☒ 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:**

☐ Partnership  
☐ Limited Partnership  
☐ Subchapter S Corporation

☒ Corporation  
☐ Limited Liability Corporation

☐ Sole Proprietorship  
☐ Limited Liability Partnership

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

**Stockholders:**

Name: Kenneth Bellia 100%

Home Address: 328 Carriage Drive  
Greenwich NJ 08096

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

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

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

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

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

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

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

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

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

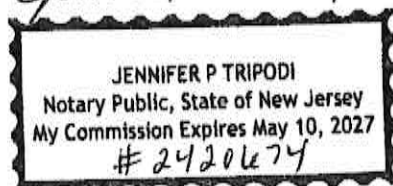
Home Address: \_\_\_\_\_

Subscribed and sworn before me this 28<sup>th</sup> day of  
November 2023

(Notary Public)

My Commission expires:

*Jennifer P. Tripodi*



*[Signature]*  
\_\_\_\_\_  
(Affiant)  
*Kenneth Bellia*  
\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

## **AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

### **GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)**

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

SIGNATURE: 

PRINT NAME: Kenneth Bellia

TITLE: Founder

DATE: 11-25-23

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 52:25-24.2)

## INFORMATION TECHNOLOGY CONSULTING AND REPUTATION MANAGEMENT SERVICES FOR THE 2023 CONTRACT YEAR

Bellia Technology LLC

(BIDDER NAME)

### **PART I – BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.**

***FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID UNRESPONSIVE.***

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete and provide the certification below prior to award to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Bidder's Bid Packet non-responsive. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, he or she shall take action as may be appropriate and provided by the law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

### **PLEASE CHECK THE APPROPRIATE BOX BELOW:**



I certify, pursuant to Public Law 2012, c.25, that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates 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 Bidder's Authorized Representative and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below:

**-OR-**



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

**PART II – Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:**

### **Entry #1 (If necessary, attach additional sheets in the format below.)**

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

Description of Activities: \_\_\_\_\_

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

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

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

(Pursuant to N.J.S.A. 52:25-24.2)

## INFORMATION TECHNOLOGY CONSULTING AND REPUTATION MANAGEMENT SERVICES FOR THE 2023 CONTRACT YEAR

Bellia Tech LLC

(BIDDER NAME)

### **PART II** – Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Owner of the Project are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and/or the Owner and that the State of New Jersey and/or the Owner at its option may declare contract(s) resulting from this certification void and unenforceable.

BY:

  
(BIDDER AUTHORIZED REPRESENTATIVE SIGNATURE)

CORPORATE SEAL:

NAME:

Kenneth Bellia

(PRINT OR TYPE)

TITLE:

Founder





## STATEMENT OF EXPERIENCE AND QUALIFICATIONS

### INFORMATION TECHNOLOGY CONSULTING AND REPUTATION MANAGEMENT SERVICES FOR THE 2024 CONTRACT YEAR

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Belliatech LLC

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(BIDDER NAME)

All Bidders must submit, along with Bid Packets, this Bidder's STATEMENT OF EXPERIENCE AND QUALIFICATIONS and all necessary attachments, in order to allow the Owner the opportunity to evaluate Bidders.

1) Date of Incorporation or Formation of Bidding Entity: 11-25-23

2) State of Incorporation or Formation of Bidding Entity: New Jersey

3) Number of Years engaged in the contracting business under your present firm or trading name: 10

4) General character of work performed by company: IT Services

5) Have you ever failed to complete any work awarded to your company/firm? If so, please explain the circumstances.

NO

6) Have you ever defaulted on a contract? If so, please explain the circumstances.

NO

7) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?

NO

8) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

NO

9) Have all payments associated with the past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.

YES

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS**  
(continued)

**INFORMATION TECHNOLOGY CONSULTING AND REPUTATION MANAGEMENT  
SERVICES FOR THE 2023 CONTRACT YEAR**

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**BelliaTech LLC**

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(BIDDER NAME)

- 10) Upon request, will you provide a detailed financial statement and furnish any other financial information that may be required to the proper agency?

YES

- 11) Please provide a minimum of five (5) referenced and the following information for projects or goods/services contract currently in progress or completed within the last three (3) years:

<b>PROJECT/CONTRACT NAME &amp; ADDRESS</b>	<b>PROJECT/CONTRACT OWNER</b>	<b>PROJECT ENGINEER (IF APPLICABLE)</b>	<b>PHONE NUMBER(S) &amp; EMAIL ADDRESS(ES)</b>
Willingboro Township	Walter Howard,		609-589-7979
Smartvent and Floodproofing.com	Tom Little		1-800-507-0865 Ext.104
Monroe Township Library	Samantha Snyder		856-629-9507
Servpro Woodbury	Scott O'Donnell		856-686-0100
East Caln Township	Barbara Kelly		610-269-1989



BELLTEC-01

MSURGNER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2023

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

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

PRODUCER  
Dunhour Agency, Inc.  
44 Tanner Street  
Haddonfield, NJ 08033

CONTACT NAME: Marcia Hoskins

PHONE (A/C, No, Ext): (856) 433-6500 794

FAX (A/C, No):

E-MAIL ADDRESS: marciahoskins@worldinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Underwriters Insurance Company

30104

INSURER B: Harleysville Insurance Company

23582

INSURER C: ARI Insurance Company

13900

INSURER D: Philadelphia Indemnity Insurance Co.

18058

INSURER E:

INSURER F:

INSURED

Bellia Tech LLC  
1061 North Broad St  
Woodbury, NJ 08096

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			13SBMAH3X41	9/8/2023	9/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA 00000081661Z	12/11/2023	12/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PWC1037571	1/17/2023	1/17/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liabil			PHSD1583788	12/5/2023	12/5/2024	\$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Little Egg Harbor Township  
666 Radio Road  
Little Egg Harbor Twp, NJ 08087

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

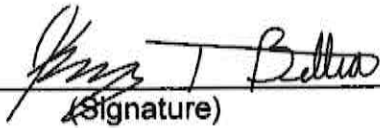
AUTHORIZED REPRESENTATIVE

### EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: Kenneth Bellia

By:   
(Signature)

Name of above: Kenneth Bellia  
(Print)

Title: Founder

Date: 12-25-24

## EXCEPTIONS

List any and all exceptions to referenced specifications below.

IF NO EXCEPTIONS, state NONE.

NONE

**SIGNED:**

Frans T. Bellus

DATE:

11-25-23

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Bellia Technology LLC.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>1061 North Broad ST</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Woodbury New Jersey, 08096</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
OR								
Employer identification number								
4	5	-	2	8	8	5	9	6

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

*Kenneth T. Bellia*

Date ▶ *11-22-22*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



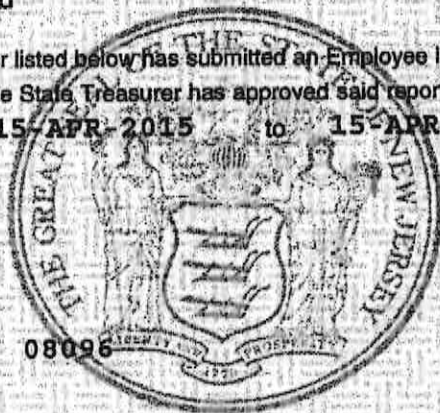
Certification 54311

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**INITIAL**

s to certify that the contractor listed below has submitted an Employee Information Report pursuant to  
C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in  
for the period of 15-APR-2015 to 15-APR-2022

A TECH LLC  
N. BROAD STREET  
URY

NJ 08026



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

Date of this notice: 08-02-2011

Employer Identification Number:  
45-2885966

Form: SS-4

Number of this notice: CP 575 B

BELLIA TECH LLC  
BELLIA TECH  
% KENNETH T BELLIA MBR  
1047 N BROAD ST  
WOODBURY, NJ 08096

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-2885966. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

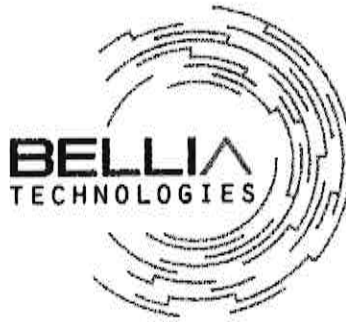
04/15/2012

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



**1047 North Broad St.  
Woodbury NJ 08096  
609-254-3219**

## **Bellia Technology LLC**

**Managed Service Provider Solution**

*POWERFUL SOLUTIONS.  
INFINITE POSSIBILITIES.  
REACH FOR THE CLOUD.*

**Submitted By: Kenneth Bellia**

**Submittal to:**

**Little Egg Harbor Township  
665 Radio Rd.  
Little Egg Harbor, NJ**

## What is Bellia Technology Managed Services Plan?

A Bellia Technology Managed Service Plan is a proactive solution to monitor, secure, and maintain a proactive and preventive solution for all IT infrastructures. Our services are provided through a method of remote and on-site support. Bellia Technology team is always ready to deliver great support experience whether we are helping with remote end-user support or on-site with CIO or Chief Information Officer services.

In today's IT environment, remote support and on-site CIO are critical for preventing and reducing the rate and severity of the common problems that will endanger the performance, stability, and security of an organization's IT environment.

- **On-Site CIO:** BelliaTech CIO provides Clients with a regularly scheduled on-site technician to discuss the Client's strategic IT needs, and latest in technology needs, as well as scheduling review meetings and bringing together the team to build and refresh the technology plan for your organization.
- **Proactive and Preventive Support:** These services are based on a proven methodology that will help the IT environment run smoothly and prevent many problems before they affect computer or network performance. The services are completed primarily via secure remote connections.
- **24x7 Server Monitoring & Alerting:** Initiated by Client or BelliaTech monitoring 24/7 that provides response to end users or IT infrastructure. Troubleshooting and problem-solving are provided on-site if suitable.
- **Break/Fix Support:** This addresses day-to-day end-user problems through remote diagnostics and telephone support.
- **Patch Management:** Every device that has an agent on it will have Microsoft, MAC OSX, and Linux Operating System Critical Updates installed on a weekly basis, including 3<sup>rd</sup> party software. All updates are deployed after hours so as not to interrupt business. If there are business critical systems which cannot afford downtime, we will schedule the deployment of these critical patches.
- **Asset Management:** Every device with an agent installed is automatically scanned and inventoried in our system. A report of these devices can be provided to you on demand.

## **Fred Ciolorito; Network Engineer Tear III**

Graduated from the University of Phoenix with a BA in Business Administration and a minor in Information Technology, with over 26 years of experience with managing and maintaining private corporate networks, mixed environments, Windows Servers, Windows and Macintosh workstations,

### **Professional Experience**

BelliaTech has the expertise to provide Little Egg Harbor Township to include but not limited to:

- Background check certified, Negative criminal history
- CNA / CNE Certifications
- Remote client support
- Remote location integration
- Police systems management Spillman\Info cop\Law soft and State Police connectivity
- Server backup, disaster recovery planning

## **Kenneth Bellia, Senior Network Engineer**

A graduate of Chubb Institute and with over 19 years' experience in a Municipal environment, including Little Egg Harbor, Willingboro Township, City of Salem, City of Bridgeton, Lower Alloway Creek Township, Upper Deerfield Township, East Caln Township, PA.

### **Professional Experience:**

Has the expertise to provide Little Egg Harbor to include but not limited to:

- Background check certified, Negative criminal history
- 24x365 remote critical system monitoring
- Remote client support
- Server-client relationship support
- Server backup, disaster recovery planning
- Remote location integration
- Police systems management Spillman\Info cop\Law soft and State Police connectivity

## **BelliaTech Ability to perform Tasks:**

- Response to Critical System Failure within 4 hours
- Non-critical system failure resolved remote support or next site visit.
- BelliaTech 24x365 Critical system monitoring and monthly reports.
- Technician will be available on-site 6 Hours per Month or as needed.

## **Support Requests Process**

- **Phone:** Used to report high-impact incidents. Incidents reported by phone are addressed immediately.
- **E-mail:** Used to report medium and low-impact incidents that do not require immediate attention. Incidents submitted through e-mail are assigned to an engineer within one business day.
- **Portal:** Used to report non-critical incidents that do not require immediate attention. Incidents submitted through the Client portal are assigned to an engineer within one business day.



# **SCHEDULE OF SERVICES**

## **Supported Locations: 2**

### **Computers: 103**

- Windows patching
- End Point Security
- Asset Discovery
- Virus and Malware Protection
- Web filtering / DNS filtering
- 3<sup>rd</sup> party Patching
- SPAM Filtering

### **Servers:3**

Physical 3, hosting virtual servers: 0

- servers Backups Monitoring
- Endpoint Security
- Health Monitoring
- Availability Monitoring
- Virus and Malware Protection
- Hardware Monitoring
- Event Log Monitoring
- Executive Reporting

### **Business Continuity Package :3**

- Full System backup
- 90-day Retention
- Hybrid Backup Local/Cloud/Woodbury NJ
- Monthly Archive
- Yearly Archive (2 Yr)
- Continues Recovery at Bellia Technology Data Center
- Virtual Server Recovery via Cloud Access
- Temporary On-Site hardware (BDR)
- 4 Business Hour Response Time
- Yearly Backup Disaster Recovery Testing and Planning
- One-time setup fee of \$500.00 per Server

**Network Devices:**

Type 1 & 2 network devices: 1

Type 3 & 4 network devices: 4

**Network Device Management:**

- Availability Monitoring
- Bandwidth Monitoring
- Device Configuration Backups
- Hardware Monitoring
- Health Monitoring
- Vendor Coordination

**Onsite scheduled CIO BelliaTech visits allocated Weekly for (4-8) hours to perform but not limited to the services:**

- Backups – validate and verify backup procedures
- Server installation
- Cloud Migration
- Antivirus validation
- Hardware Maintenance, repairs and installation
- Desk-side support for operational problems
- Network/Connectivity Consultation Support
- Network Application Repairs
- Data Recovery Services testing
- Coaching -Training

**Detailed Rate:**

- Monthly support fee for each additional Hours on Site: 110.00
- Monthly support fee for each additional Windows computer: 15.00
- Monthly support fee for each additional server: 60.00
- Monthly support fee for each additional email defense user: 2.50
- Monthly support fee for each additional Type 1 & 2 network devices: 15.00
- Monthly support fee for each additional Type 3 & 4 network devices: 25.00
- Monthly support fee for each additional Gold Backup Package: \$350.00
- Monthly support fee for each additional Endpoint ZeroTrust: \$5.00
- Yearly support fee for each additional Security Awareness Training: \$45.00

The support fee for additions may change if the supported environment changes significantly.

**Out-of-Scope Services**

Any requests that are considered non-break/fix will be reviewed by your Client CIO and brought to your attention with a scope of work and any associated costs if applicable.

## **Help Desk and Remote Support**

Standard Hours for Help Desk and Remote Support are Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding public holidays.

### **During Standard Help Desk and Remote Support Hours**

- (NOT) Included in Monthly Fee

### **Outside of Standard Help Desk and Remote Support Hours**

- (NOT) Included in Monthly Fee

## **On-site Support**

Standard Hours for On-Site Support are Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding public holidays.

### **During Standard On-Site Support Hours**

On-site support is deemed necessary by BelliaTech Engineering for problem resolution of covered incidents. For Client-requested On-Site Support, \$95.00 per hour in 30-minute increments, a minimum half an hour.

### **Outside of Standard On-Site Support Hours**

\$140.00 per hour for covered incidents and \$140.00 per hour for customer-requested on-site support. In both cases, 15-minute increments apply.

Labor rates for project work may differ from these rates based on the nature of the work.

## **Included Services**

- Guidebook documentation; Itemized monthly billing; Secure Client Portal.
- Management of escalations to telecommunications and software providers.
- Procurement Services; Assistance with hardware & software purchasing.

## **Hardware Maintenance services are to be provided with this agreement.**

All labor costs of hardware maintenance will be billed at the agreed hourly rate.

## **Annual Review**

Network and equipment to discuss new technologies and Budget Planning, review of helpdesk support incidents, technical recommendations for hardware replacement, new software, technology report, upgrades and updated network diagrams. BelliaTech reserves the right to suspend service for any open invoices over 90 days from invoice the date.

## **TERMS AND CONDITIONS OF SERVICE**

**1. Term and Termination:** (a) The initial term of this Schedule of Services ("Schedule") shall commence on the Effective Date and terminate after one (1) year ("Initial Term"). This Schedule shall automatically renew for successive terms of one (1) year (each a "Renewal Term") unless either party gives notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term. (b) If the Schedule is terminated prior to the end of the Initial Term, or any Renewal Term, due to Client's non-payment of fees or cancellation of services for any reason other than for cause, Client agrees to pay a lump sum termination fee equal to the monthly fee multiplied by the number of months remaining for the term. (c) Either party may terminate this Schedule for cause if the other party fails to cure a material breach of any obligation set forth herein within thirty (30) days of written notice of such breach. Termination is not an exclusive remedy and the exercise by either party of such remedy shall be without prejudice to any other available legal or equitable remedies. Sections 3(b) (Warranty Disclaimer), 4 (Liquidated Damages), 5 (Limitation of Liability), 6 (Confidential and Proprietary Information) and 7-13 (general terms) shall survive any expiration or termination of this Schedule.

**2. Fees and Payment:** (a) Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. BelliaTechLLC may invoice in advance for any recurring service. Client shall be responsible for all applicable taxes arising from the services. BelliaTechLLC. may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law. (b) BelliaTechLLC. reserves the right to equitably adjust the fees if (i) the supported environment materially changes, such as a change in the number of end users, workstations, servers, network elements supported, warranty or hardware maintenance coverage or other changes in the IT infrastructure, or (ii) the level of support required by Client changes. In addition, BelliaTechLLC. reserves the right to increase its fees upon expiration of the Initial Term and any Renewal Term. BelliaTechLLC. shall provide at least thirty (30) days prior notice of any fee increases. BelliaTechLLC. reserves the right to charge Client for the time utilized in the development of quotes

**3. Limited Warranty:** (a) BelliaTechLLC. warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. BelliaTechLLC.'s sole liability (and Client's exclusive remedy) for any warranty claim shall be for BelliaTechLLC. to re-perform any deficient services, or, if BelliaTechLLC. is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. BelliaTechLLC. shall have no obligation with respect to a warranty claim (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party. (b) THIS SECTION 3 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY BELLIA TECH LLC.. BELLIA TECH LLC. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY BELLIA TECH LLC. HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

**4. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES:** During the term of this Schedule and for twelve (12) months thereafter, if either party hires (whether as an employee, independent contractor or otherwise) any employee of the other party (or ex-employee within six (6) months of such employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars (\$50,000).

**5. LIMITATION OF LIABILITY:** (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. BELLIA TECH LLC. SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BELLIA TECH LLC.'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO BELLIA TECH LLC. FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

**6. Confidential and Proprietary Information:** (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by BelliaTech LLC. shall be deemed Confidential Information and proprietary information of BelliaTech LLC. without any marking or further designation. Client may use such information solely for its own internal business purposes. BelliaTech LLC. shall retain all rights to the aforementioned, which shall be returned to BelliaTech LLC. upon termination of the applicable Schedule. (c) BelliaTech LLC. shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

**7. Independent Contractor:** BelliaTech LLC. and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

**8. Assignment:** This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that BelliaTech LLC. may retain qualified third-party subcontractors to provide some of the services set forth in the Schedule without Client's prior consent. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

**9. Disputes; Governing Law; Arbitration; Attorney's Fees:** New Jersey law, without regard to its conflict of laws principles, shall govern and enforce this Schedule. Any legal action between the parties arising out of or related to this Schedule shall be adjudicated by binding arbitration by Marmero Law. In Gloucester, New Jersey in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.



10. Complete Understanding; Modification: This Schedule, as well as any applicable terms of service posted at [www.belliatech.com/terms](http://www.belliatech.com/terms), shall constitute the full and complete understanding and agreement between Client and BelliaTechLLC. and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

11. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the Schedule shall continue in full force and effect.

## **Contract Authorization**

Authorization of the above proposal signifies acceptance of the agreement deliverables and pricing schedule.

By executing this Schedule of Services, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

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Client:

Signature:

Name:

Title:

Date:

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**Bellia Technology LLC**

Signature:

Name:

Title:

Date:

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