

**TOWNSHIP OF CRANFORD
8 SPRINGFIELD AVENUE
CRANFORD, NEW JERSEY 07016**

**NOTICE TO BIDDERS
SPECIFICATIONS AND BID PROPOSAL FORMS
FOR
ANIMAL CONTROL SERVICES**

TOWNSHIP COMMITTEE
Thomas H. Hannen, Jr., Mayor
Ann Dooley, Deputy Mayor
Patrick Giblin, Commissioner
Jean Albert-Maisonnette, Commissioner
Mary O'Connor, Commissioner

Ryan Greco, Interim Township Administrator

November 29, 2018

NOTICE TO BIDDERS

**TOWNSHIP OF CRANFORD
COUNTY OF UNION, NEW JERSEY 07016**

NOTICE IS HEREBY GIVEN that sealed submissions will be received by the Township Clerk, or designated representative for the Township of Cranford, County of Union, State of New Jersey on Tuesday, December 11, 2018 at 10:00 am prevailing time, at which time they will be opened and read in Room 108, Municipal Building, Cranford, New Jersey 07016 for the following:

ANIMAL CONTROL SERVICES

Submission packages may be obtained at the Township Clerk's Office, (908) 709-7210, during regular business hours, 8:30 A.M. to 4:00 P.M., Monday through Friday, excluding holidays, or by downloading the documents on the Township's website: <https://www.cranfordnj.org/bids> Registration on the Township's website is required.

The Township Committee reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Township. The Township Committee shall award the contract or reject all submissions no later than 60 day from receipt of same.

Respondents are required to comply with the requirements of P.L. 1975, C. 127 and N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

By authorization of the Township Committee, of the Township of Cranford, Union County, New Jersey.

Patricia Donahue, RMC
Township Clerk

Dated: November 29, 2018

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

TOWNSHIP OF CRANFORD
8 SPRINGFIELD AVENUE
CRANFORD, NEW JERSEY 07016

CONTACT PERSON

Ryan Greco
Interim Township Administrator
908-709-7206

PURPOSE OF REQUEST

It is the intent of this specification to solicit Animal Control Services for the Township of Cranford. The bid proposal submitted must conform to the work to be performed as described in these specifications.

BIDDING DOCUMENTS

The bidding documents and all documents referred to herein shall include the Notice to Bidders, Instructions to Bidders, Bid Proposal, and Specifications. These documents may be examined at the office of the Municipal Clerk, Cranford Municipal Building, 8 Springfield Avenue, Cranford, New Jersey 07016 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. One set of bidding documents will be furnished to each bidder. Before submitting a bid proposal, bidders should fully acquaint themselves with all bidding documents.

TERM OF CONTRACT

This Contract is for a two-year period beginning on January 1, 2019 and ending on December 31, 2021, with a potential for one two-year, or two one-year, extensions, pursuant to N.J.S.A. 40A:11-15.

FORM OF BID PROPOSAL

Bid proposals shall be submitted on the Bid Proposal Form(s) included as part of the bidding documents or upon forms accurately copied there from. All blank spaces shall be filled in completely. Numbers shall be stated both in writing and in figures. The bid proposal forms shall be signed in long hand by the bidder or an authorized officer or principal of the bidder.

All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township of Cranford. The complete bid proposal form(s) shall be without interlineations, alterations, erasures, changes, white-outs, strike-outs, etc. unless initialed, and clearly dated in ink.

The bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bid proposals by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bid proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must

contain the signature and designation of the president, secretary or other person authorized to bid for the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

SUBMISSION OF BID PROPOSALS DELIVERY OF BID PROPOSALS

Bid proposals shall be addressed to the Township Committee of the Township of Cranford, and shall be delivered to the Municipal Clerk, 8 Springfield Avenue, Cranford, New Jersey 07016, in an opaque, sealed envelope which shall be plainly marked "BID PROPOSAL FOR ANIMAL CONTROL SERVICES." It shall also bear the name of the bidder. If the bid proposal is forwarded by US Postal Service, overnight courier or any other form of delivery, the opaque, sealed envelope, shall be properly marked so as to identify it, it must be enclosed in another mailing envelope. If the bid proposal is delivered by US Postal Service, overnight courier or any other form of delivery, said delivery shall be solely at the risk of the bidder. Bid proposals will be received by the Municipal Clerk, Township of Cranford, 8 Springfield Avenue, Cranford, New Jersey at 10:00 AM. on the 11 day of December, 2018 Thursday, Room 108, at which time and place they will be publicly opened and read aloud.

INTERPRETATION AND ADDENDA

DISCREPANCIES IN SPECIFICATIONS AND RELATED BID DOCUMENTS

Should a bidder find discrepancies in or omissions from the bidding documents, the bidder should at once notify the Township Administrator, which will, by addenda, if appropriate, send written addenda to all bidders known to it. The Township of Cranford shall not be responsible nor in any manner liable with respect to any oral instructions. Clarifications or additional instructions will only be issued in writing. Any addenda issued prior to the opening of the bid proposals are deemed to have been considered in the bid proposal and shall become part of the contract. It is the responsibility of each bidder to be acquainted with all addenda to the bidding documents before the bid proposals are opened.

The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township of Cranford. The bidder accepts the obligation to become familiar with the specifications.

DISCREPANCIES IN BID PROPOSAL

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of Cranford of the extended totals shall govern.

BID PROPOSAL SECURITY REQUIREMENTS

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

(X) BID GUARANTEE

Each bid proposal must be accompanied, at the option of the bidder, by a certified check, cashier's check or bid bond payable to the Township of Cranford for a sum not less than ten percent (10%) of the total amount of the bid, but not in excess of twenty thousand dollars (\$20,000).

(X) STATEMENT OF RESPONSIBILITY/REFERENCES

Each bidder must include with its bid proposal a certificate of responsibility, along with references for similar work performed for a municipality within the past 5 years.

(X) CONSENT OF SURETY

Each bidder must include with its bid proposal a certificate from a surety company authorized to do business in the State of New Jersey stating that said surety company will provide the bidder with the necessary performance bond in the event the bidder is awarded the contract. This certificate must demonstrate that the surety company will unconditionally undertake to furnish the performance bond and, further, that the company will be surety on the same.

(X) PERFORMANCE BOND

The successful bidder shall be required to furnish a performance bond of a surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5 et seq. in a sum equal to one hundred percent (100%) of the total contract price. Said bond is to be satisfactory as to form to the Township Attorney and as surety to the Township Treasurer and is to be conditioned for the faithful performance of the contract to be entered into and for the payment of lawful claims of the subcontractors, material, laborers, persons, firms, or corporations for labor performed or materials, provisions, or other supplies furnished, used or consumed in the carrying forward, performing, or completing of said contract.

() LABOR AND MATERIAL (PAYMENT) BOND

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

() MAINTENANCE BOND

The successful bidder, before final payment is made, shall submit a maintenance bond in the amount of 100% guaranteeing against defective quality of materials and work for a period of one (2) years after final completion and acceptance of the work pursuant to N.J.S.A. 40A:11-16.3.

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

I. INSURANCE AND INDEMNIFICATION INSURANCE

The successful bidder shall certify or cause to be certified to the Township of Cranford Certificates of Insurance pursuant to N.J.S.A. 17:31.5 for the following:

1. Workers' Compensation as required by the State of New Jersey applicable to the work to be performed.
2. Comprehensive General Liability for bodily injury, personal injury and property damage, including damages from collapse, explosion, and underground structures, if applicable, at a limit of not less than \$1,000,000 combined single limit for damages arising out of injury to or

destruction of property.

3. Contractual liability insurance indemnifying and holding the Township of Cranford harmless from any and all claims for personal injury or property damage resulting from the negligence of the bidder or anyone working under its control.
4. Comprehensive Automobile Liability shall apply for all owned, non-owned and hired vehicles at a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage for each incident.
5. With the exception of Workers Compensation, all Certificates shall name the Township of Cranford as an additional insured.
6. The Certificates shall include a thirty (30) day notice to the Township of Cranford in case of cancellation.

INDEMNIFICATION

The Township of Cranford is to be indemnified and held harmless from lawsuits. Insurance coverage should be reviewed by the bidder to assure that coverage meets all federal and state requirements.

II. STATUTORY AND CONTRACTUAL REQUIREMENTS

AFFIRMATIVE ACTION REQUIREMENTS

All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance to Division of Contract Compliance and Equal Employment Opportunity in Public Contract (the Division) and the awarding Public Agency. During a review, Township representatives will review the files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Public Agency, prior to execution of Public Agency contract, one of the following documents:

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor/contractor to the Township.

This approval letter is valid for one year from the date of issuance. Or,

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Public Agency

STATEMENT OF CORPORATE OWNERSHIP

Bidders are required to submit a Statement of Corporate Ownership with the bid proposal in compliance with N.J.S.A. 52:25-24.2

BID DOCUMENT CHECK LIST

Please pay special attention to the Bid Document Check List included as part of these specifications listing bid forms and bid document requirements that must be submitted with the bid proposal in order to be accepted as a valid bid proposal. It must be completed, and the bidder must initial each entry on the Bid Document Check List, and submit it as part of the bid proposal. The bidder should carefully review N.J.S.A. 40A:11-23.1 and 40A:11-23.2 for compliance requirements.

NON-COLLUSION AFFIDAVIT

Bidders shall complete and submit the Non-Collusion Affidavit in the form provided with their bid proposals. Failure to submit this form with the bid proposal shall be cause for rejection of bid.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder is required to become familiar with the “Americans With Disabilities” language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and hold the Township of Cranford harmless.

LAWS AND ORDINANCES

The successful contractor at all times shall observe and comply with applicable Federal and State Laws and Municipal ordinances and regulations that in any manner affect the work, pursuant to the specifications contained herein, general welfare of the successful contractor's workforce and any goods delivered and services performed and the materials to be used.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Each bidder shall submit a copy of its Business Registration Certificate issued by the Department of the Treasury and the Business Registration Certificates of all subcontractors listed with its bid pursuant to N.J.S.A 40A:11-16.

Upon award of a contract, the contractor shall comply with the provisions of N.J.S.A. 52:32-44. The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

For the term of the contract, the contractor 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 pursuant to the Sales and Use Tax 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.

III. PREPARATION OF BID PROPOSALS

TAXES

The Township of Cranford is not authorized to pay any federal, state or local taxes in connection with this contract. In submitting a bid proposal, each bidder certifies that the bid proposal amount does not include any New Jersey Sales Tax. Bidders further certify that the contractor's exemption purchase certificate form ST-13 issued by the State of New Jersey shall be completed and presented to the suppliers of labor, equipment, accessories, materials and supplies for this contract only.

CALCULATING COST OF BID PROPOSAL

The bid proposal shall include a proposed sum to cover the cost of all, labor, supervision, equipment, materials, supplies and tools necessary to complete the scope of work for providing Animal Control Services within the Township of Cranford.

IV. AWARD AND EXECUTION OF CONTRACT

AWARD OF CONTRACT

The contract shall be awarded based on the total bid price for Animal Control Services provided and as indicated in the specifications. A separate bid price must be provided for emergency veterinary services as well as for any agreed upon extensions, if applicable, as indicated on the Bid Proposal Form(s).

The contract will be awarded to the lowest responsible bidder whose bid proposal complies in all respects with the requirements of the bid specifications.

EVALUATION OF BIDS/BIDDERS

Bidders must satisfy the Township of Cranford as to their experience, ability and financial resources for performing the work before the contract will be awarded. Bid proposals that fail to meet these minimum requirements will be considered non-responsive to the bid specifications.

The Township of Cranford may make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and a bidder shall furnish to the Township of Cranford all such information and data for this purpose as the Township of Cranford may request. The Township of Cranford reserves the right to reject any bid proposal if the evidence submitted by, or investigation of, fails to satisfy the Township of Cranford that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein, or has previously failed to properly perform any contract for the Township of Cranford.

The Questionnaire shall be completed on the form furnished and included herein. Bidder must provide their last three (3) years of experience in performing and completing work similar to that contained herein

All bid proposals submitted shall be accompanied by a list of references for similar work. Please submit at least three (3) references for work conducted within the last three (3) years preceding the date of submission of the bid proposal.

EQUAL BID PROPOSALS

When two or more bid proposals are equal in all respects, and are the lowest responsible bids or proposals, the Township of Cranford shall award the contract to the bidder whose response, in the

discretion of the Township of Cranford, is the most advantageous, price and other factors considered.

ACCEPTANCE/REJECTION OF BID PROPOSALS

The Township of Cranford usually awards a contract(s) or rejects all bid proposals within an approximate fifteen to thirty-day time frame, but in no case, more than sixty days. Exceptions to this schedule would be in accordance with N.J.S.A. 40A: 11-24, which provides that "any bidder who consents thereto may, at the request of the contracting unit, have their bid proposals held for consideration for such longer period as may be agreed." All prospective bidders are advised of this schedule since bid proposals must be firm when bid proposal is submitted and must remain so for sixty days, or longer if otherwise agreed to by the Township of Cranford and the bidder. The Township of Cranford reserves the right to reject any or all bid proposals and also reserves the right to select the successful bidder or bidders whose bid proposal, in the opinion of the Township Committee of the Township of Cranford, best meets the needs of the Township of Cranford.

ACCEPTANCE AND AWARD OF CONTRACT

The successful bidder will be notified in writing of the award of contract. The notice shall contain appropriate instructions and information for the execution of the contract. The successful bidder, or its duly authorized representative shall execute the contract and furnish, as required by the specifications, all bonds, certificates of insurance and any other required documentation.

POSSIBLE CHANGES IN SCOPE OF WORK

The successful contractor shall not proceed with any work that results in changes that materially expands upon the size, nature or scope of the project as it was originally described in the bid specification. Unforeseen work found to be necessary and which has not been included in the bid specification or contracted for shall be considered extra work. No work shall be undertaken until the contractor is authorized, in writing, by the appropriate Township of Cranford officials. The Township of Cranford and the successful contractor shall be bound by the Local Public Contracts Law Rules pertaining to change orders N.J.A.C. 5.30-11.1 et seq.

CONTRACT FORM

The successful bidder will be required to execute a contract in the form prepared by the Township Attorney, which contract will include all terms, conditions and specification documents. No terms or conditions other than those set forth in the bidding and contract documents shall be included in the contract, nor will any form or contract submitted by the successful bidder be accepted by the Township of Cranford in lieu of the Township of Cranford's form of contract.

ASSIGNMENT OF CONTRACT

The successful bidder shall not assign or sublet its contract in whole or in part without prior written consent of the Township of Cranford.

FAILURE TO EXECUTE CONTRACT

If the successful bidder shall fail to execute the contract in accordance with the instructions contained in the notice of award, the bidder shall be deemed to have refused to enter into the contract and to have waived all claim to the work. The bidder shall forfeit its bid guarantee.

V. PAYMENT PROCESSING

Payment will be made within thirty (30) days of receipt of a properly certified and tabulated voucher(s) in the form prescribed by the Township of Cranford. Payment shall be for services and work the contractor satisfactorily completes for each month of the contract.

VI. BIDDERS CHECKLIST/FORMS

The bidder, in compliance with your invitation, having examined the Plans and Specifications with related documents and the site of the proposed work, and having familiarized (himself) (themselves) (itself) with all the conditions affecting the successful accomplishments of the proposed Scope of Services including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies and to carry out the contract in accordance with the contract documents, within the time set forth therein, and at the price(s) stated below; the price to cover all expenses incurred in performing the work required under the contract documents of which this proposal is part.

In submitting this bid, the bidder understands that the right is reserved by the Township of Cranford to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned, the contractor agrees to execute and deliver an agreement in the prescribed form with ten (10) working days after the agreement is presented to him for signature.

Pursuant to and in compliance with the advertisement and the Information For Bidders relating thereto, the undersigned having read the Contract Documents and all other documents and forms pertinent thereto, all of which are understood to be incorporated in this bid and accepted as sufficient, hereby offers to faithfully comply with all said requirements and to furnish all labor, equipment, materials and other facilities necessary to, or proper for; Animal Control Services within the Township of Cranford, County of Union, State of New Jersey for the following period and prices to wit: This Proposal is made without any connection with any other person or persons making a Proposal for the same purpose. The Proposal is in all respects fair and without collusion or fraud and that no officer or employee of the municipality is, shall be or will become directly or indirectly interested as a contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which to relates.

It is further declared that the Contract Documents have been examined and it is also agreed that the work will be carried out and completed, if this Proposal is accepted, as specified and the undersigned will provide all the Superintendence, Labor Material, Tools and Equipment, thereto for the items in the Proposal, complete in place, at the price as stated in the Proposal of Prices following.

The undersigned hereby further declares that if awarded to contractor, the bidder will secure the necessary personnel, equipment and facilities necessary to carry out this contract and will perform the contract.

BIDDER: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

DATE: _____

BIDDER'S CHECKLIST

FORMS TO BE SUBMITTED WITH BID

The following documents if checked must be submitted with the bid. Failure to properly complete these documents and forward same with bid may be grounds for rejection. Initial each item submitted with bid.

	Bidders Initials	Date
Bid Guarantee	_____	_____
Technical Specification	_____	_____
Bid Proposal / Price Summary	_____	_____
Statement of Responsibility/References	_____	_____
Applicable Individual, Partnership, Corporate Acknowledgement Form	_____	_____
Non-Collusion Affidavit Form	_____	_____
Mandatory Equal Opportunity Notice	_____	_____
Exhibit A Mandatory EEO Language	_____	_____
Consent of Surety Form	_____	_____
Addendum Receipt (if applicable)	_____	_____
Americans with Disabilities Act	_____	_____
Business Registration Certificate	_____	_____
Stockholder Statement of Ownership	_____	_____

This form is part of the Bid Package and must be duly initialed and submitted with the proposed bid.

Bidder's Name: _____

Signature: _____

ANIMAL CONTROL SERVICES TECHNICAL SPECIFICATIONS

DETAILED REQUIREMENTS FOR BIDDERS

The intent of the Township is to procure a reliable, dependable full-service animal control service which is adequately staffed, licensed and equipped to perform in the following manner:

- Maintain a number to receive phone calls from the public 365 days a year, 24 hours a day.
- Respond to the Township of Cranford telephone calls within 30 minutes. The animal control service must be operational 365 days a year, 24 hours per day.
- Possess and utilize a vehicle for transporting animals that meets State of New Jersey requirements for the same.
- Provide an employee (or employees) with New Jersey certification as Animal Control Officer and licensed as a Cruelty to Animals investigator.
- Maintain a contract with an animal shelter that meets all State of New Jersey requirements.

The Township requires the following services to be performed by adequately trained staff in a humane manner:

- Respond, collect and impound reports of dogs or cats running at large.
- Ensure all animals collected are currently licensed and inoculated against rabies.
- Remove all sick, dangerous, diseased, injured, rabid or animals suspected of rabies.
- Provide a written monthly report to the Health Department
- Provide follow up on all animal bites and conduct quarantines when appropriate.
- Remove dead animals from the right of way and all public property. This includes rats and skunks and any dead animal reported as such by the Board of Health.
- When a dog or cat is collected, the dog or cat shall be housed in an approved facility operated by the vendor.
- The vendor shall enforce all animal related laws and ordinances of the Township of Cranford; prosecute when necessary at no cost to the Township of Cranford including court appearances.
- Daily patrolling of the Township for follow-up on problem areas and animals.

The monthly report shall be submitted no later than the 10th day of the following month and shall include, at minimum, the following information:

- a) number of animals impounded and their outcome
- b) number of dead animals collected
- c) number and causes of summonses issued.

EXCEPTION(S) TO BID SPECIFICATIONS

The bidder shall list and clearly explain any exception(s) being taken to the bid specifications:

If necessary, duplicate this sheet to list any exception(s) taken to the bid specifications.

In the absence of any exception(s) specifically noted by the bidder, it will be presumed and required that services as described in the bid specifications be performed.

Company:_____

Authorized Representative (Print):_____

Title:_____

Date:_____

Signature:_____

PROPOSAL PRICE SUMMARY
Animal Control Services Township of Cranford

We, the undersigned company, agree to furnish to the Township of Cranford, County of Union, New Jersey, the following service in accordance with the attached technical specifications.

In addition, the undersigned has read the technical specifications which are attached and made a part hereof, and agrees to furnish such service at the price(s), as shown below, in the manner as indicated in the technical specifications. It is understood that the award of the bid will be based upon the lowest price bid, after analysis for compliance of the bids submitted.

PROPOSAL

2 YEAR (January 2019 – December 2021)

1. Animal Control Service for twenty-four (24) continuous months 24/7 Animal Control Services as described in the specifications.

TOTAL IN WORDS: TOTAL IN FIGURES

(Include percentage increases):

2. Emergency Veterinary Services; as defined below (not included in base contract) :

TOTAL IN WORDS:

TOTAL IN FIGURES:

POTENTIAL 1 TWO-YEAR EXTENSION PERIOD

January 1, 2022-December 31, 2023

1. Animal Control Service for twenty-four (24) months 24/7 Animal Control Services as described in the specifications.

TOTAL IN WORDS:

TOTAL IN FIGURES:

POTENTIAL 2 ONE-YEAR EXTENSION PERIODS:

January 1, 2022-December 31, 2022

and

January 1, 2023-December 31, 2023

Veterinary Emergency Services will be provided to an ill or injured animal as required by State law and regulation. When veterinarian services are required, and there is no owner the cost and expense will be billed to the Municipality. When the owner is known, the contractor will bill the costs and expenses to the owner of the injured animal.

Note: For purposes of comparing bid prices, the Township will assume there will be thirty (30) emergency veterinary responses during a year. Therefore, the total bid will be calculated as the base bid for the annual service (Item 1 on this form) plus thirty (30) times the rate bid as Item 2. The determination of low bidder will be made based on the prices for Year One only. The assumption of thirty (30) as the number of emergency responses veterinary is in no way intended to be interpreted as suggesting either a minimum or maximum number of such calls in a year, but is merely to be used in calculation of a bidder's price for determining the low bid.

Authorized Signature of Bidder: _____

Name of Signatory: _____

Title: _____

Name of Bidder: _____

Date: _____

STATEMENT OF RESPONSIBILITY

1. Previous work of similar nature completed within the past five years.

A. Owner: _____ Phone: _____

Business Address: _____

Type of Work: _____

Contract Price \$: _____ Extra Work Required: _____

Approx. Date of Contract Award: _____

Approx. Date of Completion: _____

B. Owner: _____ Phone: _____

Business Address: _____

Type of Work: _____

Contract Price \$: _____ Extra Work Required: _____

Approx. Date of Contract Award: _____

Approx. Date of Completion: _____

C. Owner: _____ Phone: _____

Business Address: _____

Type of Work: _____

Contract Price \$: _____ Extra Work Required: _____

Approx. Date of Contract Award: _____

Approx. Date of Completion: _____

2. Total approximate volume of work of similar nature completed within the past five years

(In Dollars): \$ _____

3. General Business Reference. (List two)

Name	Address	Phone #:
<hr/>		
<hr/>		

4. Bank Reference:

Name	Address	Phone #:
<hr/>		
<hr/>		

5. Number of permanently employed persons in your organization: _____

6. Do you intend to sublet any portion of the work? _____

If so, state type of work to be sublet and the name, address, telephone number of each subcontractor.

Name	Address	Phone #:
<hr/>		

Type of Work:

Name	Address	Phone #:
<hr/>		

Type of Work:

It is understood and agreed that the execution of the Statement of Responsibility is made solely at the risk, cost, and expense of the maker; is given in consideration of the agreement with the Township of Cranford to make available to the maker the plans, contract documents for bidding purposes; and no rights, causes, claims at law or in equity shall arise on behalf of the maker against the Township of Cranford for any use made thereof by the Township of Cranford including the refusal to the maker of the right to bid said work.

Bidder Name:_____

Signature:_____

Address_____

City:_____State_____Zip:_____

Date:_____

**TOWNSHIP OF CRANFORD
QUALIFICATIONS OF BIDDER
REFERENCES FORM**

The undersigned as owner or agent of the indicated bidder, submits the following list of references for similar projects completed in the 5 year period preceding the date of this proposal.

	Name of Contract and Date	Description of Contract	Amount	Individual In Charge Name, Address, Telephone Number
1				
2				
3				
4				
5				
6				

Number of Years in Animal Control Services:_____

Acknowledged For:_____
(Name of Bidder)

By:_____
(Signature of Authorized Representative)

Name:_____
(Print or Type)

Title:_____

Date:_____

BIDS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

PURSUANT TO NJSA 40A: 11-20

The undersigned bidder hereby certifies to the Township of Cranford that he owns, leases or controls all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for. To the extent that the undersigned is not the actual owner or lessee of any such equipment, I have attached hereto a statement showing the source from which the equipment will be obtained together with a certificate from the owner or person in control of the equipment granting to the undersigned the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which the equipment is required and necessary.

Bidder:_____

Signed:_____

Date:_____

INDIVIDUAL ACKNOWLEDGEMENT FORM

STATE OF _____ }

SS.:

COUNTY OF _____ }

BE IT REMEMBERED, that on this day _____ of _____ in the year Two Thousand and _____, before me the subscriber, a Notary Public in the State of New Jersey, _____, personally appeared who, I am satisfied, is the individual
(Name)

mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed, and delivered the same as voluntary act and deed, for the uses and purposes therein expressed.

Sworn and subscribed to before me this

_____ day of _____, 20____

Notary Public in the State of New Jersey

My commission expires on _____, 20____

(Seal)

PARTNERSHIP ACKNOWLEDGEMENT FORM

STATE OF _____ }

SS.:

COUNTY OF _____ }

BE IT REMEMBERED, that on this _____ day of _____, in the year Two Thousand and _____, before me the subscriber, a Notary Public in the State of New Jersey, _____ personally appeared who, I am satisfied, is one of the partners of _____ the co-partnership named as the firm party of the second part in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed, and delivered the same as a voluntary act and deed and as the voluntary act and deed of said co-partnership, for the uses and purposes therein expressed.

Sworn and subscribed to before me this

_____ day of _____, 20_____

Notary Public in the State of New Jersey

My commission expires on _____, 20_____

(Seal)

CORPORATE ACKNOWLEDGEMENT FORM

STATE OF _____ }

SS :

COUNTY OF _____ }

BE IT REMEMBERED, that on this _____ day of _____, 20_____,
before me, the subscriber, a Notary Public of New Jersey, _____

(Name of Chief Financial Officer)

personally appeared, who being by me duly sworn, on oath, says that he is the Chief Financial Officer of _____; the Grantor named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by who was, at the date thereof president/vice president of said corporation, in the presence of this deponent, and said president/vice president at the same time acknowledged that he signed, sealed, and delivered the same as voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed name to said instrument as an attesting witness to the execution thereof.

(Signature of Chief Financial Officer)

Sworn and subscribed to before me this

_____ day of _____, 20_____

Notary Public in the State of New Jersey

My commission expires on _____, 20_____

(Seal)

NON-COLLUSION AFFIDAVIT

STATE OF _____ }

SS.:

COUNTY OF _____ }

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

I am _____ of the firm of _____ the bidder
making the Proposal for the above named project, and that I executed the said Proposal with
full authority so to do; 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 project; and that all statements contained
in said Proposal and in this affidavit are true and correct, and made with full knowledge that
the Township of Cranford 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:

_____ in accordance with N.J.S.A. 52:34-15.

(Name of Contractor)

Sworn and subscribed to before me this

_____ day of _____, 20____

(Seal)

Notary Public in the State of New Jersey

My commission expires on _____, 20____

TOWNSHIP OF CRANFORD
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY
NOTICE N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Township of Cranford and the Division of Public Contract Equal Employment Opportunity Compliance.

This page is a summary of the successful bidder's requirements for compliance pursuant to N.J.S.A.10:5-31et seq. and N.J.A.C.17:27-1.1 et seq.

The successful bidder shall submit evidence to the Township of Cranford upon notification of award but prior to execution of this contract, one of the following three documents as a form of appropriate affirmative action compliance:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved for sanctioned affirmative action program (good from one year from the date of issuance);
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.
- (c) A photocopy of an Initial Employee Information Report (Form AA-302) provided by the Division of Public Contracts Equal Employment Opportunity Compliance and distributed to the Township of Cranford to be completed by the vendor in accordance with N.J.A.C.17:27-1.1 et seq.

The successful vendor may obtain the Initial Employee Information Report (AA-302) from the Township of Cranford during normal business hours or online at:
[www.state.nj.us/treasury / contract compliance](http://www.state.nj.us/treasury/contract/compliance).

The vendor must submit the *Initial Employee Information Report* (AA-302) to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Township of Cranford.

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 et seq. and N.J.A.C. 17:27-1.1 et seq. and agrees to furnish the required form of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as nonresponsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

COMPANY:_____

SIGNATURE:_____

PRINT NAME:_____

TITLE:_____DATE:_____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, 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.

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

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

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

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

The contractor and its subcontractor (s) shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

CONSENT OF SURETY FORM

N.J.S.A 40A:11-22 provides in pertinent part that where a contracting unit requires a performance bond, the contracting unit must require from all bidders a certificate from a surety company stating that the surety company will provide the contractor with performance bond.

A performance bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

To: Township of Cranford
Cranford, New Jersey

Re: _____
(Contractor)

For: _____
(Project)

Certifies that the: _____
(Surety Company)

will provide to: _____
(Contractor)

a performance bond in the event that said contractor is awarded a contract for the above project.

Name of Authorized Agent of Surety Company

Signature

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY SUBMITTING THE BID**

Surety Company Name: _____

Address: _____

Phone: _____ Email: _____

TOWNSHIP OF CRANFORD
ADDENDUM RECEIPT
(IF APPLICABLE)

RECEIPT OF THE FOLLOWING ADDENDUM TO THE SPECIFICATIONS

FOR: Animal Control Services

Addendum # _____ Date: _____

Acknowledged by (print): _____

Signature: _____

Date Acknowledged: _____

Phone: _____ Fax: _____

Email: _____

Business Address: _____

City: _____ State _____ Zip Code _____

Submitted To (Township Representative): _____

Signature: _____ Date: _____

AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Township of Cranford do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Cranford pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township of Cranford in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Township of Cranford, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township of Cranford's grievance procedure, the contractor agrees to abide by any decision of the Township of Cranford which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Cranford, or if the Township of Cranford incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

BUSINESS REGISTRATION CERTIFICATE REQUIREMENTS

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide good or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:328-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by visiting the web site at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml> or by calling (609) 292-9292.

STOCKHOLDER STATEMENT OF OWNERSHIP

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School District Contract for purposes of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid (or accompanying the bid) of said corporation or partnership there is submitted a statement which sets forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent of its stock of any class or all of its individual partners in the partnership who own a ten (10) percent or greater interest therein.

Date: _____

Legal Name of Bidder: _____

Incorporated: _____

Business Address: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

Listed below are the names and addresses of the stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein.

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

[] We have no one person who owns ten (10) percent or more of the corporation or partnership.

Signed: _____ Title: _____

(If extra space is required, add sheets as necessary.)

NOTE: THIS CORPORATION OR PARTNERSHIP STATEMENT IS MADE A PART OF THE CONTRACT AND MUST BE RETURNED WITH BID.