

MONTGOMERY TOWNSHIP

REQUEST FOR PROPOSALS Through the Competitive Contracting Procurement Process

**Animal Control Services
Two Year Contract January 01, 2024 through December 31, 2025**

ISSUE DATE: October 18, 2023

DUE DATE: November 17, 2023

NOTE: Montgomery Township will consider proposals only from firms or organizations that have demonstrated the capacity and willingness to provide high quality services in the manner described in this Request for Proposal.

**Michael W. Pitts Jr.
Qualified Purchasing Agent
October 18, 2023**



Notice to Bidders

Notice is hereby given that sealed proposals will be received by the Qualified Purchasing Agent (QPA) on November 17, 2023 at 10:30 am in the Finance Department Montgomery Township Municipal Building, 100 Community Drive, Skillman, New Jersey 08558, at which time and place responses will be opened for:

Animal Control Services Two Year Contract January 01, 2024 through December 31, 2025

Specifications and instructions may be obtained from Montgomery Township QPA at mpitts@montgomerynj.gov or in the Finance Office, Municipal Building, 100 Community Drive, Skillman, NJ 08558.

Respondents shall comply with the requirements of P.L. 1975 c. 127 (N.J.S.A. 17:27 et seq.). Respondents must be registered under the New Jersey Business Registration Act at the time of respondent's response and must provide a New Jersey Business Registration Certificate prior to the award of the contract.

Michael W. Pitts Jr., CMFO, CTC, QPA, CPA
CFO/Tax Collector/QPA
October 18, 2023

Introduction

This contract is to furnish and deliver services for Montgomery Township through a competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(r) for Animal Control Services.

Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for Montgomery Township, hereinafter referred to as Owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the Owner, will become part of any contract awarded as a result of this RFP.

The process will be administered by the Chief Financial Officer, Michael Pitts, Qualified Purchasing Agent for Montgomery Township.

Schedule

The dates established for the procurement are:

Release of RFP	October 18, 2023
Proposal Due Date	November 17, 2023

Proposal Submission Information

Submission Date and Time:

November 17, 2023 at 10:30 am
One (1) original and one (1) copy.

Submission At:
Finance Department, Montgomery Township Municipal Building
100 Community Drive, Skillman New Jersey 08558

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Finance Department. The original proposal shall be marked to distinguish it from the one (1) copy.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal.

Using Department Information

The Using Departments for these services are the Township Committee, Township Health Department and the Township Chief Financial Officer.

Township Representative for this RFP

Michael Pitts, Chief Financial Officer
(908) 359-8211 x 2277
Email: mpitts@montgomerynj.gov

Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and questions will be issued by Addenda posted on Montgomery Township website, www.montgomerynj.gov, via fax or email, and certified mail. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

Cost Liability and Additional Costs

The Owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Owner shall be limited to the terms and conditions of the Contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive.

Statutory and Other Requirements

Compliance with Laws

The Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of the contract. The Respondent shall sign and acknowledge such forms and certificates as may be required by this RFP.

Mandatory Affirmative Action Compliance

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

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Respondent is obligated to comply with the Act and hold the Owner harmless.

Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the Stockholder Disclosure Certification that is included in this RFP.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

New Jersey Business Registration Certificate

New Jersey Business Registration Certificate required.

Insurance and Indemnification

If it becomes necessary for the successful Respondent, either as principal or by agent or employee, to enter upon the premises or property of the Owner, the successful Respondent hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries or damages to person or property during the course of the work herein covered at his/her sole responsibility.

The successful Respondent further covenants and agrees to indemnify and save harmless the Owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries or damages that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any Owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

Multiple Proposals Not Accepted

More than one proposal from an individual, a firm, partnership, corporation or association under the same or different names shall not be considered.

Failure to Enter Contract

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the Owner may then, at its option, accept the proposal of another Respondent.

Commencement of Work

The successful Respondent agrees to commence work on December 01, 2023 or after the date of award by the Owner and upon notice from the Using Department.

Termination of Contract

If, through any cause, the successful Respondent shall fail to fulfill in a timely and proper manner obligations under the contract or if the successful Respondent violates any requirements of the contract, the Owner shall thereupon have the right to terminate the contract by giving written notice to the successful Respondent of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Owner of any obligation to the successful Respondent.

Proposal Requirements

Qualification Statement

A statement is to be provided by the Respondent who will serve as the primary contact. The statement shall set forth brief details of the firm/individual's principal activities, location and information necessary to meet the qualifications, as stated above.

Include the following in your response:

Proposal Forms

The following forms are contained in this RFP. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Checklist.
2. Acknowledgment of Receipt of Addenda.
3. Exhibit A, Mandatory Affirmative Action Language.
4. American With Disabilities Act, Mandatory Language.
5. Non-Collusion Affidavit.
6. Stockholder Disclosure Certification.
7. Business Registration Certificate.
8. Respondent Declaration and Information.
9. Local Finance Notice, dated October 25, 1994.
10. Iran Investment Disclosure.
11. Campaign Affidavit.
12. Certificate Regarding Political Contributions.
13. Excess of \$17,500 Affidavit.

Location of Servicing Office

The response to the RFP must list the location and address of the contact person who will service and manage this concession.

Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Owner will either award the Contract within the applicable time period or reject all proposals.

The Owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consents thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The Owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Owner that such Respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Owner reserves the right to waive any minor informality in the responses to the RFP.

Evaluation Process

The evaluation team will review all proposals to determine if they satisfy the RFP requirements, to determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria.

The most advantageous proposal, based on price and other factors as detailed in the evaluation criteria, will then be recommended to the governing body for award of contract.

Evaluation Criteria

The criteria considered in the evaluation of the response to the RFP follow:

The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful Respondent and will be graded on a scale of one to five, with one being the lowest rating and five the highest rating for each criterion. The Respondent with the highest score will be awarded the contract.

I. Understanding of the Requested Work

The proposal will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of the response to the RFP.

II. Knowledge and Technical Competence

This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements, in addition to knowledge of Montgomery Township.

III. Management, Experience and Personnel Qualifications

Expertise of the Respondent shall be demonstrated by past contract successes providing government agencies with similar services. The Respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP.

Proposal Checklist

The following checklist is provided as assistance for the development of a response to the RFP. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Scope of Work	_____
Proposal Requirements	_____
Evaluation Criteria	_____
References	_____
Acknowledgment of Receipt of Addenda Mandatory Affirmative Action	_____
Language Mandatory Americans with Disabilities Act Language Non-Collusion	_____
Affidavit Stockholder Disclosure Certification	_____
Business Registration Certificate	_____
Respondent Declaration and Information	_____
Iran Investment Disclosure	_____
Campaign Contribution Affidavit	_____
Affidavit Prerequisite to Execute Agreement in Excess of \$17,500	_____
Certificate Regarding Political Contributions	_____

Acknowledgement of Receipt of Addenda

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number

Dated

Signed:

Title:

Printed Name:

Date:

Company:

**Any Addendums will be posted on the Montgomery Township Website
www.montgomerynj.gov**

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

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

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

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

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

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

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

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

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

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

Dated: _____

Respondent's Signature

Respondent's Name

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS P.L. 1975, c. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following the Purchasing Agent:

1. A letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. An Affirmative Action Employee Information Report (Form A.A. 302).
OR
4. All successful contractors must submit at signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request). NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a photostatic copy of such certificate.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT HE IS AWARE OF THE COMMITMENT TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 AND AGREES TO FURNISH THE REQUIRED DOCUMENTATION PURSUANT TO THE LAW.

COMPANY

SIGNATURE

TITLE

Dated: _____

NOTE: A CONTRACTOR MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, c. 127, WITHIN THE TIME FRAME.

AMERICANS WITH DISABILITIES ACT

Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

Dated: _____

Respondent's Signature

Respondent's Name

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____ ss:

I, _____ of the _____ of _____
in the County of _____ and the State of _____, of full age, being 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 named project; and that all statements contained in said proposal and in
this affidavit are true and correct, and made with full knowledge that Montgomery 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

(name of contractor)

(N.J.S.A. 52:34-25)

Subscribed and sworn to
before me this _____ day
of _____, _____.

(Also type or print name of affiant under signature)

Notary public of _____

My Commission expires _____.

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE:

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

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

LEGAL NAME OF BIDDER: _____

Check which business entity applies:

☐ Limited Partnership ☐ Subchapter S Corporation ☐ Limited Liability Corporation

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Liability Partnership ☐ Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

/	
Street Address	City State Zip
/	
Telephone #	Fax#

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent of more of its stock of any classes, or who own ten (10) percent or greater interest therein.

Name	Address
Name	Address

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES ☐ NO ☐

Signature _____ Date _____

Printed Name & Title _____

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods 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, a contractor must submit to the contacting 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. 54:32B-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 not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

ALERT

**FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR MANDATORY REJECTION OF YOUR PROPOSAL**

Respondent's Signature

Respondent's Name

Dated: _____

Respondent Declaration and Information

To Township of Montgomery:

The undersigned declares that he/she has read the Request For Proposal, that he/she has determined the conditions affecting the RFP and agrees, if this proposal is accepted, to furnish and deliver services pursuant to the Scope of Work for Animal Control Services

Company Name _____

Federal I.D. or Social Security # _____

Address _____

Signature of Authorized Agent _____

Type or Print Name _____

Title: _____

Date _____

Telephone Number _____

Fax Number _____

E-mail address _____

**DISCLOSURE OF INVESTMENTS
ACTIVITIES IN IRAN**

BIDDER NAME: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING
EITHER BOX

Pursuant to Public Law 2021, c. 4, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at 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 may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

☐

I certify, pursuant to Public Law 2021, c. 4, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2021, c. 4 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

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

Full Name (Print): _____

_____ Title:

Signature: _____ Date:

¹ Note: If Contractor is a sole proprietor, any reportable contribution made by a spouse or child residing with the sole proprietor is deemed to be a contribution of Contractor. If Contractor is not a sole proprietor, reportable contributions made by any of the persons or other business entities listed in Part II of this form are deemed to be contributions of Contractor.

Part III – Signature and Attestation

Contractor understands that if it has willfully and intentionally made or failed to reveal a contribution in violation of N.J.S.A. 19:44A-20.2 et seq., it will be liable for any penalty provided by law. I understand that if I have omitted or incorrectly stated or certified any of the information required by law to be included herein, I will be liable for any penalty provided by law.

Subscribed and sworn to before me this
_____ day of _____, 20____.

_____ (Notary Public)

Name of Contractor

Signature of Affiant

Type or Print Name of Affiant

**Township of Montgomery
2261 Van Horne Road
Belle Mead, New Jersey 08502**

(type or print name of affiant)

YEAR - 2023

**Township of Montgomery
County of Somerset**

CERTIFICATION REGARDING POLITICAL CONTRIBUTIONS
(P.L. 2005, c. 271)

_____, hereby certifies as follows:

1. I am a _____ of the firm of _____, a “business entity” as defined by P.L. 2005, c.271, and make this certification based on my personal knowledge of the facts expressed herein and to comply with the requirements of P.L. 2005, c.271.

2. During the 12 months prior to the date of this certification, the “business entity” has not made any contributions that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, holder of, an elective office of the Township of Montgomery, of the County of Somerset, of another public entity within the County of Somerset, or of a legislative district in which the Township of Montgomery is located, or any continuing political committee, except as follows:

[The following listing must set forth all contributions that are reportable (over \$300.00) and must disclose the date and amount of each contribution and the name of the recipient of each contribution. Attach additional sheets if needed to provide a full disclosure.]

[illegible]

3. Consistent with P.L. 2005, c.271, I understand that the following shall be deemed to be a contribution by the “business entity” for purposes of this Disclosure:

- a. When the business entity is a natural person, a contribution by that person’s spouse or child, residing therewith.
- b. When a business entity is other than a natural person, a contribution by:
 - (1) Any person or other business entity having an interest therein; and/or
 - (2) All principals, partners, officers, or directors of the business entity or their spouses, any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by a business entity other than a candidate committee, election fund, or political party committee.

4. I certify that the foregoing statements made by me are true. I understand that, if any of the statements is willfully false, I am subject to punishment.

Dated:

Background:

Montgomery Township is a community of over 23,559 people, consisting of 6,940 homes, 104 farmhouses, 7,044 single family homes and 1,277 apartment units. About 1090 dogs and 228 cats are licensed. There is rabies in the wildlife population and assistance is required at times when these animals are sick or threatening pets and people. Last year, in 2022, a total of 18 Dogs and 61 Cats were taken to the shelter. So far in 2023, 9 Dogs and 22 Cats were taken to the shelter. Animal control received 495 YTD calls that required them to be dispatched. Of these calls involved an estimated 50 sick or injured wildlife (mammals).

The area of the township is about 32 square miles. Dwelling units include single family residences, condominiums and townhomes, apartment buildings, long term care facilities. There are 2 elementary schools, 2 middle schools, and one high school. There are 10 child care facilities. Route 206 runs in a north-south direction through the town, and most retail food establishments and other businesses are located here. There are rural areas of town, especially the western side of town. Several farms are also located in Montgomery. There are farm animals that escape, are hurt, and other situations, which will need the animal control officer response. Montgomery has over 10 active parks, with one municipal dog park located off Covert Drive and one county dog park located at Skillman Park off Rt. 601. The township has mandatory licensing for cats at this time. Dog licensing is done annually beginning on January 1st. There is an annual free rabies clinic sponsored by the Township typically in January.

The Township requires an animal control officer who will respond quickly and treat the animals humanely. The Township also wants to ensure that whenever an animal must be turned in to the Township's designated holding facility, the animal will be treated with respect, kept clean and fed, and that every effort will be made for adoption.

Field Responsibilities

All activities shall be in accordance with NJ Department of Health animal laws, and 2018 NJ Department of Health Best Practice Standards.

1. Credentials: The animal control contractor shall employ only licensed Animal Control Officers in accordance with Animal Cruelty Investigators as required by N.J.S.A. 4:19-15b.
2. Animal Control personnel shall be offered rabies pre-exposure vaccine.
3. Animal Control services shall be available to Montgomery Township residents on a 24 hour per day-7 days per week basis.
4. The Animal Control Officer shall proactively canvass the municipality for the purpose of picking up and confining dogs running loose within the borders of Montgomery Township under N.J.S.A. 4:19-15.16.
5. At least one ACO shall be available at all times to Montgomery Township residents who can respond to a request within 20 minutes or less.
6. At least 1 ACO shall be available to Montgomery Township residents during regular business hours, who can respond within 20 minutes or less.
7. The Animal Control contractor shall respond to calls from Montgomery Township to remove and impound dogs running at large as well as stray dogs that have been confined by the police and/or residents of the Township.
8. The Animal Control contractor shall respond to complaints about stray cats and shall trap, remove, and impound the cats according to NJ regulations.
9. In situations of animal bites that are being investigated for rabies exposure, the ACO shall take a photograph of the cat or dog for identification purposes during an investigation.
10. The animal control contractor will seize and confine any dog believed to be behaving in a manner described in the NJ Vicious Dog Law, as "potentially dangerous" or "vicious" as per NJSA 4:19-17 through 37, and will conduct the appropriate follow up in consultation with the health officer.
11. The animal control contractor will be responsible to assist law enforcement in the removal and impoundment of cats and dogs in the event of the Montgomery Township homeowner's arrest, conviction, removal to care facility, or death.
12. The animal control contractor shall assist pet owners with the rehoming of pets that they cannot keep by allowing them to turn the pets over to the designated animal shelter, and every effort will be made to have the pet adopted.
13. The animal control officer will remove any wildlife in Montgomery Township that may be carrying a disease or is threatening to the health and safety of the public.
14. The animal control officer will remove dead dogs and cats from Montgomery Township roadways.

Sheltering:

The animal control contractor shall work with the Township's designated shelter for dogs and cats and retain and/or operate the impoundment facility for all other confined animals in accordance with NJAC 8:23-1.1 through 1.13, and NJ Department of Health Municipal Animal Control Best Practices (enclosed) and shall:

1. When accessing the designated shelter, maintain the shelter in a clean and sanitary condition, and not permit any condition to exist which might constitute a public nuisance in accordance with the Montgomery Township Public Health Nuisance Code and NJAC 8:23 1.1 through 1.13, as well as the Montgomery Township Kennel Ordinance.
2. Provide the best possible care and treatment to all creatures in its custody by providing them adequate housing, food, and veterinary care, and advocate for foster care and adoption, so as to reduce the amount of time the animal spends in a shelter situation.
3. The shelter retained by the animal control contractor shall not allow the shelter to become overcrowded and shall receive and care for all animals brought to the shelter from within Montgomery Township.
4. The animal control contractor shall be financially responsible for veterinary care, emergency veterinary care, for any animal without an owner, or whose owner cannot pay for veterinary care.
5. The animal control contractor shall be aware of the numbers of animals and the relationship to the maximum numbers of animals that may be housed at the shelter during any given day, and be prepared for occasions outside that range during emergency situations, to provide the same shelter of high quality sanitary standards, as in a typical day, in a shelter that abides by NJ DOH Best Practice Standards.
6. If the contractor does not maintain their own shelter, the location(s), and a copy of the contract(s) with each shelter being used must be provided.

Recordkeeping and Enforcement:

1. The animal control contractor shall keep and maintain records regarding contact with residents regarding animal issues, numbers of animals impounded and where, the final destination of animals impounded, numbers and types of dispatched calls.
2. The animal control contractor shall keep and maintain accurate records of each animal impounded as per NJ regulations.
3. Quarantines of biting animals shall be conducted and recorded by the animal control contractor. Location of the animal will be included in a report to the Health Dept. on a monthly basis.
4. The animal control contractor shall investigate dog and cat licensure while performing other routine investigations as required.
5. The animal control contractor shall investigate, collect information, keep records, issue warnings, and summonses, and appear in court when necessary for the following situations:
 - a. Dogs Running At Large
 - b. Bite incidents
 - c. Potentially Dangerous and Vicious Dogs
 - d. Failure to License
 - e. Animal Cruelty
 - f. Unvaccinated Cat/dog or Nuisance Cat/ dog situations, if requested by the Health Officer
 - g. Animals Running Loose, as per Montgomery Township Code and NJ State Statutes.
 - h. Conduct dog licensing investigations on pets picked up or found on call- including reporting of all pets to the Montgomery Township Health Department, and discussing licensing requirements with residents at this time.

Community Education and Assistance:

The animal control contractor shall:

1. Provide at least 5 community outreach programs, two of which can be held at the annual rabies vaccination clinic, and the annual Fireworks and FunFest.
2. Assist residents with the removal of pets that have passed away.
3. Provide emergency transportation to veterinary facility for residents who cannot get there on their own.
4. Meet with the Health Department and Police Department to discuss animal control at least twice annually and at least once per year with the Board of Health.

**MONTGOMERY TOWNSHIP
SOMERSET COUNTY
NEW JERSEY
ANIMAL CONTROL SERVICES
January 1, 2024 through December 31, 2025**

Michael Pitts, QPA
Montgomery Township
Municipal Building
100 Community Drive
Skillman, New Jersey 08558
mpitts@montgomerynj.gov

The undersigned has carefully read all of the specifications and has acquainted himself with the needs of the Township, has provided the Township with the necessary documents and agrees to furnish the Township with:

Term of Contract:

Starts: January 1, 2024

Expires: December 31, 2025

TOTAL LUMP SUM BID PER YEAR IN DOLLARS:

1/1/2024 - 12/31/2024: _____

1/1/2025 - 12/31/2025 _____

TOTAL LUMP SUM BID PER YEAR WRITTEN AMOUNT:

1/1/2024 - 12/31/2024: _____

1/1/2025 - 12/31/2025: _____

This bid made herein is irrevocable by the undersigned bidder or the personal or legal representative of the bidder.