

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE February 6, 2024

NUMBER 87-2024

**TITLE:** A RESOLUTION AWARDING A CONTRACT TO ASSOCIATED HUMANE SOCIETIES, 124 EVERGREEN AVENUE, NEWARK, NEW JERSEY 07114 IN THE AMOUNT OF \$76,000.00 TO PROVIDE ANIMAL SHELTER AND OTHER VETERINARY SERVICES FOR THE CITY OF ORANGE TOWNSHIP FOR THE PERIOD OF JANUARY 1, 2024 TO DECEMBER 31, 2024.

**WHEREAS**, the City of Orange Township advertised a Request for Proposal for Animal Control Services through a "Fair and Open Process" pursuant to the provisions of N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, bid packages were advertised on December 14, 2023 with the submission deadline of December 27, 2023; and

**WHEREAS**, one (1) entity submitted a proposal in response to the City's Request for Associated Humane Societies; and

**WHEREAS**, the proposal was reviewed by the Law Department and Associated Humane Societies was found to be responsive to the bid specifications; and

**WHEREAS**, it is in the best interest and general welfare of the City of Orange Township to award said contract to Associated Humane Societies; and

**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto certifying that funds will be available for this purpose in Account 4-01-27-340-000-528, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract Associated Humane Societies.

**NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP** that a contract be awarded to Associated Humane Societies, in the amount of \$76,000.00 subject to compliance with the terms of the aforesaid contract.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Orange Township be and is hereby authorized and directed to execute said contract for and on behalf of the City of Orange Township pursuant to this Resolution which shall be attested to by the Municipal Clerk.

Adopted: **February 6, 2024**

\_\_\_\_\_  
Joyce L. Lanier  
City Clerk

\_\_\_\_\_  
Tency A. Eason  
Council President

CITY OF ORANGE TOWNSHIP  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2024 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with:

Vendor Name: Associated Humane Societies

Address: 124 Evergreen Ave.

City: Newark

State: New Jersey

Zip Code: 07114-2175

Purpose: Animal shelter and veterinary services

Vendor ID: ASSOC010

Temporary Budget: \$ 19,000.00

Fund: Current Fund

Line Description AC - Animal Control - Contractual Services

Account Numbers(s): CY'24 4-01-27-340-000-528

The remainder of: \$ 57,000.00

will be provided in

Fund: Current Fund

Line Description AC - Animal Control - Contractual Services

Account Numbers(s): CY'24 4-01-27-340-000-528

Purchase Order # : 24-00357

Amount not to exceed: \$ 76,000.00

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Division Head

Date

*Nile Clements*

1/31/2024

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Chief Financial Officer

Date



## Animal Control Services Agreement

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2024 by and between the **ASSOCIATED HUMANE SOCIETIES, INC.**, a 501C(3), non-profit corporation organized under state and federal law, having principal offices at 124 Evergreen Avenue, Newark, New Jersey 07114 (the “Society”), and the **City of Orange**, a municipal corporation of the state of New Jersey, having its principal offices at 29 N. Day Street, Orange, New Jersey 07050 (the “Municipality”), collectively the “Parties.”

**WHEREAS**, the state of New Jersey requires each municipality to provide animal control services or to contract for the provision of such services;

**WHEREAS**, animal control services are important to communities in a variety of ways including rescuing animals in distress, reuniting lost pets and their families, responding to nuisance complaints, et cetera;

**WHEREAS**, the Society is dedicated to providing animal control services in compliance with the rules and regulations established by the New Jersey Department of Health, Office of Veterinary Health.

**WHEREAS**, the Society is further dedicated to providing animal control services in a humane and progressive manner, including having the goals of reducing the number of animals coming into the shelter through prevention programs (including managed intake and targeted spay/neuter programs), and moving out animals that enter the shelter as quickly as possible (through adoption or other programs);

**WHEREAS**, the Society is further dedicated to consulting with reputable professional entities in the field of progressive animal sheltering and community services such as the National Animal Care and Control Association, the Association of Feline Practitioners, and other national organizations;

**WHEREAS**, never before has the public been so interested and involved in the care of animals in their communities. With this comes both the need and opportunity to improve the care provided and address new challenges and financial considerations as the services evolve to meet societal expectations and community needs;

**WHEREAS**, the Municipality acknowledges and agrees with the importance of such progressive animal control services and the general goals of reducing the suffering and euthanasia of animals, and serving community members and the welfare of animals;

**WHEREAS**, the Municipality desires the Society to provide animal control services and the Society desires to provide such services;

**NOW THEREFORE**, in consideration of the mutual agreements and promises contained in this Agreement, the parties hereby agree as follows:

1. **Animal Control Services**: The Society shall perform the services set forth in Attachment A attached to this Agreement (“Animal Control Services” or the “Services”).
2. **Term**: This Agreement shall commence on the 1<sup>st</sup> day of January 2024 and terminate on the 31<sup>st</sup> day of December 2024, unless extended in writing by mutual agreement of the Parties.
3. **Hours**: The Society shall provide the Services 24 hours a day, seven days a week, including holidays. Normal business hours shall be considered to be Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m, excluding holidays.
4. **Contract Price**: The total amount to be paid by the Municipality to the Society for the Services shall be: **\$76,000.00 (Contract Price)**. Payment: The Municipality shall pay the Contract Price in prorated monthly payments of **\$6,333.33** per month, plus any Additional Services and expenses as stated herein. Payments are due on the first day of each month during the term provided that the Society has presented the Municipality with an invoice and/or Municipal voucher executed by the appropriate party thirty (30) days prior to the respective monthly payment due date. All unpaid amounts shall be subject to a late fee of two percent (2%) per month. If non-payment extends beyond sixty (60) days, the Society shall have the right to suspend Services until payment is received in full (including interest, costs and expenses). It is expressly understood and agreed that the Society is not obligated to incur any cost, expense or fee as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such cost, expenses and/or fees shall be the sole responsibility of the Municipality and included in payment in full.
5. **Indemnification**: Both parties (the “Indemnifying Party”) shall indemnify, defend and hold the other party (the “Indemnified Party”), its subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, liens, demands, damages, causes of action, fines, penalties, costs and expenses (“Losses”) arising from the negligence, gross negligence or willful misconduct of the Indemnifying Party or its subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns; provided, however, in no event will the Indemnifying Party be responsible for any such Losses caused by Indemnified Party or its subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns.
6. **Independent Contractor**: The Society is and shall remain an independent contractor in its relationship with the Municipality. This Agreement shall not render the Society an employee, partner, or joint venturer with the Municipality for any purpose.

7. **Entire agreement:** This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions and all previous agreements.
8. **Governing Law; Consent to Personal Jurisdiction:** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. THE PARTIES EXPRESSLY CONSENT TO PERSONAL JURISDICTION, WHICH SHALL BE EXCLUSIVE, IN THE STATE COURTS OF NEW JERSEY IN THE COUNTY WHERE THE MUNICIPALITY IS LOCATED FOR ANY LAWSUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT.
9. **Severability:** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions shall continue in effect.
10. **Attorney Fees:** In the event that this Agreement becomes subject to litigation between the parties, the parties agree that the prevailing party shall be entitled to an award of attorney's fees, costs and the prevailing statutory interest from the other party.
11. **Effective Date:** This Agreement shall be effective on the date set forth on page one of this Agreement. The document may be signed in counterparts and a faxed or electronic signature shall be as effective as an original.

AGREED TO:

\_\_\_\_\_  
City of Orange

Name:

Title:

Date:

\_\_\_\_\_  
Associated Humane Societies

Name:

Title:

Date:

## ATTACHMENT A

### **Animal Control Services Defined:**

For purposes of this Agreement, Animal Control Services are defined as: the rescue, recovery and care of injured animals, trapped animals, sick animals, animals whose lives are endangered and animals that present a danger to humans or other animals, including those who have bitten humans or other animals.

Except as otherwise provided herein, the Society shall bear the costs and expenses incurred by the Society in the maintenance of its custodial facilities and vehicles used by the Society's Animal Control Officers.

The Animal Control Services shall be performed by a certified Animal Control Officer employed by the Society. It is expressly understood and agreed that the Animal Control Officer is not a law enforcement officer and shall not put his or her life in peril, and accordingly, in certain situations, local police presence may be requested and required for the Animal Control Officer to respond.

### **Animal Control Services are subject to the following terms and conditions:**

1. The Society shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat running at large on property within the Municipality. When such impoundment occurs (and after a seven (7) day hold period), it is expressly understood once the Society accepts any animal and takes it into custody, the animal shall be put up for adoption, if possible, or humanely euthanized at the sole and exclusive discretion of the Society.
2. For any animal impounded as a stray, abandoned or unlicensed dog or cat running at large, upon proof of ownership, any person may redeem his or her animal from the Society upon payment to the Society the sum of \$95, Monday through Friday, 9:00 a.m. until 5:00 p.m. (standard business hours). There shall be a \$125 fee for other times. In addition, the owner shall be responsible for the costs for each day the animal has been impounded as stated below:
  - a. \$4.00 per day under State Law for the first seven (7) days (unless ownership of the animal is established prior to the end of the seven (7) days and said owner does not redeem his animal.) Once the ownership is established and the animal is no longer a stray, regular boarding rates shall prevail and are to be paid to the Society prior to the release of the animal. Regular boarding rates shall be \$12.72 per day. No animal shall be released or redeemed unless and until the owner has provided satisfactory proof of ownership.
3. For any animal impounded or boarded as part of a Court case or upon order or request of Municipality, Health Department or a court directive to impound such animal, the Municipality shall be charged an additional boarding fee of \$20.00 per day, and payable monthly. After ninety (90) days, it shall be the responsibility of the Municipality to find

alternate kenneling/housing for any such animal. For reasons that include capacity issues and the health of the animal and costs involved, the Society shall not be required to continue to hold animals beyond ninety (90) days. The Municipality expressly to expressly seek reimbursement of direct and reasonable costs incurred by the Society as part of any judgment. In the absence of such, the cost shall be the responsibility of the owner or, if the owner fails to pay, then of the Municipality.

4. The Society's animal control shall report to the Municipality any owned animal without a current license and/or rabies certificate. The owner shall have seven (7) days to register the animal for a license and if the owner fails the animal control officer shall issue a summons, if the Municipality has supplied the animal control officer with a Summons book.
5. The Society shall, at the request of a municipal resident who is the owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the Society. However, such assistance is not within the scope of Animal Control Services under this Agreement. The owner shall be responsible for payment to the Society of the costs and expenses of such assistance, and should the owner fail to pay, said costs and expenses shall be the responsibility of the Municipality.
6. **Community Cat Management:** The Society, in accordance with best practices of the National Animal Care and Control Association, recognizes that indiscriminate pick up or admission into the shelter of healthy, free-roaming cats with no signs of ownership, regardless of temperament, for any purpose other than Trap, Neuter, Vaccinate, Return (TNVR) or Shelter Neuter and Return (SNR) programs, fails to serve commonly held goals of community animal management and protection programs and, as such, is a misuse of time, municipal funds, and a violation of the Society's mission. Therefore, it will be avoided. The Society shall not trap or pick up healthy unowned, unsocialized free-roaming cats, known as "community cats." In those cases, the Society shall work with the Municipality's TNVR Program to trap, spay/neuter, vaccinate and release the cat back to the area they were trapped as "Additional Services." Such Additional Services shall incur a charge of \$50.00 per cat. If the Society cannot collect this fee from the TNVR Program, the Municipality shall be responsible for the Additional Services fees. If there is no municipal sanctioned TNVR program, the Society reserves the right to provide proper care and release of the community cat through its own SNR program within the contracted municipality in accordance with public health guidelines and best practices of the National Animal Care and Control Association.
7. As per N.J.S.A. 4:19-32, the Society shall inspect the enclosure and the owner's property of a potentially dangerous dog, at least monthly, to determine continuing compliance with paragraphs (2) and (3) of subsection A of N.J.S.A. 4:19-24.8. The Society shall submit the inspection reports to the Municipality on a monthly basis.
8. The Society shall not provide census or canvassing services for license compliance within the Municipality. Under N.J.A.C. 4:19-15.15, the Municipality must appoint a party or agency to canvas for owned animals.
9. Any stray dog or cat or any other animal taken into custody by the Society and charged with

biting a human shall be quarantined for the required quarantine period of ten (10) days. The cost and expense incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the Society.

10. In case of potential rabies exposure, the cost of transportation of the head of an animal suspected of rabies to the State Department of Health shall be borne by the owner of the animal and, if no owner is known, shall be borne by the Society, under the condition that the animal expired on the premises before the ten (10) day quarantine period referred to above.
11. Removal of an animal, including wildlife, within the living space, inside the walls or ceiling of a home, apartment building or garage is not within the definition of Animal Control Services. The Society shall respond to those calls; however, the owner of the premises shall be charged \$95.00 per hour during regular business hours and \$125.00 per hour after standard business hours. If the owner fails to pay, the municipality shall be responsible for payment. If the animal is physically in the resident's living space and posing an immediate threat to the well-being of the resident, there shall be no charge for the removal of the animal.
12. Dead animals, **excluding deer**, shall be picked up with no extra charge.
13. There shall be no additional charge for trapping or picking up bats or injured wildlife.

**Exclusions:**

1. Marine mammals shall be specifically excluded from the definition of Animal Control Services under this Agreement.
2. Dead deer shall be **specifically excluded from the definition of Animal Control Services under this Agreement**. The Society shall not be responsible for handling deer carcasses, provided however, that the Society shall retrieve infirm, injured deer and orphaned fawns.
3. The Society shall not trap or rescue Canada Geese, unless same are in need of veterinary care.
4. The Society shall not pick up live rats, mice, moles or voles or any other small rodents.
5. According to the best practices reflected on the NJ Department of Health's website, capture of nuisance wildlife (i.e., healthy appearing raccoons not threatening humans, squirrels in attics, groundhogs burrowing in yards, etc.) is NOT required under statute for municipal animal control to provide, and the Society shall not be required to pick up such animals. In general, wildlife nuisance issues are addressed by the New Jersey Department of Environmental Protection, Division of Fish and Wildlife. ACOs can help educate residents on how to abate common wildlife nuisances and refer residents to pest control services, wildlife rehabilitators and other agencies that can assist residents if ACOs are not authorized by their supervisors to provide these services.
6. Trapped healthy wild animals that do not pose a threat or safety risk to the public may be released at or near the area of capture or if necessary at another appropriate location at the



sole discretion of the Society in accordance with standard rules and regulations of the industry.

**Emergencies:**

Upon a request from the Municipality, the Society shall respond to an animal control emergency as defined herein. Emergency treatment shall be provided to ill or injured animals as required by State law and regulation. The Society reserves the right, at its sole discretion, to determine if the animal requires transportation to an emergency clinic on nights, weekends or holidays when our own veterinarians are not available.

The costs of emergency treatment shall be charged to the animal's owner where the owner is known. If the animal's owner is unknown, or if the owner fails to pay the costs of emergency treatment, said costs shall be paid to the Society by the Municipality.

Response time to an emergency shall be no longer than one (1) hour during normal business hours of operation. All calls to the Society for Animal Control Services after normal business hours, must be received through the Police Department or Health Department of the Municipality. Residents shall not be instructed by the Municipality to contact the Society or Animal Control Officers directly after normal business hours.

**NJ Open Public Records Act (OPRA):**

The Municipality is encouraged to retain any and all paperwork received from the Society for OPRA fulfillment and compliance. The Society, as a non-profit, private independent contractor is not subject to OPRA (Open Public Records Act). However, if the Society receives an OPRA request, it shall forward it to the appropriate agency of the Municipality within seven (7) business days. The Society shall not be required to and shall not produce records to the Municipality to comply with OPRA requests.

**Humane Traps:**

Unless humane traps are available for rent from the Municipality, humane traps are available to rent from the Society (depending on the season and availability of traps) with a deposit of \$65.00 and a fee of \$4.28 per day, which shall be deducted from the deposit. Humane dog traps shall also be available (depending upon the season and availability of traps) with a deposit of \$150.00 and a fee of \$10.70 per day, which shall be deducted from the deposit. The Society reserves the right to establish conditions for humanely setting traps. Once a trap is set, it is the responsibility of the property owner/business/landlord or tenant to monitor the trap and inform the Society IMMEDIATELY when pick up is needed. (SEE TRAP RENTAL AGREEMENT/RULES & REGULATIONS ATTACHED).

ORANGE  
CITY OF ORANGE TOWNSHIP  
PUBLIC NOTICE

REQUEST FOR PROPOSALS

It is the intention of the City of Orange Township to award a contract through a fair and open process as set forth in N.J.S.A. 19:44A-20.5 and 19:44A-20.6 to the contractor pursuant to N.J.S.A. 40A:11-5 (1)(a)(i). The City of Orange Township is requesting proposals from qualified Shelter Services (prior experience with a municipal governing body is desirable but not required) to provide the following professional services:

Animal Shelter Services and Emergency Animal Control Services

Scope of Services

Animal Shelter Services and Emergency Animal Control Services

- The contractor shall provide, per day/seven (7) days a week, Shelter services 24 hours a day, seven days a week, for the Emergency Animal Control Services when Municipality ACO unavail-able.
- Response time within one (1) hour time during normal business hours. Unless deemed an emergency response time for calls received after hours within four (4) hours. Emergency service is defined as the care of injured, trapped, sick, and animals whose lives are endangered or pose a danger to humanity and secure kennel facilities (including isolation cages for sick or diseased animals) to house and care for stray and impounded animals for the mandatory hold periods.
- Provide animal cruelty investigative services.
- Contractor shall adhere to the Best Practices in Municipal Animal Control in accordance with the State of New Jersey Department of Health, the Health Officer with monthly service reports regarding a) provide the intake and disposition of animals.

Medical Emergencies:

- The Contractor will ensure that licensed veterinarian coverage is avail-able to cover medical emergencies (7) days a week during normal business hours. Contractual arrangements for emergency hospital care for dogs and cats, with permission from the City Health Officer, owners may quarantine their own animals.
  - Dead, owned and stray animals including wildlife on public property will be removed and disposed of in a professional, dependable, and timely manner at no additional charge when covering for the Municipal ACO.
- 1- The successful candidate shall be required to comply with the following insurance requirements:
- A. The Contractor shall be required to carry full insurance including liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents, and servants here under, and; motor vehicle and equipment use under the Contract. Contractor shall provide professional liability (errors & omissions) insurance for claims arising from any negligent performance of contractors' services pursuant to the agreement in the amount of \$1,000,000 per claim. Said insurance, by endorsement, shall fully protect the City of Orange Township from liability.

B. Certificates naming the City of Orange as an additional named insured, and evidencing such insurance coverage, shall be filed with the City of Orange Township prior to the commencement of operations hereunder by the Contractor.

- The following Certificates of Insurance must be furnished:
- 1) Worker's Compensation - Statutory
  - 2) Comprehensive General Liability - \$1,000,000
  - a. Minimum limits: \$1,000,000
  - Premise / Operations; Independent Contractors;
  - Product / Completed Operations;
  - Contractual; Personal Injury;
  - Broad Form Property Damage;
  - b. City of Orange as additional insured
  - c. Comprehensive General Liability must be maintained for at least the City of Orange until completion of the contract and its acceptance by the City of Orange.
  - 3) Professional Liability Insurance (Errors and Omissions)
  - a. Contractor shall provide professional liability (errors & omissions) insurance for claims arising from any negligent performance of contractors' services pursuant to the agreement in the amount of \$1,000,000 per claim.
- C. Each candidate shall submit proof of business registration certificate with the New Jersey Division of Taxation (P.L. 2004, C.S7) with its proposal.
- D. The Certificate of Insurance shall designate the City of Orange Town-

ship as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the City of Orange will be provided with a written notification of cancellation. Said insurance must be paid for a minimum of six (6) months into the contract period at the time of the contract.

- E. Each candidate must ensure compliance with the Mandatory Equal Employment Opportunity Language in accordance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.
- F. Each candidate must submit evidence of appropriate affirmative action compliance.

It is understood and agreed that the Contractor is an independent Contractor and not an employee of the City of Orange Township.

The Contractor agrees to indemnify and hold harmless the City of Orange Township and all of its officers, agents and employees of and from any and all liability for damages for injury to person, and property, including death or disability, arising out of or from the performance of the contract, whether or not caused in whole or in part by the negligence of the Contractor, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission on the part of the Contractor, or in the performance of operations under the Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor. Contractor shall hold the City of Orange Township harmless for damages to the Contractor's Equipment utilized during the term of this Contract. Programs of self-insurance are not acceptable.

**Professional Information and Qualifications**  
Copies of the standardized submission requirements and selection criteria are on file and available for review at the City Administrator. Each inter-ested party shall submit the following information:

1. Animal Control Officer's current license issued by the State of New Jersey.
2. Name of firm or individual;
3. Address of principal place of business and all other offices, and corre-sponding telephone and fax numbers for all individuals assigned to per-form the services;
4. Description of the firm and a description of their experience with projects similar to those described above
5. Certificate of Occupancy and two years of Health Inspection reports.
6. At least four (4) references, two (2) of which must have knowledge of service to public entities;
7. The organization's ability to provide the services in a timely fashion including staffing, training, and location of key staff;
8. Cost details, including rates and fees, broken down into specific serv-ices to be provided, a flat fee or fee schedule, the names of each of the individuals who will perform the services and the time estimates for each individual, all expenses, and where appropriate, total cost of not to exceed amount; and
9. Any other information, which the interested organization deems rele-vant;
10. Statement of corporate ownership (c.52:25-24.2)

**Proposal Requirements**  
Proposals shall contain a description of the respondent's qualifications and experience. The description of the respondent's qualifications and experience shall evidence knowledge of the applicable procedures pertaining to the scope of Services. A schedule of specific compensation requirements/fee for services.

**Submitted Proposals** (original and two copies) RFPs will be publicly opened and read aloud by the Purchasing Agent in the City of Orange, City Hall Council Chambers, 29 North Bay Street, Orange, NJ at 11:00 a.m. on Wednesday, December 27, 2006. Proposals received after 11:00 a.m. on Wednesday, December 27, 2006, will not be opened. Proposals received after 11:00 a.m. on Wednesday, December 27, 2006, will not be opened. The City shall not be responsible for the loss, non-delivery, or physical condition of Proposal sent by mail or courier service.

All Proposals shall be submitted in sealed envelopes; the applicable word-ing specific to the proposal shall appear on the envelope as follows:

**"PROPOSAL FOR ANIMAL SHELTER SERVICES AND EMERGENCY ANIMAL CONTROL SERVICES"**

Proposals received in the Office of the Purchasing Agent after the date and time prescribed shall not be opened and will be returned unopened to the sender.  
The proposals will be reviewed. Proposals will be evaluated on the quali-fications and experience of the applicant and acceptable fees for the services pertaining to the project. Proposals should be directed to Chris Hartwyk, Business Administrator, at 973.962.2008.  
Copies of the City's Request for Proposals can be obtained by contacting Vincent DeFilippo, Health Officer at the City of Orange Township, Orange City Hall, Room 300, Orange, New Jersey 07050. Telephone number: (973)962-6087, facsimile (973) 876-7244, or the City website: [www.orangenj.gov](http://www.orangenj.gov) under the Business Tab - Bids and Solicitations. E126848 OTR December 14, 2023 (\$133.92)

### Bid Document Checklist

Required By owner	Submission Requirement	Initial each required entry and if required sign and submit the item
[*]	Three original packages and one CD, with signed Proposals	
[*]	Owner/Stockholder Disclosure Certification	PP
[*]	Pay to Play Disclosure	PP
[*]	Non-Collusion Affidavit	PP
[*]	RFP Proposal Form, Initialed	PP
[*]	Receipt Of Addendum	PP
[*]	Affirmative Action Language, Signed	PP
	Mandatory Equal Employment Opportunity Language	
[*]	Americans with Disabilities Act of 1990 Language	PP
[*]	References & Status of Present Contracts	PP
[]	Prevailing Wage	
[*]	Business Registration Certificate (Before Award of Bid)	PP
[*]	Disclosure of Investment Activities in Iran	PP
[]	Equipment Certification	
[]	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	
[]	Public Works Contractor Certificate	
[]	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
[*]	Letters of Intent and Proposal	PP



December 18, 2023

City of Orange Township  
Attention: Nile Clements  
Purchasing Agent  
29 North Day Street  
Orange, New Jersey 07050

Dear Mr. Clements,

The undersigned, as Respondent has submitted the attached Proposal Statement in response to a Request for Proposal (RFP), issued by the City of Orange Township returnable December 27, 2023, in connection with the City's need for Animal Control Services.

Associated Humane Society hereby states:

1. The Proposal statement contains accurate, factual, and complete information.
2. The Associated Humane Society agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the City's procurement schedule.
3. The Associated Humane Society acknowledges that all costs incurred by them in connection with the preparation and submission of the Proposal Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively the Respondent.
4. The Associated Humane Society hereby declares that the only persons participating in this Proposal Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. The Associated Humane Society declares that this Proposal Statement is made without connection with any other person, firm or parties who has submitted a Proposal Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. The Associated Humane Society acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgement). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.
7. The Associated Humane Society acknowledges that any contract executed with respect to the RFP for "Animal Services" must comply with all applicable affirmative action and similar law.

Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

Respondent shall sign and complete the space provided below.

(Signature of Chief Executive Officer)

  
\_\_\_\_\_  
Jerry Rosenthal, CEO

Dated: 12/21/2023

Associated Humane Society



**Letter of Proposal**

**City of Orange Township  
Attention: Nile Clements, QPA, Chief Financial Officer  
29 North Day Street  
Orange, New Jersey 07050**

**Dear Mr. Clements,**

**The undersigned have reviewed our Proposal Statement submitted in response to the Request for Proposal (RFP) issued by the City of Orange Township, returnable December 27, 2023, in connection with the City's need for Animal Shelter Services and Emergency Animal Control Services.**


**We affirm that the contents of our Proposal Statement (which Proposal Statement is incorporated herein by reference) are accurate, factual, and complete to the best of our knowledge and belief and that the Proposal Statement is submitted in good faith upon express understanding that any false statement may result in disqualification of Associated Humane Society.**

**Signature of Chief Executive Officer**



**Jerry Rosenthal  
Chief Executive Officer**

**Signature of Chief Financial Officer**



**CITY OF ORANGE TOWNSHIP**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM**

The undersigned Bidder hereby acknowledges receipt of the following Addendum:

**ADDENDUM NUMBER                      DATE                      ACKNOWLEDGE RECEIPT**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addendum were received:**

Acknowledged for: Associated Humane Society  
(Name of Bidder)

By: Pam Parisio (Signature of Authorized Representative)

Name: Pam Parisio (Print or Type)

Title: Admin Assistant

Date: 12/21/23

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

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

**This Statement Shall Be Included with All Bid and  
Proposal Submissions**

**Name of Business:** Associated Humane Society

**Address of Business:** 124 Evergreen Ave. Newark NJ 07114

**Name of person completing this form:** Tom Parisio

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

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

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

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



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

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

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

**Part I**

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership     Limited Partnership     Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific):  
\_\_\_\_\_

**Part II**

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

**OR**

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

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

- Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

- Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

AND

- Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this 21<sup>st</sup> day of  
December, 2023.

(Notary Public) Pamela J. Parisio

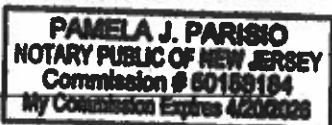
My Commission expires: 4/20/2026

  
(Affiant)

Jerry Rosenthal CEO

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)



**This Statement *MUST BE INCLUDED* with RFP Submissions**

**OWNER DISCLOSURE SECTION**

Name of Business Associated Humane Society

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

**OR**

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

**OR**

I certify that there are no stockholders

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Other (describe) \_\_\_\_\_



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

Stockholders:

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Subscribed and sworn before me  
this 21<sup>st</sup> day of Dec, 2023

(Notary Public) Patricia J. Polio

My Commission expires: 4/20/2026

Associated Human Societies  
(Affiant)

Jerry Rosenthal CEO  
(Print name & title of affiant)

(Corporate Seal)

Seal)

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF ESSEX

SS:


I AM Jerry Rosenthal

OF THE FIRM OF Associated Humane Societies

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID SUBMISSION WITH FULL AUTHORITY SO TO DO;
2. THAT THIS RESPONDENT HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID SUBMISSION AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE CITY OF PLAINFIELD RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID SUBMISSION AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDED THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE RESPONDENT. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS 21<sup>st</sup> DAY  
OF December 20 23.

  
Jerry Rosenthal

(Type or Print Name of Affiant under Signature)

Pamela J. Parvizo  
NOTARY PUBLIC OF nj

MY COMMISSION EXPIRES: 4/20, 2026.

**RFP PROPOSAL FORM**

(Contract Title and Bid Number, if applicable (Description of goods/services being bid))

Animal Control

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

Seventy six thousand dollars and zero cents

Amount in words

\$ 76,000.00

Amount in numbers

Associated Humane Society 221-487-1222

Company Name

Federal I.D.#

or Social Security #

124 Evergreen Ave Newark NJ 07114

Address



Signature of Authorized Agent

Jerry Rosenthal

Type or Print Name

Title: CEO

973-824-7080

Telephone Number

12/21/2023

Date

Fax Number

jrosenthal@ahsppz.org

E-mail Address

**AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A.10:5-31 and N.J.A.C.17:27  
GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Associated Human Society

PRINT NAME: Jerry Rosenthal

DATE: 12/21/2023

SIGNATURE: 

TITLE: CEO



# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2022 to 15-APR-2025



ASSOCIATED HUMANE SOCIETIES, INC.  
124 EVERGREEN AVE.  
NEWARK NJ 07114



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer

(REVISED 4/10)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**  
**N.J.A.C. 17:27 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

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

## EXHIBIT A (Cont.)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (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](http://www.state.nj.us/treasury/contract_compliance).)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

COMPANY: Associated Human Society  
PRINT NAME: Jerry Rosenthal  
DATE: 12/21/2023

SIGNATURE:   
TITLE: CEO

**STATE OF NEW JERSEY**

Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$130.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to [http://www.state.nj.us/treasury/contract\\_compliance/pdf/ea302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/ea302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY <b>22-1487122</b>		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALS <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>115</b>	
4. COMPANY NAME <b>Associated Humane Societies, Inc.</b>						
5. STREET <b>124 evergreen Ave</b>		CITY <b>newark</b>	COUNTY <b>Essex</b>	STATE <b>NJ</b>	ZIP CODE <b>07114</b>	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>AHS Inc.</b>						
		CITY <b>Newark</b>		STATE <b>NJ</b>	ZIP CODE <b>07114</b>	
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER						
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <b>3</b>						
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>115</b>						
10. PUBLIC AGENCY AWARDED CONTRACT						
<b>N/A</b>						
Official Use Only		DATE RECEIVED	IN AUG. DATE	ASSIGNED CERTIFICATION NUMBER <b>3511</b>		

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. When there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN																	
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE												
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.								
Officials/Managers	2	1	1																		
Professionals	3		3																		1
Technicians	5		5																		2
Sales Workers																					4
Office & Clerical	9	1	8																		
Craftworkers (Skilled)	2	1	1							1	1	1									6
Operatives (Semi-skilled)	5	3	2	1						1		1									
Laborers (Unskilled)	22	12	10	18						2											2
Service Workers																					4
<b>TOTAL</b>	<b>48</b>	<b>18</b>	<b>30</b>	<b>19</b>						<b>5</b>	<b>1</b>	<b>3</b>								<b>1</b>	<b>19</b>
Total employment From previous Report (if any)	47	27	20	19	4					4	1	1								1	17
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.																				
	2	10	1							1		2								1	7

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR <b>01 26 16</b>
13. DATES OF PAYROLL PERIOD USED From: <b>02/11/19</b> To: <b>02/17/19</b>			

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Maria Rebelo</b>		SIGNATURE 	TITLE <b>Bookkeeper</b>	DATE MO DAY YEAR <b>02 19 19</b>
17. ADDRESS NO. & STREET <b>124 Evergreen Ave</b>		CITY <b>Newark</b>	COUNTY <b>Essex</b>	STATE <b>NJ</b>
		ZIP CODE <b>07114</b>	PHONE (AREA CODE, NO., EXTENSION) <b>973 - 824 - 7080</b>	

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal opportunity for individuals with Disability**

The contractor and the City of Orange Township, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S/ 21 OJ et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

## BID DOCUMENT REFERENCE

<b>Name of Form:</b>	<b>BUSINESS REGISTRATION CERTIFICATE</b>
<b>Statutory Reference:</b>	<b>N.J.S.A. 52:32-44 (P.L. 2004, c.57)</b>
<b>Instructions Reference</b>	<b>Statutory and Other requirements VII-D</b>
<b>Description:</b>	<b>Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.</b>

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at [www.nj.gov/dca/lgs/lpc](http://www.nj.gov/dca/lgs/lpc). These resources and a Frequently Asked Questions resource should be consulted when question arise.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 352  
TRENTON, N J 08646-0252

TAXPAYER NAME:

ASSOCIATED HUMANE SOCIETIES INC

TRADE NAME:

TAXPAYER IDENTIFICATION#:

221-487-122/000

SEQUENCE NUMBER:

0391070

ADDRESS:

124 EVERGREEN AVE  
NEWARK NJ 07114

ISSUANCE DATE:

09/07/04

EFFECTIVE DATE:

07/01/66

FORM-BRC(08-01)

*J.P. S. Tully*  
Acting Director

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



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>  
Telephone (609) 292-4886 / Facsimile (609) 984-2575

CHRIS CHRISTIE  
*Governor*

FORD M. SCUDDER  
*State Treasurer*

KIM GUADAGNO  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Bank Markazi Iran (Central Bank of Iran)
2.	Bank Mellat
3.	Bank Melli Iran
4.	Bank Tejarat
5.	National Iranian Tanker Company (NITC)
6.	Amona
7.	Bank Saderat PLC
8.	Bank Sepah
9.	Belaz
10.	Belneftekhim (Belarusneft)
11.	China International United Petroleum & Chemicals Co., Ltd. (Unipet)
12.	China National Offshore Oil Corporation (CNOOC)
13.	China National Petroleum Corporation (CNPC)
14.	China National United Oil Corporation (ChinaOil)
15.	China Petroleum & Chemical Corporation (Sinopec)
16.	China Precision Machinery Import-Export Corp. (CPMIEC)
17.	Grimley Smith Associates

18.	Indian Oil Corporation
19.	Kingdrom PLC
20.	Maire Tecnimont SpA
21.	Naftiran Intertrade Company (NICO)
22.	Oil and Natural Gas Corporation (ONGC)
23.	Oil India Limited
24.	Persia International Bank
25.	PetroChina Company, Ltd.
26.	Petrleos de Venezuela (PDVSA Petrleo, SA)
27.	Sameh Afzer Tejak Co. (SATCO)
28.	Shandong Fin CNC Machine Company, Ltd.
29.	Sinohydro
30.	SKS Ventures
31.	Som Petrol AS
32.	Zhuhai Zhenrong Company

List Date: August 1, 2017





**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

BID SOLICITATION #: Animal Control VENDOR/BIDDER: Associated Human Societies

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES  
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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**

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its 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. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

B. I am unable to certify as above because the Vendor/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 and sign and complete the Certification below. Failure to provide such information 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**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: \_\_\_\_\_  
 RELATIONSHIP TO VENDOR/BIDDER: \_\_\_\_\_  
 DESCRIPTION OF ACTIVITIES: \_\_\_\_\_  
 DURATION OF ENGAGEMENT: \_\_\_\_\_  
 ANTICIPATED CESSATION DATE: \_\_\_\_\_  
 VENDOR/BIDDER CONTACT NAME: \_\_\_\_\_  
 VENDOR/BIDDER CONTACT PHONE No.: \_\_\_\_\_  
*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature: *Derry Rosenthal*  
 Print Name and Title: Derry Rosenthal CEO

Date: 12/21/2023



ASSOHUM-01

SFARNSWORTH

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/19/2023

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

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

<b>PRODUCER</b> Acrisure Insurance Partners Services of NY, LLC 90 S. Ridge Street Rye Brook, NY 10573	<b>CONTACT NAME:</b> Susan Farnsworth	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> sfarnsworth@acrisure.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Church Mutual Insurance Company</b>		<b>18767</b>
<b>INSURED</b>  Associated Humane Societies 124 Evergreen Avenue Newark, NJ 07114		
<b>INSURER B :</b>		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0391739 25-681028	11/21/2023	11/21/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			0391739 09-681025	11/21/2023	11/21/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0391739 85-681029	11/21/2023	11/21/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF ORANGE TOWNSHIP  
 29 NORTH DAY STREET  
 ORANGE, NJ 07050

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

AUTHORIZED REPRESENTATIVE

*CSB*

# **City of Orange Township Request for Proposals from Business Organizations or Firms Interested in Providing Animal Shelter Services and Emergency Animal Control Services for the City of Orange Township**

## **Introduction**

**CITY OF ORANGE TOWNSHIP FACTS AND FIGURES** – The City of Orange Township is a municipal governmental entity. The City was incorporated in 1860 and operates pursuant to N.J.S.A.40A 11:61-1 et seq. The legislative responsibilities of the City of Orange are vested in the elected seven-member City Council. The Governing body sets policy, adopts the operating and capital budgets for the City, enacts ordinances and sets the direction of how the City of Orange will provide government services. The Mayor is the City's Chief Executive Officer and carries out the policies adopted by the Governing Body. The City's population is approximately 32,000 and it consists of approximately 2.2 square miles of area. The City employs approximately 400 people and is led by a City Administrator. It owns administration buildings, courthouse buildings, and parks and recreation facilities. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et seq., the City of Orange seeks Requests for Proposals ("RFP") for Animal Control Shelter Services and Emergency Animal Control Services for a one year period with two one year renewal terms at the discretion of the City. The Animal Control Program's mission is to enforce City and State codes, rules and regulations and to investigate animal neglect and cruelty cases.

All candidates are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. as amended. The successful contractor will provide the City with a Scope of Services related, but not necessarily limited to:

### **The contractor shall provide:**

- Shelter services 24 hours per day/seven (7) days a week.
- Emergency Animal Control Services when Municipality ACO unavailable.
- Response time within one (1) hour time during normal business hours. Unless deemed an emergency response time for calls received after hours within four (4) hours. Emergency service is defined as the care of injured, trapped, sick, and animals whose lives are endangered or pose a danger to humans.
- Maintain adequate, sanitary and secure kennel facilities (including isolation cages for sick or diseased animals) to house and care for stray and impounded animals for the mandatory hold periods.
- Provide animal cruelty investigative services.
- Contractor shall adhere to the Best Practices in Municipal Animal Control in accordance with the State of New Jersey Department of Health.
- Provide the Health Officer with monthly service reports regarding at a minimum intake and disposition of animals.

### **Medical Emergencies:**

- The Contractor will ensure that licensed veterinarian coverage is available to cover medical emergencies (7) days a week during business hours. Contractual arrangements are in place for after hour emergencies with a local veterinary hospital at no charge to the town.
- With permission from the City Health Officer, owners may quarantine their own animals.
- Dead, owned and stray animals including wildlife on public property will be removed and disposed of in a professional, dependable, and timely manner at no additional charge when covering for the Municipal ACO.

**I. The successful candidate shall be required to comply with the following insurance requirements:**

- A. The Contractor shall be required to carry full insurance including comprehensive general liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the Contractor in connection with the Contractor's operations under the Contract; Contractor shall provide professional liability (errors& omissions) insurance for claims arising from any negligent performance of contractors' services pursuant to the**

agreement in the amount of \$1,000,000 per claim. Said insurance, by endorsement, shall fully protect the City of Orange Township from liability.

- B. Certificates naming the City of Orange as an additional named insured, and evidencing such insurance coverage, shall be filed with the City of Orange Township prior to the commencement of operations hereunder by the Contractor.

The following Certificates of Insurance must be furnished:

1) Worker's Compensation - Statutory

2) Comprehensive General Liability:

a. Minimum limits: \$1,000,000.00;

Combined Single Limit Coverage to include:

- Premise / Operations; Independent Contractors;  
Product / Completed Operations;
- Contractual; Personal Injury;
- Broad Form Property Damage;
- City of Orange as additional insured.

b. Comprehensive General Liability must be maintained for at least one year after completion of the contract and its acceptance by the City of Orange.

3) Professional Liability Insurance (Errors and Omissions)

a. Contractor shall provide professional liability (errors & omissions) insurance for claims arising from any negligent performance of contractors' services pursuant to the agreement in the amount of \$1,000,000 per claim.

- C. Each candidate shall submit proof of business registration certificate with the New Jersey Division of Taxation (P.L. 2004, C.S7) with its proposal.
- D. The Certificate of Insurance shall designate the City of Orange Township as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the City of Orange will be provided with a written notification of cancellation. Said insurance must be paid for a minimum of six (6) months into the contract period at the time of the contract.
- E. Each candidate must ensure compliance with the Mandatory Equal Employment Opportunity Language in accordance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.
- F. Each candidate must submit evidence of appropriate affirmative action compliance.

It is understood and agreed that the Contractor is an independent Contractor and not an employee of the City of Orange Township.

The Contractor agrees to indemnify and hold harmless the City of Orange Township and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind of nature, including attorneys' fees to which the City of Orange Township maybe put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under the Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.

The Contractor shall hold the City of Orange Township harmless for damages to the Contractor's Equipment utilized during the term of this Contract. Programs of self-insurance are not acceptable.

#### **Professional Information and Qualifications**

Copies of the standardized submission requirements and selection criteria are on file and available from the Office of the City Administrator. Each interested candidate shall submit the following information:

1. Animal Control Officer's current license issued by the State of New Jersey;
2. Name of firm or individual;

3. Address of principal place of business and all other offices and corresponding telephone and fax numbers for all individuals assigned to perform the services;
4. Description of owner's education, experience, qualifications, number of years with the firm and a description of their experience with projects similar to those described above
5. Certificate of Occupancy and two years of Health Inspection reports.
6. At least four (4) references, two (2) of which must have knowledge of service to public entities;
7. The organization's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
8. Cost details, including rates and fees, broken down into specific services to be provided, a flat fee or fee schedule, the names of each of the individuals who will perform the services and the time estimates for each individual, all expenses, and where appropriate, total cost of "not to exceed" amount; and
9. Any other information, which the interested organization deems relevant.
10. Statement of corporate ownership (c.52:25-24.2)

### **Cost Analysis**

Submitters should submit a cost analysis if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s).

### **Submission Evaluation**

The City will select the most advantageous submissions based on all of the evaluation factors set forth at the end of this RFP. The City will make the award(s) that is in the best interest of the City. Each submission must satisfy the objectives and requirements detailed in this RFP. The successful submitter shall be determined by an evaluation of the total contents of the Proposals submitted. The City reserves the right to:

- a) Not select any of the submissions;
- b) Select only portions of a particular submitter's Proposals for further consideration; (However, submitters may specify portions of the Proposal submission they consider "bundled".)
- c) Award a contract for the requested services at any time within 90 days of the selection of the most advantageous proposal; every submission should be valid through this time period.

### **Submission Requirements**

**Sealed Proposals (original and two copies) RFPs will be publicly opened and read aloud by the Purchasing Agent in the City of Orange, City Hall Council Chambers, 29 North Day Street, Orange, NJ at 11:00 a.m. on Wednesday, December 27, 2023.**

Proposals forward by facsimile or email transmissions will not be accepted. The City shall not be responsible for the loss, non-delivery, or physical condition of Proposal sent by mail or courier service.

The City shall not be obligated to explain the results of the evaluation process to any submitter.

The City may require submitters to demonstrate any services described in their submission prior to award.

1. Standard Requirements of Technical Proposals – Submitters should submit technical Proposal which contain the following:
  - a) An affirmative action statement
  - b) A completed Non Collusion Affidavit
  - c) A statement that the submitter will comply with the General Terms and Conditions required by the City and enter into the City's Professional Services Contract;
  - d) A copy of the proposer's Business Registration certificate;
  - e) A completed Partnership Disclosure Statement.
  - f) A signed Mandatory Equal Employment Opportunity Language Exhibit A and a current Employee Information report

### **Selection Criteria**

The selection criteria used in awarding a contract or agreement for the services as described herein shall include:

1. Qualifications of the individuals who will perform the tasks and the degree of their respective participation;
2. Experience and references;
3. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter; and
4. Cost competitiveness.

### **Submission Limitations**

This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the City by issuance of this RFP. The City reserves the right at the City's sole discretion to refuse any proposal submitted.

### **Use of Information**

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the City to the submitter in connection with this RFP shall remain the property of the City. When in tangible form, all copies of such information shall be returned to the City upon request. Unless such information was previously known to the submitter, free of any obligation to keep it confidential, or has been or is subsequently made public by the City or a third party, it shall be held in confidence by the submitter, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

### **General Terms and Conditions**

- A. The City reserves the right to reject any or all submissions, if necessary, or to waive any informalities in the submissions, and, unless otherwise specified by the submitter, to accept any item, items or services in the submissions should it be deemed in the best interest of the City to do so.
- B. In case of failure by the successful submitter, the City of Orange Township may procure the articles or services from other sources, deduct the cost of the replacement from money due to the submitter under the contract and hold the submitter responsible for any excess cost occasioned thereby.
- C. The submitter shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability. The submitter shall also maintain Errors & Omissions insurance.
- D. The contract shall be in effect through (to be determined), unless otherwise stated.
- E. Sealed submissions may be hand delivered or mailed consistent with the provisions of the legal notice to submissions. In the case of mailed submissions, the City assumes no responsibility for submissions received after the designated date and time and will return late submissions unopened. Submissions will not be accepted by facsimile or e-mail.
- F. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful submitters must agree to submit individual employer certifications and number or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status 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, sex or handicap, 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor Orange or representative or works with which it has a collective bargaining agreement or other contract or understand, a notice, to be provided by the agency contracting officer advising the labor City of Orange Township or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- G. By submission of Proposals, the submitter certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful submitter shall, at its expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.
- H. No submitter shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- I. No submitter shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her capacity to secure unwarranted privileges or advantages for the submitter or any other person.
- J. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's Law Department decision shall be final and conclusive.
- K. The City of Orange Township shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its submission.

The checklist, affidavits, notices and the like presented at the end of this Request for Proposals are a part of this Request for Proposals and shall be completed and submitted as part of this submission to the City of Orange Township.

**References & Contract Status**

**Status of Contracts Listed Below**

Carteret, Current 2023  
Clark, Current 2023  
Fairfield, Current 2023  
Hillside, Current 2023  
Linden, Current 2023  
Newark, Current 2023  
New Brunswick, Current 2023  
Orange, Current 2023  
Rahway, Current 2023  
Roselle, Current 2023  
Winfield Park, Current 2023

**References Listed Below**

David DeRosa, Health Officer  
Township of Clark  
430 Westfield Avenue  
Clark, NJ 07066  
732-388-3669

Denise Cafone, Municipal Clerk  
Township of Fairfield  
230 Fairfield Road  
Fairfield, NJ 07004  
973-882-2700

Aimee Puluso, Health Officer  
City of Linden  
605 S. Wood Avenue  
Linden, NJ 07306  
908-474-8409

De Zang, Chief R.E.H.S  
City of Rahway  
1 City Hall Plaza  
Rahway, NJ 07065  
732-827-2085



**State of New Jersey  
Department of Health**

This is to certify that

**SHAINA Y RESNICK**

has successfully satisfied the requirements to determine  
his or her qualifications and is certified pursuant to  
P. L. 1983, Chapter 525 and amendments thereto as a  
**CERTIFIED ANIMAL CONTROL OFFICER**

**5/14/18**

**03212**

Date

Number

*Colin T. Campbell*

Colin T. Campbell, D.V.M., C.P.M.  
State Public Health Veterinarian

VPH-4

AUG 13

STATE OF NEW JERSEY  
DEPARTMENT OF HEALTH

This is to Certify that

**REBEKAH PADOVANO**


Having successfully satisfied the requirements to determine his or her qualifications is hereby certified pursuant to P.L. 1983, Chapter 525 and amendments thereto as a

**CERTIFIED ANIMAL CONTROL OFFICER**

December 17, 2021

DATE  
03479

NUMBER

  
Edward Lifshitz, MD, FACP  
Medical Director  
Infectious and Zoonotic Disease Program  
Communicable Disease Service

STATE OF NEW JERSEY  
DEPARTMENT OF HEALTH

**SAMUEL CINTRON III**

*This is to Certify that*

Having successfully satisfied the requirements to determine his or her qualifications is hereby certified pursuant to P.L. 1983, Chapter 525 and amendments thereto as a

**CERTIFIED ANIMAL CONTROL OFFICER**

06/17/2021  
DATE  
03442  
NUMBER

*Edward Lifshitz*  
Edward Lifshitz, MD, FACP  
Medical Director  
Infectious and Zoonotic Disease Program  
Communicable Disease Service