

BOROUGH OF STONE HARBOR
9508 SECOND AVENUE
STONE HARBOR NJ 08247



REQUEST FOR PROPOSAL
FOR PROFESSIONAL
ANIMAL CONTROL SERVICES

From January 1, 2015 to December 31, 2015

GENERAL INFORMATION AND SPECIFICATIONS FOR PROSPECTIVE CONTRACTORS
SUBMITTING QUALIFICATIONS AND PROPOSALS FOR CONTRACT OF PROFESSIONAL
ANIMAL CONTROL SERVICES

- I. **Invitation to submit qualifications and proposal.** The Borough of Stone Harbor is requesting qualifications and proposal from individuals and/or firms for the following services: Professional Animal Control Services. It will be for one year contract with two one year options for the Borough to renew the contract for additional years. The qualifications and proposals are being solicited under the Local Public Contracts Law as outlined under NJSA 40A:11-1 et seq.
- II. **Submitting and Delivery of Qualifications and Proposals.** Qualifications and proposals must be submitted on or before 1:00pm on November 25, 2014 and may be submitted either by mail or in person by the prospective contractor or his agent. Qualifications and proposals must be enclosed in a sealed envelope plainly marked "Request for Proposal for Professional Animal Control Services" and the envelope also shall have plainly marked on it the name and address of the prospective contractor.
- III. **Time and place for acceptance of Qualifications and Proposals.** The Borough of Stone Harbor Clerk has been designated as the person authorized to receive all qualifications and proposals. All qualifications and proposals must be submitted in sealed envelopes to the Borough Clerk, Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor NJ 08247 either by mail or in person by the prospective contractor or his agent on or prior to November 25, 2014 at 1:00 pm, prevailing time. The Borough Clerk will record the date and time of receipt of all proposals on the sealed envelope. No proposal will be received after the time designated for receipt.
- IV. **Contract Description and Qualifications.** The Professional Animal Control Services, at the request of Borough officials, shall perform all of the services customary performed by a Borough Animal Control Officer of a municipality the size of the Borough of Stone Harbor. Such services include any one or more of the following:
 - a. Animal control services performed within the borders of the Borough of Stone Harbor by New Jersey licensed Animal Control Officer seven (7) days a week, 24 hours a day, including holidays and emergencies. When called upon by the Borough officials or Borough Police, contractor shall impound any stray dog or cat, or any animals posing potential danger to humans or other animals. Such animals must be humanly dealt with in accordance with applicable New Jersey law. Contractor shall be responsible for rabies quarantine and compliance with proper procedures. Contractor shall have the power conferred upon an Animal Control Officer as set forth in NJSA 4:19-15.16c;
 - b. Any services provided by the contractor for private owners shall not be paid for by the Borough, but shall be subject to an agreement between those parties.
 - c. Calls received between the hours of 5:00pm and 7:00am, weekends and holidays, will be for emergency services only. Emergency services are defined as the care and/or capture of stray animals, injured animals, trapped animals, sick animals,

animals whose lives are endangered or animals that are posing a danger or public health nuisance to humans.

- d. The services shall also include the transportation, control and sheltering of animals as needed. The contractor shall be responsible for providing his/her own transportation for animals that are taken to a licensed and/or approved shelter or for veterinary services. The contractor must have an existing contract with the licensed shelter, or have an approved shelter. Contractor shall have access to emergency veterinary services as needed.
- e. The contractor shall be required to patrol the Borough of Stone Harbor with respect to any animal control services in accordance with any State law and/or regulations;
- f. Borough agrees that in the event of dissatisfaction with the performance of the contractor's service, the borough will notify contractor within three working days of any complaint brought to the Borough's attention; and
- g. Contractor agrees to provide a detailed written monthly report to the Borough Council with respect to each animal apprehended or service requested during the preceding month, specifying the type of animal, date of service, person requesting service, location of service and result of service provided together with any other pertinent information regarding animal control services during the preceding month.
- h. The Professional Animal Control services shall be a certified professional by the State of New Jersey. The resumes or *curricula vitae* of all individuals who perform services under the contract on behalf of the Borough of Stone Harbor shall be submitted with the prospective contractor's proposal.
- i. The prospective contractor's proposal shall clearly set forth the proposed financial compensation to be paid to the contractor under the contract.
- j. Below is a table summarizing the number of animal complaints/calls received by the Borough of Stone Harbor and intake statistics from the Cape May County Animal Shelter

	YTD 2014	2013	2012
# Animal			
Complaints/Assistance	186	207	162
CMC Intake Statistics	YTD 2014	2013	2012
Dogs	0	0	0
Cats	<u>12</u>	<u>4</u>	<u>11</u>
TOTAL	12	4	11

- V. Professional Information Required.** The following is to be submitted with the proposals:
- a. Name of Firm or individual, and the New Jersey Department of Treasury tax identification number under which proponent will operate;
 - b. Copy of Candidate's current contract with New Jersey licensed animal shelters or qualified organization where stray animals are to be placed by candidate;
 - c. Address of principal place of business and all other offices corresponding telephone and fax numbers;
 - d. Names of personnel that will be assigned to perform the work outlined in the scope of services;
 - e. Description of candidate's and staff's education, experience, qualifications, number of years with the firm, and description of their experience with providing such services for other municipalities;
 - f. References indicating experience with municipalities;
 - g. Proposed staffing, hourly rates for emergency services and other expenses and total cost of "not to exceed" amount;
 - h. Any other information that the candidate deems relevant;
 - i. Proof that proponent is a "Certified Animal Control Officer" as defined and required by NJAC 8:23A-2.1 et al.
 - j. Registration numbers and photo of all vehicles proponent may use in the performance of his/her duties as animal control officer.

This contract will be awarded for a one (1) year period.

- VI. Insurance Requirements.** The successful candidate will be required to comply with the following insurance requirements:
- a. The contractor shall be required to carry full insurance including comprehensive general liability in the amount of \$1,000,000 per claim; workers' compensation insurance which shall cover all operations of the contractor, its employees, agents and servants hereunder; insurance for motor vehicles and equipment used by the Contractor in connection with the Contractors operations under the Contract; Contractor shall provide professional liability (errors and omission) 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 Borough of Stone Harbor from liability.

- b.** Certificates naming the Borough of Stone Harbor as an additionally named insured, and evidencing such insurance coverage, shall be filed with the Borough Clerk prior to the commencement of operations hereunder by the contractor.

- c.** The following Certificates of Insurance must be furnished:

 - 1. Workman's Compensation; Part Two – Statutory
 - 2. Comprehensive: General Liability:

 - a.) Minimum limits: \$1,000,000; Combined Single Limit Coverage to include: Premise/Operations: Independent Contractors; Product/Completed Operations; Contractual; Personal Injury; Broad Form Property damage; Borough of Stone Harbor 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 Borough of Stone Harbor.
 - c.) Professional Liability Insurance (Errors and Omissions)
Contractor shall provide Professional Liability (errors and omission) insurance for claims arising from any negligent performance of contractor's services pursuant to the agreement in the amount of \$1,000,000 per claim.

- d.** The certificate of insurance shall designate the Borough of Stone Harbor as an additional insured and shall contain a thirty (30) day notice of cancellation on whereby the Borough Clerk 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.** It is understood and agreed that the Contractor is an independent contractor and not an employee of the Borough of Stone Harbor.

- f.** The Contractor agree to indemnify and hold harmless the Borough of Stone Harbor, 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 cost, damages and change of whatsoever kind of nature, including attorneys' fees to which the Borough of Stone Harbor may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractors' operations under this Contract, or by or in consequence of any negligence or omission on the part of the Contractor in the performance of operations under this Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.

- g.** The Contractor shall hold the Borough of Stone Harbor harmless for all damages to the Contractors' equipment utilized during the term of this Contract.

- h.** Programs of self-insurance are not acceptable.

VII. Selection Process & Award of Contract. Upon receipt of qualifications and proposals, the Borough Clerk will transmit copies of each proposal to a review committee that consists of a member of the Borough Council, Municipal Attorney, Borough Administrator and CFO. Proposals will be evaluated on the basis of the most advantageous, price and other factors considered. The evaluation will consider:

- a. New Jersey State licensure, experience, references and reputation in the field that is the subject matter of the contract;
- b. Qualifications of the individual who will perform the tasks outlined in the scope of services, and the degree of their perspective participation;
- c. Ability to address, complete and facilitate all items stated in the above scope of services;
- d. Knowledge of the Borough of Stone Harbor, issues that are unique to the Borough and the subject matter to be addresses under this contract;
- e. Availability to accommodate any required meetings of the Borough of Stone Harbor and its various departments;
- f. Compensation proposal (including proposed compensation at Saturdays, Sundays, Holidays, nights and emergencies);
- g. Knowledge of Applicable State law;
- h. Other factors as demonstrated to be in the best interest of the Borough of Stone Harbor.

Upon completion of the review process, the review committee shall transmit its findings and recommendations to the Borough Council which may award the subject contract on or about January 1, 2015 by Resolution.

VIII. Obligation of Perspective Contractor. At the time of receipt of proposals, each prospective contractor will be presumed to have read and to be thoroughly familiar with the contents of the notice of availability of request for qualifications and proposals that has been posted on the Borough of Stone Harbor website and with the contents of this document. The failure of omission of any perspective contractor to receive or examine either document shall in no way relieve any prospective contractor from any obligation with respect to the proposal submitted.

IX. Investigation of Qualifications. The Borough of Stone Harbor will make such investigations as it deems necessary to determine the responsibility of the perspective contractor and the perspective contractor shall furnish the Borough of Stone Harbor all such information as may be requested by the Borough of Stone Harbor notwithstanding the fact that the release of such information to the Borough of Stone Harbor may result in the disqualification of the perspective contractor and the proposal submitted.

The Borough of Stone Harbor reserves the right to reject any proposal if the evidence submitted by, or the investigation of, such prospective contractor fails to satisfy the Borough of Stone Harbor that such prospective contractor properly is qualified to carry out the obligations of the contract for the work as provided and as described in this document.

- X. Signing of Proposal Documentation.** The qualification and proposal documentation that is submitted by the perspective contractor shall be signed by the individual or on behalf of the entity to be bound by the contract.

- XI. New Jersey Business Registration Certificate.** Business Organizations or individuals doing business in New Jersey are required to register with the Department of Treasury, Division of Revenue. Prospective Contractors submitting proposals shall submit a copy of their business registration certificate to the Borough of Stone Harbor at the time that the proposal is submitted to the Borough. See NJSA 52:32-44b(1). Failure to comply with this paragraph shall result in disqualification of the prospective contractor.

- XII. Miscellaneous.**
 - A. All contracts awarded by the Borough of Stone Harbor shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.

 - B. If awarded a contract, you or your company/firm shall be required to comply with the requirements of NJSA 10:5-31 et seq and NJAC 17:27 (EEO in Public Contracts)

 - C. For additional information contact:

Jill Gougher, Business Administrator
Borough of Stone Harbor
9508 Second Avenue
Stone Harbor NJ 08247
(609)368-5102.

BIDDER'S CHECKLIST

The following checklist is provided for each bidder to check off documents submitted with their bid:

- A. **Stockholder Disclosure Statement** - properly notarized listing stockholders or partners owning ten percent (10%) or more of corporation or partnership stock **(Required)**

- B. **Non Collusion Affidavit properly notarized. (Required)**

- C. **New Jersey Business Registration Certificate (BRC) (Required)**

- D. **Affirmative Action Evidence (Required)**

- E. **W-9 Form (Required)**

- F. **Acknowledgement of Receipt of Addenda (Required)**

- G. **Right to extend time for Award (Required)**

- H. **Professional Animal Control Services Proposal (Required)**

- I. **Authorized Signatures on all forms**

STATEMENT OF OWNERSHIP

No bid will be considered unless this form is completed and is submitted with the bid. The laws of New Jersey (N.J.S. 52:25-24.2) prohibit the award of a contract if you fail to comply with this requirement.

- CHECK THIS BOX if the bidder is a business owned by one person, and is not a corporation or partnership. Insert name and address of owner below at (A)
- CHECK THIS BOX if the bidder is a partnership owned by two or more persons, and is not a corporation. Insert name and address of each owner of 10% or more interest in the partnership below at (A), (B), Etc.
- CHECK THIS BOX if the bidder is a corporation. Insert name and address of each owner of 10% or more of the corporate stock below at (A), (B), etc and give the state of the incorporation.

	% of Ownership
A. Name _____	_____
Address _____	
B. Name _____	_____
Address _____	
C. Name _____	_____
Address _____	
D. Name _____	_____
Address _____	
E. Name _____	_____
Address _____	
F. Name _____	_____
Address _____	

INCORPORATED IN THE STATE OF _____

Signature

Title

Name: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }
 }
 } SS:
COUNTY OF }

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

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

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding got a commission, percentage, brokerage
or contingent fees, except bona fide employees or bona fide established commercial or selling
agencies maintained by _____ (N.J.S.A. 52:34-15)

(Name of Contractor)

Subscribed and sworn to me on this _____ day _____

(Type or Print Name of Affiant under Signature)

Of _____, 20_____,

Notary Public

My Commission Expires: _____

BUSINESS REGISTRATION OF PUBLIC CONTRACTORS

ALL GOVERNMENT CONTRACTING UNITS IN New Jersey have received new responsibilities under the recently enacted P.L. 2004, c.57. Starting September 1, 2004 all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof that registration to the contracting agency before the contracting agency may enter into a contract with the business.

The purpose of contractor registration (which is separate from the requirements of the Public Works Contractor Registration Act) is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales and use, and other taxes. While sales and use taxes are not paid on government contracts, the requirement to register to obtain government contracts obligates them to comply with the law on non-government contracts. Businesses, particularly out of state businesses, competing with New Jersey based businesses often do not pay the required taxes. Thus, unregistered businesses take unfair advantage of New Jersey Businesses and deprive the State of its rightfully due taxes.

“Proof of Registration” means a copy of the organization’s “Business Registration Certificate” issued by the Division of Revenue. No other form can be substituted; it must be this form.

Contractors must obtain proof of registration from their subcontractors.

GOODS AND SERVICES CONTRACTS **(INCLUDING PURCHASE ORDERS)**

N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all Subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract: 1) The Contractor shall provide written notice to its Subcontractors to submit a proof of Business Registration to the Contractor; 2) prior to receipt of final payment from a contracting agency, a Contractor must submit to the Contracting agency an accurate list of all subcontractors or attest that non was used; 3) during the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all Subcontractors and their affiliates that they may collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and the Use Tax Act, (N.J.S.A. 54:32B-1 et seq) on all sales of tangible personal property delivered into this State.

A Contractor, Subcontractor or Supplier who fails to provide proof of Business registration or provides false Business Registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each Business Registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292.

CONSTRUCTION CONTRACTS ***(INCLUDING PUBLIC WORKS RELATED PURCHASE ORDERS)***

N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all Subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract:

- 1.) The Contractor shall provide written notice to its Subcontractors and Suppliers to submit proof of Business Registration to Contractor.
- 2.) Subcontractors through all tiers of project must provide written notice to their Subcontractors and Suppliers to submit proof of Business Registration and Subcontractors shall collect such proofs of Business Registration and maintain them on file;
- 3.) Prior to receipt of final payment from a contracting agency, a Contractor must submit to the contacting agency an accurate list of all Subcontractors and Suppliers or attest that non was used; and,
- 4.) during the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all Subcontractors and their affiliates that they must collect and remit, to the Director of New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Contractor, Subcontractor or Supplier who fails to provide proof of Business Registration or provides false Business Registration information shall be liable to a penalty if \$25.00 for each day of violation not to exceed \$50,000 for each Business Registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609)292-9292

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

During the performance of this Contract, the Contractor agrees as follows:

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

The Contractor or Subcontractor, where applicable will, in all solicitation 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, marital status, affectional or sexual orientation or sex.

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

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

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

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

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

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

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

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

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

**BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda issued by the Borough:

<i>Addendum Number</i>	<i>Dated</i>	<i>Acknowledgement Receipt (Initial)</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ No Addenda Received

Acknowledgment for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Dated: _____

**BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

RIGHT TO EXTEND TIME FOR AWARD

The Borough of Stone Harbor is required by the Local Public Contracts Law, 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the Borough of Stone Harbor require an additional thirty (30) days extension to make an award of this bid, by signing this document you shall grant the Borough of Stone Harbor the right to extend this award up to ninety (90) days, if deemed necessary.

SIGNED: _____
(SIGNATURE)

TITLE: _____
(PRINTED OR TYPED)

COMPANY: _____

DATE: _____

TYPE OF PRODUCT OR SERVICE OFFERED:

INDEMNIFICATION:

Contractor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands rising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's Contract.

INSURANCE:

Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

Contractor shall be required to name the Municipality as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Municipality with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Municipality with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Municipality as an "Additional Insured".

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

SCHEDULE "A"

Schedule of Insurance

Notwithstanding the indemnification of defense obligations of ("Contractor"), the Contractor shall provide at its own cost and expense proof of the following insurance to the "Borough".

A. Workers' Compensation

Statutory coverage and limits in compliance with the Workers' Compensation Law of The State of New Jersey.

B. General Liability Including Products and Completed Operations

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (1,000,000.00) dollars with a minimum annual aggregate of two million (\$2,000,000.00) dollars.

C. Automobile Liability Insurance

With a minimum combined single limit of liability per accident of one million (\$1,000,000.00) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired and non-owned automobiles.

D. Errors and Omissions/Professional Liability

A minimum limit of liability of one million (\$1,000,000.00) dollars per incident and in the annual aggregate. Failure by the Contractor to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this Contract. The insurance company from the above coverage must be licensed by the State of New Jersey and acceptable to the "Borough". The "Contractor" shall take no action to cancel or materially change any of the insurance required under this Contract without the "Borough's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.

BID PROPOSAL FORM
PROFESSIONAL ANIMAL CONTROL SERVICES
BOROUGH OF STONE HARBOR, CAPE MAY COUNTY, NEW JERSEY

Bid Year 2015

\$ _____

Vendor Name: _____

Address: _____

Phone: _____

Signature of Authorized Agent

Date

REQUEST FOR PROPOSALS
PROFESSIONAL ANIMAL CONTROL SERVICES
BOROUGH OF STONE HARBOR, CAPE MAY COUNTY, NEW JERSEY

Sealed proposals for Professional Animal Control Services within the borders of the Borough of Stone Harbor, New Jersey will be received by the Borough Clerk at 1:00 p.m. on Tuesday, November 25, 2014 at which time they will be opened and read aloud.

The term of the Contract will be one (1) year (2015)

Each bidder shall supply with his, her or its bid a certified check, cashier's check and/or cash in the amount of 10% of the bid, which will be applied to the proposed Bid Year 2015 payment. However, in the event the successful bidder fails to execute an Agreement with the Borough and deliver a copy of the required insurance as provided in the Borough's Bid Solicitation & Specifications, the deposit shall be forfeited to the Borough as liquidated damages and not as penalty.

The terms and conditions under which this Concession is being offered, and the manner and methods under which the proposed business is and shall be conducted, are set forth in the Bid Solicitation & Specifications prepared by the Borough and on file in the Office of the Borough Clerk, Borough Hall, 9508 Second Avenue, Stone Harbor, New Jersey. **Copies of the bid documents may be obtained from the Borough Clerk at 9509 Second Avenue, Stone Harbor, New Jersey or on our website at <http://www.stone-harbor.nj.us/>.**

An Agreement will be awarded to the successful bidder under the Competitive Contracting process in lieu of public bidding under the New Jersey *Local Public Contracts Law*, specifically N.J.S.A. 40A:11-4.1 j. Under this process, the Borough is able to evaluate proposals and select the Contractor based on price *plus other factors*. Such other factors are detailed in the Bid Solicitation & Specifications.

The successful bidder will be required to comply strictly with the terms and conditions set forth in the Bid Solicitation & Specifications. At the time of the submission of the bid, each bidder shall supply a list of names and addresses of all persons having a 10% or more interest in the bidding company, pursuant to the requirements of Chapter 33 of the Laws of 1977.

Bidders are required to comply with the Anti-Discrimination Laws of the State of New Jersey, in particular with the requirements of Chapter 127 of the Laws of 1975. The statutory language required by N.J.S.A. 10:2-1 and 10:5-33 are hereby incorporated in the Bid Solicitation & Specifications and the Concession Agreement with the successful bidder by reference.

The Mayor and Council reserve the right to accept or reject any and/or all bids and reserve the right to waive any informality in a bid.

Bids must be enclosed in a sealed envelope bearing the name and address of the bidder marked "Bid for Professional Animal Control Services" and addressed to **Ms. Suzanne Stanford, Clerk, Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey 08247.**

By Order of the Borough of Stone Harbor
Suzanne C. Stanford, Borough Clerk

Dated: November 4, 2014