



PROVISION OF ANIMAL CONTROL SERVICES  
PROPOSAL-2025-145

**Township of Toms River**

33 Washington Street

Toms River, NJ 08753

RELEASE DATE: December 23, 2024

RESPONSE DEADLINE: January 14, 2025, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/tomsrivertownship>

Township of Toms River  
PROVISION OF ANIMAL CONTROL SERVICES

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## 1. NOTICE TO BIDDERS

**NOTICE IS HEREBY GIVEN** that sealed bids for the PROVISION OF ANIMAL CONTROL SERVICES AS REQUIRED BY THE TOWNSHIP OF TOMS RIVER, will be received by the Purchasing Agent of the Township on **Tuesday, January 14, 2025 at 10:00 am**, prevailing time.

Bids will be received electronically via the [Township's OpenGov Bid Portal](#)

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Township Council of Toms River.

Signed:

**CASSIE CAPPARELLI, QPA, RPPO**

**QUALIFIED PURCHASING AGENT**

## 2. INTRODUCTION

### 2.1. Summary

It is the intent of the Township of Toms River to enter into a contract for the within services through the use of Competitive Contracting, pursuant to N.J.S.A. 40A:11-1, et seq. Proposals shall be reviewed by an evaluation committee of qualified Township personnel.

### 2.2. Contact Information

For further information regarding these specifications, contact

**CASSIE CAPPARELLI**

QUALIFIED PURCHASING AGENT

Email: [ccapparelli@tomsrivertownship.com](mailto:ccapparelli@tomsrivertownship.com)

Phone:  [\(732\) 341-1000](tel:(732)341-1000) Ext: 8202

**Department:**

ADMINISTRATION

**Department Head:**

JONATHAN SALONIS

ADMINISTRATOR

### 2.3. Timeline

<b>ADVERTISEMENT DATE</b>	December 23, 2024
<b>SUBMISSION DUE DATE</b>	January 14, 2025, 10:00am  Township of Toms River Municipal Complex 33 Washington Street Toms River, NJ 08753  L. Manuel Hirshblond Meeting Room, Second Floor
<b>ANTICIPATED DATE OF AWARD</b>	February 12, 2025

### **3. INSTRUCTIONS FOR E-PROCUREMENT**

#### **3.1. INSTRUCTIONS FOR E-PROCUREMENT**

The Township is accepting electronic bid submissions with OPENGOV by following these instructions:

Sign up for a FREE account at <https://procurement.opengov.com/portal/tomsrivertownship>

Click on the solicitation of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

NOTE: The Township's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the OPENGOV bid submission page.

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## 4. BID SUBMISSIONS

### 4.1. GENERAL INFORMATION

The vendor shall guarantee any and/or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor.

If the vendor who is awarded a contract shall fail to furnish and delivery the supplies or any item thereof, within the time specified and allowed, the Township may cancel those supplies which are not furnished and delivered and may also cancel the remainder of the order and may deduct and retain out of the monies due, or which may become due to such person or firm from the Township, such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Township may or shall be obligated to pay to procure such supplies from other parties, and in addition, usual damages for breach of contract.

***The Township reserves the right to purchase the item(s) and/or service(s) bid herein from any of the below:***

- New Jersey State Contracts
- County of Ocean Cooperative Contracts
- Stafford Township Cooperative Pricing System
- Toms River Regional Schools-Board of Education
- County of Somerset Cooperative Pricing System
- County of Bergen Cooperative Pricing System
- Educational Services Commission of New Jersey (ESCNJ) Cooperative
- County of Morris Cooperative Pricing System

### 4.2. BID SUBMITTAL/WITHDRAWAL

All bids shall be submitted electronically through the Township's electronic procurement portal by the date and time stipulated in the Notice to Bidders.

Bids submitted prior to the date and time of opening may be withdrawn, modified or resubmitted, upon written application to the Division of Purchasing. Once bids are opened, they shall remain firm for a period of sixty (60) days.

Bidders are cautioned when receiving bids through a third-party, as they may not be complete.

### 4.3. PRICING CERTIFICATION

The Pricing Certification Form is required to be submitted with all bids. This shall be signed by an authorized representative and shall be deemed a fatal defect if not properly submitted.

All pricing shall be entered on the Bid Table(s), which is part of this solicitation.

#### 4.4. PAY-TO-PLAY REQUIREMENTS

Effective January 2007, N.J.S.A. 19:44A-20.27 established a disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

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## 5. GENERAL INFORMATION

### 5.1. BIDS AND FORMS

There are two (2) mandatory forms required as part of the pricing: (1) Bid Table and the (2) Pricing Certification (located in the Vendor Questionnaire). Pricing submitted through any other means, besides the Bid Table, shall not be accepted and shall be cause for rejection. The Pricing Certification certifies the pricing provided in the Bid Table.

### 5.2. INTERPRETATIONS AND ADDENDA

Any bidder requesting interpretation of the specifications should do so in writing to the Qualified Purchasing Agent via email at [purchasing@tomsrivertownship.com](mailto:purchasing@tomsrivertownship.com) or fax to 732-736-0314, dated at least five (5) days before the established date for bid opening. If necessary, the Township will arrange an addendum, which shall become part of the contract. Prior to the opening of the bids, a copy of these addenda shall be posted on the Township's e-procurement portal.

No oral interpretation shall be given to any prospective bidder.

Pursuant to N.J.S.A. 40A:11-23.2, bidders shall acknowledge receipt of addenda through the OPENGOV software. In the event that the bidder does not acknowledge receipt of any or all addenda, the bid shall be rejected.

### 5.3. FORM OF CONTRACT

It is understood that the bid specifications, the bid submittal and the resolution adopted by the Toms River Township Council accepting the bid, shall collectively constitute a binding contract between the Township and the successful bidder.

Government entities are not private business/consumer clients; therefore, separate company agreements are not honored unless they are submitted with the bid and approved by the Township Attorney. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

### 5.4. BRAND NAMES AND EQUIVALENT PRODUCTS

All items bid shall conform to the written descriptions and specifications. Specific manufacturers, models and brand names may be mentioned in these specifications to establish the level of quality sought by the Township of Toms River. Manufacturers, models and items of equivalent or greater quality may be substituted and so noted, in writing, on the applicable exception sheets. The Township reserves the right to request a sample of any substitutions being bid, prior to award of contract. Failure to change the descriptions as above will be interpreted to mean that the bidder intends to furnish the particular make of article called for in the specifications, and the Township will insist upon delivery of the specified item. Substitutions will not be permitted after bids have been opened and accepted by the Township.

If the "brand name or equivalent" is used and a bidder proposes an equivalent, the burden rests with the bidder to demonstrate equivalency through the submission of documentation. Mere submission of company or product literature is unacceptable and can be used as a basis for rejection of the claim of equivalence and the bid.

All decisions as to the quality of the products shall be made by the Township and such decisions shall be final.

In the case of rejected materials, the vendor shall be responsible for return freight charges.



### 5.5. PERMITS

The bidder shall be responsible to secure all permits, licenses and bonds, and shall pay all necessary fees required in the performance of the work. The bidder shall fully inform themselves as to the cost of all necessary permits, licenses and bonds, and shall include the cost in the unit prices bid for the work, unless directed differently in the Detail Specifications.

### 5.6. MATERIALS TO BE BID IN PLACE

Unless otherwise specified, the price bid for each of the items listed on the bid shall be for the material in place. Any and all work necessary to construct, erect or place such materials in the work shall be estimated and included in the cost of each item.

### 5.7. AWARD OF CONTRACT

The contract period shall be defined in the Detail Specifications. Pursuant to N.J.A.C. 5:30-5.1 et seq, any contract resulting from this bid shall be subject to the availability of funds annually. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

The contracting unit shall award the contract or reject all bids within no more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. When the bid specifications state that the execution of the contract shall be subject to prior approval by a Federal or State agency or department, the contract shall be awarded or all bids rejected within five (5) days after the approval by such Federal or State agency or department.

The award of contract shall not be made unless the necessary funds have been certified by the Township Chief Financial Officer (CFO), in a lawful manner.

### 5.8. REJECTION OF BIDS

The Township reserves the right to reject any or all bids, in whole or in part, if not in compliance with the bid specifications.

Pursuant to N.J.S.A. 40A:11-13.2, the Township may reject all bids for any of the following reasons:

- A. The lowest bid substantially exceeds the cost estimates for the goods or services
- B. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services
- C. The governing body of the contracting unit decides to abandon the project for the provision or performance of the goods or services
- D. The contracting unit wants to substantially revise the specifications for the goods or services
- E. The purposes or provisions or both of P.L. 1971, c.198 (C.40A:11-1 et seq) are being violated
- F. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L. 1971, c.198 (C.40A:11-12)

Multiple bids: More than one (1) bid submitted from an individual, a firm or partnership, a corporation or association or principals under the same or different names, shall not be considered.

Unbalanced bids: Bids which are obviously unbalanced may be rejected at the option of the Township.

#### 5.9. TIE BIDS

Pursuant to the Local Public Contracts Law N.J.S.A. 40A:11-6.1(d), whenever two (2) or more responses to a request for bid offer equal prices and are the lowest responsible bids, the Township may award the contract to the vendor whose response, in the discretion of the Township, is the most advantageous, price and other factors considered. The resolution of award shall explain why the vendor selected is the most advantageous.

#### 5.10. WORKERS AND COMMUNITY RIGHT TO KNOW ACT

Pursuant to N.J.S.A. 34:5A-1 et seq., the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes 2051 substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, each bidder shall furnish the Township of Toms River a "Material Safety Data Sheet" for each product they supply the Township, which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). These Material Safety Data Sheets shall be submitted to the Township of Toms River by the successful bidder upon execution of their contract.

The Township of Toms River requires that a current copy of the applicable Material Safety Data Sheet be *supplied with the delivery of each product* to the appropriate Township "ordering" department.

Furthermore, under the provisions of N.J.A.C. 8:59-5, each product shall have the CAS# listed on and an ingredients label affixed or stenciled onto any container that contains such substances and is being supplied to any department of the Township of Toms River.

All "outside cleaning contractors" shall supply the applicable "MSDS" sheets for the products they are using in the performance of their contract with the Township of Toms River.

#### 5.11. EMERGENT MATERIALS, SUPPLIES AND EQUIPMENT

The Township of Toms River reserves the right to require any and all of the successful bidders to both quote and timely deliver, any emergent materials, supplies, equipment, etc. which are consistent with the items listed but not specifically set forth in this document during the period of performance (term of this agreement/contract). Emergent requirements include, but are not limited to, those currently undefined, unanticipated and otherwise non-routine requirements which could not have been anticipated in this solicitation.

#### 5.12. TRANSITIONAL PERIOD

Pursuant to N.J.S.A. 40A:11-14, all contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the LPCL, except that a contract may be extended by mutual agreement of the parties to the contract when a contracting unit has commenced rebidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires.

#### 5.13. INSURANCE REQUIREMENTS

Certificates of Liability and Worker's Compensation insurance satisfactory to the Township of Toms River shall be filed with the Division of Purchasing, prior to award.

All of the vendor's insurance coverages shall contain a clause indemnifying and saving harmless the Township of Toms River, and their agents from any and all liability of whatever nature arising from the

work to be performed under the contract, including attorney's fees and costs in connection with the defense of such claims. The Certificate of Insurance furnished by the vendor shall state specifically that the above indemnification is guaranteed by the policy. Such statement, if not included in the body of the policy, shall be typed on the face or back of the certificate.

The vendor shall maintain all coverages submitted prior to award of contract for the whole duration. The Certificate of Insurance shall name the Township the Certificate Holder and as an additional insured on a primary and non-contributory basis.

**MINIMUM REQUIREMENTS TO BE CARRIED BY THE VENDOR:**

Comprehensive General Liability: Limits shall be a minimum of \$1,000,000.00 bodily injury and property damage, per occurrence/\$2,000,000.00 aggregate.

Comprehensive Automobile Liability: Limits shall be a minimum of \$1,000,000.00 bodily injury and property damage, per occurrence/\$2,000,000.00 aggregate. The Certificate shall cover (a) Hired Vehicles and (b) Non-owned Vehicles.

Worker's Compensation & Employer's Liability: The vendor shall carry adequate worker's compensation insurance for all employees employed in connection with the work and any work in sublet. The vendor shall require each subcontractor to provide the same for their employees, unless such employees are covered by the protection afforded by the vendor's insurance.

*Coverage A shall be New Jersey Statutory*

*Coverage B (Employer's Liability) shall be unlimited as per New Jersey Workmen's Compensation Law*

Professional Liability: Limits shall be \$1,000,000 per occurrence.

**Proof of insurance is required to be submitted prior to award of contract.**

**5.14. INDEMNIFICATION**

The successful bidder shall indemnify and save the Township of Toms River harmless from and against all suits, claims, actions or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective materials, furnished and delivered under the contract to be awarded hereunder or by or on account of any act of omission or commission of any contractor, his, its, or their agents or employees and in case any such action shall be brought against the Township of Toms River, the contractor shall immediately take charge of and defend same at his, its, or their own cost and expense. The Township may, if it so desires, defend such action and charge the expense of same to the contractor.

**5.15. MULTI-YEAR CONTRACTS**

In accordance with the Local Public Contracts Law, any multi-year contracts awarded shall be subject to the availability and appropriation of sufficient funds on an annual basis.

If funds are not available for the continuance of any goods provided or services performed, whether in whole or in part, the Township shall terminate the contract at the end of the fiscal year.

**5.16. PRICING**

All pricing submitted shall be net and inclusive of all charges for packing, crating, containers, etc. The price(s) bid shall be net, F.O.B. destination, firm and not subject to any increases during the term of the

contract, including fuel surcharges. A new contract shall be solicited if any price escalations or surcharges are imposed, and the current contract shall be considered void.

Additional charges shall not be accepted by the Township when partial shipments are made at the vendor's convenience.

In the event of a price decrease during the contract period, the Township of Toms River shall receive the benefit of such price reduction. The Division of Purchasing shall be notified, in writing, of any price reductions within five (5) business days of the effective date. Written notification shall be sent to [purchasing@tomsrivertownship.com](mailto:purchasing@tomsrivertownship.com).

***Failure to report price reductions shall result in cancellation of the contract for cause.***

#### 5.17. ESTIMATED QUANTITIES (OPEN-ENDED CONTRACTS)

The Township has attempted to estimate the approximate amounts of each item bid to cover its requirements; however, past experience shows that the final quantity may be different than originally bid. The Township reserves the right to increase or decrease quantities pursuant to N.J.A.C. 5:30-11.2. No minimum purchase is guaranteed.

#### 5.18. TAX EXEMPT

The Township is exempt from any local, state or federal sales, use or excise tax. The Township will not pay for N.J. State Sales and Use Tax that are included in any invoices. Exemption Certificates shall be furnished by the Division of Purchasing, upon request.

#### 5.19. PAYMENT

Payment shall be made after a properly executed Purchase Order and invoice have been received. All payments shall be placed on the bill list and publicly approved by the Township Council at regular Township Council meetings. All payment vouchers/invoices approved at each meeting are paid by checks which are mailed Friday directly after the meeting. Under no circumstances may checks be picked up by the vendor/contractor.

In order for a payment voucher to be placed on said meetings for approval, they must be submitted fully executed by the vendor/contractor to the appropriate Township department, be signed by all the appropriate Township officials and be presented to the Finance Office no later than 4:30p.m., twelve (12) calendar days immediately prior to the actual meeting.

This means that the Township cannot process payment without the certification on the payment voucher that the goods have been received or the services performed. Further, the Township will not accept any delivery of goods or services 'C.O.D.'. There are no exceptions to these procedural requirements.

#### 5.20. PROMPT PAYMENT

The vendor has the option to provide a prompt payment discount to the Township, for invoices that are processed paid within thirty (30) days from the receipt of an invoice. The percentage offered shall not be less than 1% and shall be entered on the Price Certification form, found in the Vendor Questionnaire. The discount shall be deducted from the amount on the invoice and a new check shall be issued to the vendor.

### 5.21. PAYMENT OF INTEREST

Pursuant to N.J.S.A. 40A:11-19.1, a contracting unit shall pay interest on the amount due a business concern pursuant to a properly executed invoice, when required, if the required payment is not made on or before the required payment date.

Unless otherwise provided for in the contract, the required payment date shall be sixty (60) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be sixty (60) calendar days from the receipt of a properly executed invoice, or sixty (60) days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services are rendered.

### 5.22. CHALLENGES

Any challenge of the bid specifications shall be addressed to the Qualified Purchasing Agent, at purchasing@tomsrivertownship.com, no less than three (3) business days prior to the opening of bids.

### 5.23. PATENTS

The successful bidder shall protect and save the Township of Toms River harmless from all and every demand for damages, royalties or fees on any patented invention used by it in connection with the supplies furnished under contract and it shall be the duty of the bidder (contractor), if so demanded by the Township, to furnish said Township with a proper legal release or indemnity from and against all such claims and any or all payments due under such contract may be withheld from the contractor until such release or releases are furnished, if the Township so elects.

### 5.24. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal level, the Township shall have the option to extend the contract, with same terms and conditions, for the goods or services within this contract. If the awarded vendor does not agree to provide the goods or services during this time, the Township shall have the option to purchase from any bidder on this contract.

### 5.25. FEMA FUNDED CONTRACTS

FEMA funded contracts must follow the Code of Federal Regulations 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II as follows:

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in

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Department of Labor regulations (41 C.F.R. part 60.) (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)

(4) Compliance with the Copeland “Anti-Kickback” Act (18 U. S. C. 874, 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subgrants for construction or repair.)

(5) Compliance with the Davis- Bacon Act (40 U. S. C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5) (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

(6) Where applicable (see 40 U.S.C. 3701) all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U. S. C. 3702 and 3704 as supplemented by Department of Labor regulations (29 CFR Part 5.)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) For all contract in excess of \$150,000, compliance with all applicable standards, orders, or requirements of the Clean Air Act (42 U. S. C. 7401-7671q) Federal Water Pollution Control Act as amended (33 U. S. C. 1251-1387. Violations must be reported to FEMA regional office of Environmental Protection Agency (Contracts, subcontracts, and subgrants of amounts in excess of \$150,000)

(13) Mandatory standards and policies must comply with Section 6002 of the Solid Waste Disposal Act, (Pub. L. No. 89-272 (1965) codified as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the New Jersey Office of the State Comptroller pursuant to N.J.S.A. 52:15C-14(d). The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

#### 5.26. RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

Where applicable, the provisions set forth in this Rider apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

### **I. PROCUREMENT OF RECOVERED MATERIALS**

To the extent that the scope of work or bid specifications in the contract requires the contractor to provide any of the following items, this Rider shall modify and supersede the terms of the scope of work or specifications.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

A . Designated items are those set forth in 40 CFR 247 subpart 8, as may be amended from time to time, including:

1. Paper and paper products listed in 40 C.F.R 247.10;
2. Certain vehicular products as listed in 40 CFR 247.11;
3. Certain construction products listed in 40 C.F.R. 247.12;
4. Certain transportation products listed in 40 C.F.R. 247.13;
5. Certain park and recreation products, 40 C.F.R. 247.14;
6. Certain landscaping products listed in 40 C.F.R. 247.15;
7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
8. Other miscellaneous products listed in 40 C.F.R. 247.17.

B. As defined in 40 CFR 247.3, "recovered material" means:

1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and

2. for purposes of purchasing paper and paper products. means waste material and by products that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:

a. Postconsumer materials such as -

i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and

ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and

b. Manufacturing, forest residues, and other wastes such as -

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- i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
  - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
  - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, inters, bagasse, slash, and other forest residues;
  - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
  - v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this section of the Rider, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

## **II. EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply



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to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information,

(4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not

demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **III. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### **IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 u.s.c. 3701-3708**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **V. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **VI. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q. AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387. AS AMENDED**

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **VII. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **VIII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors that apply or bid for an award exceeding \$ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **APPENDIX II TO PART 200 8/25/21**

**IX. Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**X. All contracts in excess of \$10,000** must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

#### **XI. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**XII. § 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**XIII. §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

**XIV. Copeland Anti-Kickback Provision 40 U.S.C. 3145**

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**This Rider consists of (3) Pages and (14) Articles and is hereby incorporated into any issued Purchase Order or Contract as applicable by title of this document.**

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## 6. STATUTORY AND OTHER REQUIREMENTS

### 6.1. AFFIRMATIVE ACTION/EEO

Each 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:

- A. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter shall be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- B. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C.17:27 et seq. The vendor shall provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- C. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

### 6.2. STATEMENT OF OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, no corporation or partnership 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, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

Non-profit organizations shall provide their name, check the box for non-profit and sign the form.

### 6.3. NON-COLLUSION AFFIDAVIT

Pursuant to N.J.A.C. 5:37-5.7, to ensure that the bidder has not participated in any collusion, directly or indirectly, with any other bidder or public entity representative, or otherwise taken any action in restraint of free and competitive bidder, all bidders shall properly execute and submit the attached Non-Collusion Affidavit with the bid. The Affidavit required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity. Failure to provide same with bid submission shall result in rejection of the bid.

#### 6.4. IRAN DISCLOSURE

P.L. 2022, c. 3 prohibits the award, renewal, amendment or extension of State and Local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State or Local public contracts for goods or services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.

#### 6.5. BUSINESS REGISTRATION CERTIFICATE

While the inclusion of a copy of a Business Registration Certificate is not mandatory with the bid submission, all contractors and subcontractors are required to have obtained the Business Registration Certificate prior to the award of contract, pursuant to P.L. 2004, c.57-N.J.S.A. 52:32-44 et seq., as amended by P.L. 2009, c.315 effective January 18, 2010.

Failure to have obtained the Business Registration Certificate from the State of New Jersey, Department of the Treasury, Division of Revenue under this act, prior to award of contract is a material defect and is not curable.

The Township will require a copy of the Business Registration Certificate from the successful bidder and any applicable subcontractors, prior to the time a contract, purchase order or other contracting document is awarded.

#### 6.6. AMERICANS WITH DISABILITIES ACT

The Contractor and the Township do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Township, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Township 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 provision of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

#### 6.7. ANTI-DISCRIMINATION

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There shall be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract shall be canceled or terminated by the contracting public agency, and all money due or to become due hereunder shall be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).



## 6.8. ANNUAL POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENT

Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission setting forth all such contributions made by the business entity during the twelve (12) months prior to the reporting deadline, as required by N.J.S.A. 19:44A-20.27.

## 6.9. PREVAILING WAGE

Attention is called specifically to the requirements of N.J.S.A. 34:11-56.25 et seq., revised statutes, providing, as a condition of this Contract, the establishment of an eight (8) hour working day for laborers, workmen and mechanics and requiring payment of prevailing rates of wages.

Bidders are required to comply with the requirements of NJAC 17:27 and N.J.S.A. 52:25-24.2.

If required in this project, the Contractor shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963 as amended through May 21, 1990, setting forth requirements for the payment of prevailing wages and for the proper documentation of such payments where the project construction, reconstruction, demolition, alteration or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of funds of the Township, except work performed under a rehabilitation program.

Copies of the Act (P.L. 1963, c.150) and of the New Jersey Department of Labor and Workforce Development and Industry Wage Rate Determination for each project are available in the office of the Purchasing Agent and may be inspected during regular business hours.

The public works employers shall submit to the Township which contracted for the public works project the following:

1. A certified payroll record on each public works project. Such record(s) shall be submitted each payroll period within ten (10) days of the payment of wages.

The Township shall receive, file, store and make available the certified payroll records for inspection during normal business hours. In its discretion, it may store these records at any depository, such as a public library or other public building, so long as such documents are available for inspection during normal business hours.

- A. Workers shall be paid no less than such prevailing wage rate;

2. In the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises, may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

*“The Public Works Contractor Registration Act” (P.L.1999, c.238): Bidders on contracts which are subject to the “New Jersey Prevailing Wage Act”, P.L.1963, c.150 (C.34:11-56.25, et seq.) are also*

*subject to “The Public Works Contractor Registration Act” (P.L.1999, c.238) which became effective April 11, 2000 for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein, except that, for the purposes of the act, no pumping station, treatment plant or other facility associated with utility or environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or public institution.*

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## 7. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative 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 Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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## 8. **DETAIL SPECIFICATIONS**

### 8.1. INTENT

The purpose of this proposal is to provide prospective proposers with the Township's requirements for the Provision of Animal Control Services.

### 8.2. SCOPE OF WORK

The Township is seeking an experienced company to provide the below services, not exclusive to:

- Impoundment of Domestic Animals
  - Rabies Quarantine
  - Stray Cat Removal
  - Dogs running at large
  - Stray Dogs
  - Abandoned Animals
  - Vicious/Dangerous Dogs
- Transportation of Domestic Animals to a designated holding facility
  - Must be in accordance with N.J.S.A. Title 4
- Dead Wildlife on Township Property
- Capture and Removal of Sick or Injured Wildlife
- Provision of Animal Cruelty Investigations
- Provision of Monthly Reports of all Services Provided
- Enforcement of all Township Ordinances, inclusive or attendance at judicial proceedings, when required

### 8.3. RESPONSE TIME

The awarded company shall respond within one (1) hour during normal business hours.

- 8:30am - 4:30pm

The awarded company shall respond within two (2) hours after hours.

- 4:31pm - 8:29am

### 8.4. SUBMISSION REQUIREMENTS

All companies shall provide the below, at minimum, with their submission:

- Three (3) professional references
- Copies of all Professional Licenses required to perform this contract

- 
- Executive Summary/Background Information of the company
    - List and Experience with Government Contracts
  - Names and Resumes of all Animal Control Officers that would be assigned to the Township under this contract
  - Current Rates and Fees shall be provided in the Bid Table
    - Documentation for any services and fees not listed in the Bid Table shall be provided in the Vendor Questionnaire
  - List of any judgments/claims against the company
  - List of animal holding facilities available to the Township
    - When applicable, animals shall be transported to the Township Animal Shelter or Various Ocean County Facilities

#### 8.5. EVALUATION CRITERIA

- A. Technical - Demonstration of the Scope of Work
  - 1. 30%
- B. Management - Experience Performing Similar Services and Experience of Personnel
  - 1. 50%
- C. Cost - Evaluation of all Rates and Fees Provided
  - 1. 20%

#### 8.6. CONTRACT PERIOD

The contract shall commence the Date of Award for a period of twenty-four (24) consecutive months.

#### 8.7. METHOD OF AWARD

The method of award shall be based on the most advantageous company, based on technical specifications, management experience and cost.

## 9. VENDOR QUESTIONNAIRE

FAILURE TO SUBMIT MANDATORY DOCUMENTS SHALL BE CAUSE FOR REJECTION. OTHER FORMS ARE NOT REQUIRED AT THE TIME OF BID SUBMISSION BUT SHALL BE REQUIRED PRIOR TO THE AWARD OF CONTRACT. BIDDERS ARE STRONGLY URGED TO SUBMIT ALL FORMS WITH THEIR BID SUBMISSION.

### 9.1. [PRICE CERTIFICATION\\*](#)

PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

**NOTE: THIS IS MANDATORY; FAILURE TO SIGN SHALL BE CAUSE FOR REJECTION**

- [PRICE\\_CERTIFICATION.pdf](#)

\*Response required

### 9.2. [CORPORATE RESOLUTION](#)

PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

**NOTE: THIS IS MANDATORY**

- [CORPORATE\\_RESO.pdf](#)

### 9.3. [MANDATORY AFFIRMATIVE ACTION\\*](#)

PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

**NOTE: THIS IS MANDATORY**

- [MANDATORY\\_EQUAL\\_EMPLOYMENT\\_...](#)

\*Response required

### 9.4. [ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA\\*](#)

PLEASE DOWNLOAD THE BELOW DOCUMENTS, COMPLETE AND UPLOAD.

**NOTE: THIS IS MANDATORY; FAILURE TO SIGN SHALL BE CAUSE FOR REJECTION**

- [RECEIPT\\_OF\\_ADDENDA.pdf](#)

\*Response required

### 9.5. [STATEMENT OF OWNERSHIP\\*](#)

PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

**NOTE: THIS IS MANDATORY**

- [STATEMENT\\_OF\\_OWNERSHIP\\_DISC...](#)

\*Response required

### 9.6. [NON-COLLUSION AFFIDAVIT\\*](#)

PLEASE DOWNLOAD THE BELOW DOCUMENTS, COMPLETE AND UPLOAD.

**NOTE: THIS IS MANDATORY**

- [NON COLLUSION AFFIDAVIT.pdf](#)

\*Response required

#### 9.7. [EXCEPTIONS SHEET\\*](#)

PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

**NOTE: THIS IS MANDATORY; PLEASE LIST ANY EQUIVALENT PRODUCTS HERE OR CHECK "NO EXCEPTIONS"**

- [EXCEPTIONS.pdf](#)

\*Response required

#### 9.8. [IRAN DISCLOSURE](#)

PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

**NOTE: THIS IS REQUIRED PRIOR TO AWARD OF CONTRACT, BUT BIDDERS ARE STRONGLY URGED TO INCLUDE WITH THEIR BID SUBMISSION**

- [IRAN\\_DISCLOSURE\\_FORM.docx](#)

#### 9.9. [ADA COMPLIANCE](#)

PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

**NOTE: THIS IS REQUIRED PRIOR TO AWARD OF CONTRACT, BUT BIDDERS ARE STRONGLY URGED TO INCLUDE WITH THEIR BID SUBMISSION**

- [ADA\\_COMPLIANCE\\_FORM.pdf](#)

#### 9.10. [BUSINESS REGISTRATION CERTIFICATE](#)

PLEASE UPLOAD A COPY OF YOUR BUSINESS REGISTRATION CERTIFICATE. NOTE: APPLICATION MUST BE DONE BY BID OPENING.

**NOTE: THIS IS REQUIRED PRIOR TO AWARD OF CONTRACT, BUT BIDDERS ARE STRONGLY URGED TO INCLUDE WITH THEIR BID SUBMISSION**

#### 9.11. [W-9](#)

PLEASE UPLOAD A COPY OF YOUR W-9.

**NOTE: THIS IS REQUIRED PRIOR TO AWARD OF CONTRACT, BUT BIDDERS ARE STRONGLY URGED TO INCLUDE WITH THEIR BID SUBMISSION**

#### 9.12. [CERTIFICATE OF INSURANCE](#)

PLEASE UPLOAD A COPY OF YOUR CERTIFICATE NAMING THE TOWNSHIP AS THE CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

**NOTE: THIS IS REQUIRED PRIOR TO AWARD OF CONTRACT, BUT BIDDERS ARE STRONGLY URGED TO INCLUDE WITH THEIR BID SUBMISSION**

#### 9.13. [AFFIRMATIVE ACTION/AA302/EMPLOYEE INFORMATION REPORT](#)

PLEASE UPLOAD YOUR AA302 AND COPY OF THE CHECK OR EMPLOYEE INFORMATION REPORT CERTIFICATE.



**NOTE: THIS IS REQUIRED PRIOR TO AWARD OF CONTRACT, BUT BIDDERS ARE STRONGLY URGED TO INCLUDE WITH THEIR BID SUBMISSION; AN AA302 SHALL ONLY BE ACCEPTED IF THE VENDOR HAS NEVER BEEN AWARDED A CONTRACT WITH THE TOWNSHIP.**

9.14. [FEDERAL TRANSIT ADMINISTRATION \(FTA\) LOBBYING CERTIFICATION](#)  
PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

**NOTE: THIS IS REQUIRED PRIOR TO AWARD OF CONTRACT, BUT BIDDERS ARE STRONGLY URGED TO INCLUDE WITH THEIR BID SUBMISSION**

- [FTA LOBBYING.pdf](#)

9.15. [DISCLOSURE OF LOBBYING ACTIVITIES \(LLL FORM\)](#)  
PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

**NOTE: THIS IS REQUIRED PRIOR TO AWARD OF CONTRACT, BUT BIDDERS ARE STRONGLY URGED TO INCLUDE WITH THEIR BID SUBMISSION**

- [DISCLOSURE OF LOBBYING.pdf](#)

9.16. [ADDITIONAL DOCUMENTATION](#)  
PLEASE UPLOAD ANY ADDITIONAL DOCUMENTATION HERE.

**NOTE: THIS IS NOT REQUIRED**

9.17. [CHECKLIST\\*](#)  
PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

- [BID CHECKLIST.pdf](#)

\*Response required

**10. BID TABLE****ANIMAL CONTROL SERVICES**

ANY ADDITIONAL SERVICES/FEEES SHALL BE PROVIDED IN THE VENDOR  
QUESTIONNAIRE

<b>Line Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Total</b>	<b>No Bid</b>
1	DOMESTIC ANIMAL IMPOUNDMENT	1	PER ANIMAL			
2	CAPTURE OF SICK/INJURED WILDLIFE	1	PER ANIMAL			
3	RABIES TEST	1	PER ANIMAL			
4	PICKUP OF DEAD WILDLIFE ON TOWNSHIP PROPERTY	1	PER ANIMAL			
5	RATE FOR ANIMAL CRUELTY INVESTIGATION	1	HOUR			
6	HOURLY RATE FOR ANY ADDITIONAL SERVICES, WITH PRIOR APPROVAL	1	HOUR			
<b>TOTAL</b>						