TOWN OF WEST NEW YORK

TOWN OF WEST NEW YORK

COUNTY OF HUDSON, STATE OF NEW JERSEY

Competitive Contracting Request for Proposal for:

"ANIMAL SHELTER SERVICES"

Opening: Tuesday September 29th 2026 at 11:30 A.M.

**TOWN OF WEST NEW YORK,
COUNTY OF HUDSON, STATE OF NEW
JERSEY**

NOTICE TO PROPOSERS

NOTICE IS HERE BY GIVEN that sealed Proposals will be received by the Board of Commissioners of the Town of West New York, County of Hudson, State of New Jersey on **September 29, 2026 at 11:30 a.m.** prevailing time in the Town Clerk's Office in the Municipal Building, 428-60th Street, Room 2, West New York, N.J. for:

"Animal Shelter Services"

The Request for Proposals (RFP) may be obtained at the Purchasing Agents Office, Municipal Building, 428-60th Street, Room 10, West New York, N.J. during regular business from 9:00 a.m. to 4:00 p.m.

Each Proposal must be enclosed in a sealed envelope bearing the name and address of the proposer, be addressed to the Town of West New York and plainly marked **"Animal Shelter Services"**

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27. Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-
20.5 et seq. The Town intends to award this service in accordance with the Competitive Contract Procedures (N.J.S.A. 40A:11-4.1 et seq.).

The Town reserves the right to reject any and all proposals and to waive any informality in the proposals, in accordance with applicable law.

Dated: September 2, 2026

By Order of the Mayor and Board of Commissioners of the Town of West New York

Adelinny Plaza, RMC
Town Clerk

The Town of West New York, NJ
Requests Proposals-Animal Shelter Services
For the Period October 1, 2026 through September 30, 2027
Proposal Due Date: Tuesday, September 29th, 2026 at 11:30 a.m.

Introduction

The Town of West New York ("Town") seeks Proposals in accordance with the Competitive Contract procedures (N.J.S.A. 40A:11-4.1 et seq.) from a licensed animal shelter service provider for a 1-year period with up to four one-year renewal terms at the discretion of the Town. The initial term of the contract for these services will be from October 1, 2026 through September 30, 2027. The contract may be extended up to four one-year extensions. The total contract term is not to exceed 5 years from date of commencement.

All candidates are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 as amended (Affirmative Action), and submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57) prior to the award of contract, but preferably with their proposal.

Questions regarding this RFP should be directed to the Town of West New York's Qualified Purchasing Agent (QPA) Veronica M Zubiaga by e-mail at vzubiaga@westnewyorknj.org.

Questions regarding this RFP must be received no later than 10 business days prior to the acceptance date. Questions received after this time period may not be considered.

Updates, amendments and/or addenda to the RFP will be issued on the Town's website no later than seven (7) business days prior to the date scheduled for the receipt of proposals. Proposers are required to acknowledge receipt of any issued updates/amendments/addenda. Failure to do so will result in rejection of your proposal. Proposers shall check the Town's website prior to completing their response for any posted addenda, notices, or clarification.

The successful candidate will provide the Town with services related, but not necessarily limited to, the below services.

Scope and Description of Services

The Town is interested in entering into a contract with a qualified vendor who is able to provide Animal Shelter Facility Services as detailed and described herein, and in accordance with all regulations established by the State of New Jersey for providing such services.

The Town reserves the right to award the contract for the performance of these services in the manner which is most advantageous to the Town.

Once awarded, this contract shall be managed and enforced by the West New York Purchasing Agent. All inquiries, invoices and all paperwork submitted for payment shall be directed to the Town of West New York, Purchasing Division, and 428-60th Street, West New York, NJ 07093.

Respondents shall provide on their Official Proposal Form their annual, total, all-inclusive price, which shall be paid monthly by the Town, that they shall charge the Town to provide the animal shelter facility services as detailed and defined herein which shall include, but not be limited to, all labor, equipment, fuel, utilities, insurance, animal food, bedding, shelter, maintenance, disposal, recordkeeping, etc.

Services to be provided by the vendor shall include, but not be limited to, the following:

A. The vendor shall provide an animal shelter facility in full compliance with laws governing animal shelter facilities in the State of New Jersey (i.e., Title 8:23-A), including any regulations promulgated by the New Jersey Department of Health. Said shelter shall be designed to confine, receive, house and/or distribute animals seized within the jurisdiction of the Town of West New York, and pursuant to all applicable laws**. In addition, two (2) consecutive annual shelter inspection reports must be submitted with this proposal.**

B. Veterinarian facilities shall not be utilized as a source of sheltering animals.

C. Vendors who are selected will ensure that they are in full compliance with laws governing animal shelter facilities in the State of New Jersey, including any regulations promulgated by the New Jersey Department of Health. The shelter shall be designed to confine, receive, house and/or distribute animals seized within the jurisdiction of the Town of West New York, and pursuant to all applicable laws (i.e., N.J.A.C. 8:23A-1 et. seq.).

D. The vendor and facility shall be available and open a minimum of four (4) hours per day, Monday through Friday, and a minimum of five (5) hours per day on Saturday, during normal business hours, during which times the animals may be reclaimed by the owners. The vendor shall establish written charges that may be incurred for claiming and/or quarantining animals. The vendor shall provide a copy of those charges to the Town prior to contract award. The owner shall be responsible for said charges, including applicable New Jersey Sales Tax, if

applicable, when reclaiming their animals. Hours shall be conspicuously posted at the facility and available to residents of West New York Town on an answering machine, answering service or website after hours.

E. The vendor shall provide to the Town a telephone number by which residents may contact the vendor when necessary, during normal business hours and with a means to leave a message or obtain information after hours such as on an answering machine, answering service or website. The vendor shall additionally provide the Town with a cellular telephone number, which will not be released to the public, by which the vendor may be reached either by Town personnel, Town Police, Humane Police and/or by authorized personnel.

F. The vendor shall provide humane treatment to all animals in conformity with the rules and regulations established by the New Jersey Department of Health. Said Shelter shall hold all stray animals of the Town for at least seven (7) days from the date that the Animal Control Officer or other designed representative delivers such animal to the facility, or for at least such other time as may be required by law. Unclaimed stray animals shall be held for adoption only if the vendor determines that the animal is healthy and adoptable.

G. The shelter shall hold all animals from the Town, whether stray or owned, delivered by the Animal Control Officer or other designated representative and identified as "bite cases" for at least ten (10) days from the date on which the bite occurred, for any period specified by the New Jersey Department of Health, or for at least such other time as otherwise required by law. The vendor will be compensated by the owner of said animal.

H. The vendor shall immediately notify all owners of animals wearing a license or identification tag or that have license or locator micro-chips implanted, and shall only allow reclamation of dogs by their owners when a current license is displayed.

I. The vendor shall, upon presentation of proper identification, accept any animal from the Town residents. When such animals are certified as being owned, the Shelter shall require, in writing, authorization for disposal of the animal from the person turning the animal in. A surrender fee may be charged. If the animal is certified as a stray or lost animal, shelter personnel shall enter it into the records in the same way as animals received from Town personnel and will submit a complete record of such animals to the Town on a monthly basis.

J. The vendor shall provide twenty-four (24) hour, seven day per week service, for injured animals in an emergency situation and/or to quarantine animals that have bitten and/or caused injuries to persons within the Town. Should an owner request the right to quarantine their own animal, they shall have the right unless a court order prevails and/or if the Animal Control Office/Animal Cruelty Investigator deem the situation safe. All quarantined animals shall be retained for the mandatory

ten (10) day holding period

K. The shelter shall arrange for veterinary care by a veterinarian to any injured/sick animal sufficient to stabilize said animal's condition and to alleviate pain and suffering and to prevent the spread of disease. The vendor shall submit all veterinary fees to the owner, if known – not the Town.

L. The shelter shall have a veterinarian monitor the veterinary care and all other aspects of shelter operation affecting the health of the animal population of the shelter. **The Shelter shall provide the veterinarian name(s) and service fees with this Proposal.**

M. If an animal is suspected of having a disease which may pose a risk to the animal population of the shelter or humans said animal may be refused.

N. If an animal dies in route to the shelter, the Animal Control Officer shall place the animal in a body bag, and complete the stray animal form. The shelter shall hold the body for at least 10 days unless otherwise provided by law or where the owner/individual responsible for the animal is notified and wishes to identify or repossess said animal.

O. The shelter shall be available during regular business hours for animals to be lawfully claimed by their rightful owners. Said hours shall be posted conspicuously at the facility and listed on the shelter's answering message/website, including an after-hours contact.

P. The shelter shall provide 24 hour/7 day a week access to the Animal Control Officer to deliver stray animals and access to impoundment area for drop off.

Q. The shelter shall be available for inspection by Town representative during regular business hours and shall make all records, required by law to be maintained, accessible as well.

R. The vendor shall complete and maintain all required records and documentation and shall make them available for inspection by authorized Town personnel.

S. The vendor shall confine or euthanize any stray animals exhibiting characteristics of rabies and when directed by the appropriate authorities shall behead the animal and prepare for testing of the disease.

T. The vendor shall designate a contact person who shall handle all inquiries and concerns from the Town.

U. The vendor shall complete and submit an annual Shelter/Pound Survey relative to the Animal Population Control Program established pursuant to P.L. 1983, c 172. **A copy of the survey shall be submitted to the Town Clerk.**

V. The vendor may charge the owner bringing in their own animals and shall not charge the Town.

W. Owners of animals running at large without the proper inoculations shall be wholly responsible for any diseases contracted before, during or after impoundment.

X. The shelter shall identify its annual cost for providing said service to the Town and shall outline all fee schedules, emergency call out rate, etc. with its Proposal.

Y. The shelter shall provide a monthly activity report to the Town with their monthly invoice which lists the date and times of service (including all details concerning where the animal came from), type of animal, breed of animal and unique identifying features of the case to be able to link said animal and case to the Animal Control Officer's report.

Z. The shelter shall identify any additional service that they are capable of and willing to provide to the Town, including but not limited to spay/neuter clinics, resident/owner education, printed and electronic resources, adoption services, etc.

Insurance

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

A. The Contractor shall be required to carry full insurance including comprehensive general liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the Contractor in connection with the Contractor's operations under the Contract; Contractor shall provide professional liability (errors& omissions) insurance for claims arising from any negligent performance of contractors' services pursuant to the agreement in the amount of $1,000,000 per claim. Said insurance, by endorsement, shall fully protect the Town of West New York from liability.
B. Certificates naming the Town of West New York as an additional named insured, and evidencing such insurance coverage, shall be filed with the Town Clerk prior to the commencement of operations hereunder by the Contractor.

   The following Certificates of Insurance must be furnished:

   I. Worker's Compensation; Part Two – Statutory
   II. Comprehensive General Liability:
      a) Minimum limits: $1,000,000.00;

         Combined Single Limit Coverage to include:

         Premise / Operations; Independent Contractors;

         Product / Completed Operations;

         Contractual; Personal Injury;

         Broad Form Property Damage;

         Town of West New York 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 Town of West New York.

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

The certificate of insurance shall designate the Town of West New York as an additional insured and shall contain a thirty (30) day notice of

cancellation whereby the Town 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.

It is understood and agreed that the Contractor is an independent Contractor and not an employee of the Town of West New York.

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

The Contractor shall hold the Town of West New York harmless for damages to the Contractor's Equipment utilized during the term of this Contract.

Programs of self-insurance are not acceptable.

Payment

The vendor shall be required to sign the Town's contract, which will be maintained on file in the Office of the Town Clerk. Vendor payment will be made on a monthly basis. A purchase order will be issued from the Town for these services. With each purchase order, a voucher will be submitted for vendor signature. The vendor will sign the voucher and return it, along with its invoice, to the Town' s Finance Office. Promptness in submitting vouchers is of advantage to the vendor. Payment will not be made be made without signed purchase orders and invoices.

Proposal Information and Qualifications

Each interested candidate shall submit the following information with their proposals.

PROPOSALS SHALL NOT BE SUBJECT TO NEGOTIATION:

1. Current license issued by the State of New Jersey to operate an animal shelter;
2. Lease agreement for shelter premises (if applicable);
3. Name of firm, business organization, shareholders and directors with more than a ten percent interest in the shelter;
4. Address of principal place of business and all other offices and corresponding telephone and fax numbers for all individuals assigned to perform the services;

5. Description of owner's education, experience, qualifications, number of years with the firm and a description of their experience with projects similar to those described above;
6. Experience related to providing animal shelter services for municipalities;
7. At least four (4) references, three (3) of which must have knowledge of your service to public entities;
8. The organization's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
9. Cost details, including rates and fees, broken down into specific services to be provided, a flat fee or fee schedule, the names of each of the individuals who will perform the services and the time estimates for each individual, all expenses, and where appropriate, total cost of "not to exceed" amount;
10. Any other information which the interested organization deems relevant;
11. Business Registration Certificate (prior to the award of contract but preferably with the proposal);
12. Criminal background check for all persons who will be assigned to provide services under this contract shall be provided to the Town after the contract is awarded and the contract is contingent upon receipt by the Town of satisfactory background checks; and
13. State whether your company/firm is presently involved in a lawsuit and whether it has been sued in the last five (5) years. If so, provide a description of each matter.
14. All other documentation as required by the RFP in the "FORMS" section.

**** FAILURE TO INCLUDE WITH THE PROPOSAL ANY OF THE ABOVE ITEMS WITHIN THE TIME REQUIRED BY LAW MAY

CONSTITUTE A MATERIAL DEFECT CAUSING REJECTION OF THE PROPOSAL. THE TOWN RESERVES THE RIGHT TO WAIVE ANY INFORMALITY/NON-MATERIAL DEFECT IN ANY PROPOSAL SUBMISSION.

Selection Evaluation Criteria – Award of Contract

It is the intention of the Town of West New York to award a contract to the respondent whose response is the most advantageous to the Town, price and other factors considered, based upon the below evaluation criteria.

Evaluation of proposals: It should be understood by each respondent submitting a proposal that the nature of this request is such that a detailed scope of work or description of the services performed do not necessarily ensure a high or even moderate level of satisfaction or acceptability by the Town's recipient of services. Thus, the Town must select a proposal that not only meets and conforms to the SOW included in the RFP, but also offers clear reasonable assurance of successfully meeting the needs of the Town. The criteria that will be considered in evaluating proposals are the criteria as detailed in the following table below. They are weight based upon importance to the Town. Points shall be awarded based on the information contained in the

proposal for each category as listed below on a scale of 1-5, with 5 being the highest score and 1 being the lowest, as follows: 5 = Excellent, 4= Above Average, 3= Average 2= Poor, 1= Fail.

After the points are awarded by the evaluator, the weighting factor will be applied and thus a total score will be calculated. Based upon that score, the Evaluation Committee will then recommend a Contractor to the Board of Commissioners for award of contract. The highest score shall be the basis for the contract award. Each area of evaluation should be addressed in detail in the vendor's proposal. Criteria provided below:

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

Criteria	Weighting Factor	Points 1-5 (5 is the highest)
1- TECHNICAL CRITERIA Vendor's proposal demonstrates a clear understanding of the scope of work and related objectives	20%	1-5
2- MANAGEMENT CRITERIA History and experience in performing similar work. Availability of personnel, facilities, and equipment. Qualification and experience of personnel. Significant experience representing Government entities of similar budget.	25%	1-5
3- PAST EXPERIENCE & PERFORMANCE References, including Prior Experience in the Town of West New York, or similar entity	30%	1-5
4 – COST CRITERIA	25%	1-5

FORMS

TOWN OF WEST NEW YORK BID CHECK LIST

THE FOLLOWING LISTED ITEMS MUST BE PROVIDED WITHIN THE TIME REQUIRED BY LAW, BUT PREFERABLY WITH THE PROPOSAL. THIS FORM IS FOR YOUR INTERNAL USE ONLY.

1. ___ Bid Proposal Form
2. ___ Exhibit A - Mandatory Equal Employment Opportunity Language
3. ___ Affirmative Action Compliance Notice
4. ___ Americans with Disabilities Act of 1990 Acknowledgement
5. ___ Statement of Ownership Disclosure
6. ___ Non-Collusion Affidavit properly notarized
7. ___ Affidavit of Disbarment, Suspension and Disqualification (NJ State)
8. ___ Bidder Capability Information and Affidavit Sheet(s)
9. ___ Disclosure of Investment Activities in Iran (prior to the award of contract)
10. ___ Certification of Non-Involvement in Prohibited Activities in Russia Belarus (prior to the award of contract)
11. ___ Bidders Information Sheet
12. ___ Notice of Receipt of Addenda
13. ___ State of New Jersey Business Registration Certificate (prior to the award of contract)

ATTENTION: Bidders should not submit their own form of disclosure statement or Non-collusion Affidavit. Use only the forms supplied, or bid may be rejected.

Town of West New York
ANIMAL SHELTER OFICER EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICES AND
GENERAL SERVICE CONTRACTS

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, sex, 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 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 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract

Compliance and EEO Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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. 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Company Name: _____

Signature: _____

Print Name and Title: _____

Date: _____

Phone Number: _____

Town of West New York
ANIMAL SHELTER OFFICER
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE:_____

DATE: _____

Town of West New York
ANIMAL SHELTER OFFICER
AMERICANS WITH DISABILITIES ACT OF 1990 ACKNOWLEDGEMENT
Equal Opportunity for Individuals with Disability

The contractor and the Town, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

AMERICANS WITH DISABILITIES ACT OF 1990 ACKNOWLEDGEMENT
Equal Opportunity for Individuals with Disability (continued)

It is further greed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise law.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE:_____

DATE: _____

Town of West New York
ANIMAL SHELTER OFFICER
STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25 24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The

disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

<u>Part IV</u> Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Town of West New York is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Town to notify the Town in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Town to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Town of West New York
ANIMAL SHELTER OFFICER
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID SOLICITATION/PROPOSAL TITLE_____

VENDOR/BIDDER NAME_____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below

Entity Engaged in Investment Activities_____

Relationship to Vendor/ Bidder_____

Description of Activities_____

_____

Duration of Engagement_____

Anticipated Cessation Date_____

Attach Additional Sheets If Necessary

CERTIFICATION

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

_____ _____

Signature Dated

_____

Print Name and Title

This form is to be completed, certified and submitted prior to the award of contract.

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/ If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

Town of West New York
ANIMAL SHELTER OFFICER
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

TOWN OF _____ ss:

I certify that I am_____ of the firm of_____ the bidder making the bid for the above-named project with full authority to do so; and I state that the 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 / or material bid, and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that the Town of West New York relies upon the truth of the statement contained in said bid and in the statement contained in this Affidavit in awarding the contract for the said project and / or material bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Bidder.

(Signature of respondent) SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY_____ OF 20

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20

Town of West New York
ANIMAL SHELTER OFFICER
BIDDER'S AFFIDAVIT INDICATING THEY ARE
NOT DEBARRED, SUSPENDED AND DISQUALIFIED
BY THE STATE OF NEW JERSEY
TOWN OF WEST NEW YORK COUNTY OF HUDSON

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

I am , an officer of the firm of Bid for the above named work, and that I executed the said Bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of the Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in said Bid and in this Affidavit are true and correct, and made with the full knowledge that the Town relies upon the truth of the statements contained in said Bid and in statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Town shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and / or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

_____

Name of Contractor (Type or Print)

_____

Signature & Title

_____

Name of Affiant (Type or Print)

Subscribed and Sworn before me this_____ day of _____, 202_.

Notary Public

TOWN OF WEST NEW YORK
ANIMAL SHELTER OFFICER
NOTICE OF RECEIPT OF ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered before and in preparation of this proposal.

Addenda Number	Date Received
_____	_____
_____	_____

NOTE: FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDUM MAY RESULT IN DISQUALIFICATION OF THE BID IN ACCORDANCE WITH APPLICABLE LAW

_____

Name of Bidder/Company

By: _____(signature)

Name/Title

Town of West New York
ANIMAL SHELTER OFFICER
BIDDER CAPABILITY INFORMATION AND AFFIDAVIT

The Bidder shall provide the following information which should clearly match the section numbering and titles below. The proposal should be clear, factual and concise. This will facilitate review and evaluation.

The bidder may utilize as many additional sheets as necessary and submit emergency supplemental information which it feels may be useful in evaluation of its proposal.

1. Basic Company Information:
    - Company name
    - Number of years in business
    - Names of firm owner(s) and management team
    - Principal activities
    - Locations of the principal office, and the office(s) that would provide services
2. Personnel Information
    - Number of technical staff in the firm, by area of responsibilities.
    - The identity and the professional credentials, professional licenses and resumes of key personnel to be assigned to the Town, and their areas of responsibilities.
3. Legal issues – list and explain:
    - Any judgments within the last three (3) years in which the vendor has been adjudicated liable for professional malpractice.
    - Any bankruptcy or reorganization proceedings in the last ten (10) years.
    - All immediate relatives of principals of the vendor who are Town's employees or elected officials. For this purpose, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct line aunt or uncle, grandparent, grandchild and in-laws by reason of relationship.
4. References

    At least three (3) clients for whom similar services for similar technologies have been or are currently being provided. Include at least one client that has discontinued your services in the past three years. Relationships with New Jersey government clients are preferred. Submit the following information for each client:

    - Name of contracting company or government agency
    - Project name and description
    - Contact person's name, position, and current email and telephone number
    - Dates, cost and scope of services
    - Current status and any additional comments

5. Services
    - Explain the approach to the Town's required services, including technical support; pro-active system updates, patches and fixes; and consultative advisory services.
    - Explain the service request and resolution process that the vendor envisions, addressing the procedures, help desk / ticket system, and escalation process.
6. Charges, Response Times, Penalties, and Escalation Procedures
    - Describe the charges for each type of service: technical support; pro-system updates, patches and fixes; and consultative advisory services.
    - Affirm that you will not exceed the maximum response times listed above.
    - Indicate the penalty for failure to meet these response time standards, such as, but not limited to billing credits or other considerations to the Town.
7. Subcontracting
    - Describe any services that may be subcontracted to provide services to the Town.
    - Identify all subcontractors the vendor anticipates using.

As _____, (Title) of _____ ("Bidder") I certify that Bidder has the personnel, equipment, supplies, experience, training and ability and our facility is capable of servicing the Town with the procedures specified in the bid specification.

_____	_____
Name (type) of President	Signature
_____	_____
Telephone Number	Fax Number
_____	_____
Print Witness Name	Witness Signature

Town of West New York
ANIMAL SHELTER OFFICER
BIDDERS INFORMATION SHEET

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

Please fill in the following information and submit with your proposal:

COMPANY NAME: _____

ADDRESS:_____

_____

PHONE NUMBER: _____

FAX NUMBER:_____

FEDERAL I.D. NUMBER: _____

NAME OF PERSON PREPARING BID: _____

PHONE NUMBER: _____ EXT. _____

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL:

NAME: _____

ADDRESS: _____

_____

PHONE: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

PROJECT COORDINATOR:

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

FAX NUMBER: _____

PERSON TO CONTACT: _____

EMAIL ADDRESS: _____

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver the services per Schedule of Values for this contract.

Name of Bidder: _____

Signature of Bidder: _____

Title: _____

Print Name: _____

Date: _____

Sworn and subscribed before me

on this _____ day of _____, 20____

_____

Notary Public

State of New Jersey

My commission expires

BIDDER QUALIFICATIONS
ANIMAL SHELTER OFFICER
TOWN OF WEST NEW YORK

This bid includes minimum bidder qualifications and requirements allowing the Town of West New York to select the most qualified, responsive and responsible bidder.

BIDDER QUALIFICATIONS:

In an effort to assess the reliability, experience and dependability of the bidder:

1. Has the bidder ever filed for Bankruptcy/restructuring?

   Yes___ No ___

2. Has the bidder ever reorganized from a previous bankruptcy using a different or same name?

   Yes ___ No ___ If yes, please give a full explanation including dates in the bidder's cover letter.

3. In an effort to verify the reliability, experience and dependability of the bidder, the bidder may be required to provide references. Does the bidder agree to provide references if requested?

   Yes ___ No ___ If no, please give a full explanation in the bidder's cover letter.

4. I agree to up to two (2) twelve (12) month period extensions as described in the specifications if awarded by the Mayor and Board of Commissioners at the same rate per year.

   Yes___ No ___

END OF BID