



**City of Perth Amboy
Middlesex County
New Jersey**

REQUEST FOR PROPOSALS

VETERINARY SERVICES

Advertisement Date:
September 29, 2023

Proposal Submission Date:
October 18, 2023

Submit to:
City of Perth Amboy
Maria J. Rivera, RPPS, QPA
Purchasing Agent
260 High St. Perth Amboy, NJ 08861

NOTICE
FAIR AND OPEN PROCUREMENT PROCESS

In accordance with N.J.S.A. 40A:11 , the **CITY OF PERTH AMBOY (the "City")**, County of Middlesex, a municipal corporation of the State of New Jersey, has instituted a policy to negotiate agreements for this required service on the basis of demonstrated competence and qualification for the type of service required by the City. To the end, the **CITY OF PERTH AMBOY** will require the following services:

VETERINARY SERVICES

Copies of the Requests for Proposals for the above be obtained from the City's Web Site: www.ci.perthamboy.nj.us.

These Requests for Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. Sealed responses to the request are required to be submitted to the City of Perth Amboy, Division of Purchasing, City Hall, 260 High Street, Perth Amboy, New Jersey 08861 no later than 10:00 a.m. on October 18, 2023.

The envelope containing a proposal shall be plainly marked on the outside of the sealed envelope to show the services for which the proposal is submitted. At the designated time and place for the receipt of Proposals; the Purchasing Agent or his representative will publicly open and read the name for all the responses received.

All contracts pursuant to the fair and open process will be awarded by a majority vote of the City Council at a public meeting. Persons awarded a contract under these procedures are required to comply with the requirements for Business Entity Disclosure Certification, Equal Employment Opportunity, laws and regulations, American With Disabilities Act of 1990, P.L. 2004, C19, "The New Jersey Local Unit Pay-to-Play law (N.J.S.A. 19:44A-20.4 et seq.), and New Jersey Campaign Contributions and Expenditure Reporting Act (N.J.S.A. 19:44-1 et seq.).

Further information as to these requirements is contained in the proposed packets available in the Administrators of Office.

City of Perth Amboy
Maria J. Rivera, RPPS, QPA
Purchasing Agent
260 High St. Perth Amboy, NJ 08861
(732) 826-0290 Ext. 4010

**CITY OF PERTH AMBOY
RFP COMPETITIVE CONTRACT PROCESS
VETERINARY SERVICES**

INTENT

The City of Perth Amboy is soliciting proposals through fair and open process.

The City is seeking proposals from qualified vendor to provide veterinary services on a needed basis. Services to include spay/neuter surgeries, including early age spay/neuter. Check health impounded animals, monthly shelter inspections and provide medical care as necessary.

CONTRACT TERM

As per N.J.A.C.5:33-1.1 (v) and Local Finance Notice 2018-08, the duration of the contract between a municipality and a vendor shall not exceed beyond one (1) year or twelve (12) consecutive months. The City of Perth Amboy is seeking a vendor to provide veterinary services for 12 consecutive months. Contract to begin January 1st, 2024 through December 31st, 2024.

CHALLENGE OF SPECIFICATIONS

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent, Maria J. Rivera, at mrivera@perthamboynj.org , no less than three (3) business days prior to the opening of the RFP's as per N.J.S.A. 40A:11-13. Challenges filed after that time shall be considered void and having no impact on the City or the award of contract.

PROPOSAL PREPARATION AND SUBMISSION

ONE (1) ORIGINAL and one (1) PHOTOCOPY of the proposal must be submitted. Please include a copy of the proposal on a clearly identified flash drive; this will not be returned. Proposals shall be opened, read aloud and recorded at that time. No proposals shall be considered if received after that time.

Through a Request for Proposals process described herein, vendors interested in providing the City of Perth Amboy with the provision of veterinary services, must prepare and submit a proposal in accordance with the procedure and schedule in this RFP. The City of Perth Amboy will review proposals only from those vendors which include all information required to be included as described herein. The Vendor's proposal shall be submitted in easily identifiable sections as follows:

**CITY OF PERTH AMBOY
SPECIFICATIONS**

DETAILED SCOPE OF SERVICE

The City will not direct or oversee services related hereto. The proposer shall be solely responsible for performing the minimum requirements:

The following examples of work are for illustrative purposes only. If a contract is issued the person may not perform all duties listed in this specification. Conversely, all duties performed on the job may not be listed.

EXAMPLES OF WORK:

- Perform spay/neuter surgeries, including TNR. Check health of impound animals. Provide medical care as necessary.
- Oversee the training of staff for administration of intake shots, vaccines and/or medicine, and provide certifications of same. The vet will make the decision as to when humane euthanasia is appropriate.
- Provide public rabies clinics,
- Perform monthly inspections of the shelter.
- Review disease control and prevention program. Make recommendations for improvements in disease control and prevention.
- Maintains current and appropriate licenses for practice of veterinary medicine and controlled substance.
- Will oversee the shelter's administration of medicine and maintenance of medical book record keeping for the impounded animals.
- Prepares and submits required reports of findings of autopsies and investigations on animal cruelty and/or neglect in a timely manner.

EXPERIENCE

Three (3) years of experience as full time veterinary. Showing licenses for American Board of Veterinary Practitioners (ABVP).

LICENSE

Proposers must possess a valid license to practice veterinary medicine from the American Board of Veterinary Practitioners (AVBP)

GENERAL RESPONSIBILITIES

Certifications & Licenses – The Proposer and its designated personnel assigned to the Contract shall possess and maintain all certifications, licenses and other qualifications required by law and by prudent professional practices for the performance of all the work and services contemplated herein.

Conflict of Interest – At no time during the existence of the Contract to be awarded, hereunder, shall the proposer or any officer, director, general, or limited partner or employee of the Proposer (A) hold an equity or other economic interest in; (B) have a contractual or other business relationship with; or (C) be an officer, director, general or limited partner or employee of the subject Property Owner, its parent or subsidiary corporations or any general or limited partnership involving the Property Owner, and vice versa.

Indemnification and Direct Liability – The Proposer shall indemnify, defend and hold harmless the City of Perth Amboy, its employees, officers and agents from and against all claims, damages, losses, suits, action judgments, costs and expenses, including reasonable attorney fees, sustained by third parties to the extent such damage or injury is attributable in whole or in part to any negligent acts or omissions of the Proposer in the performance of its services hereunder or that of any testing laboratory retained by the Proposer, and shall or that of any testing laboratory or sub-consultant retained by the Proposer, and shall procure and maintain contractual liability insurance covering the obligations herein.

The Proposer shall be liable to the City of Perth Amboy, its employees, officers and agents for any actual or consequential losses and any injury including bodily injury, death, damages to or destruction of physical property resulting in whole or in part for any negligent act or omission of the Proposer in the performance of its services hereunder, or that if any testing laboratory, or sub-consultant retained by the Proposer.

ADDITIONAL RESPONSIBILITIES

The Proposer shall be responsible for assuring that he/she complies with all Federal, State and Local laws, regulations and ordinances.

The Proposer shall not transfer, assign or otherwise dispose of the Contract or Contract Funds, due or to become due, or claims of any nature it has against the City to any other party except upon the express written approval of the City.

The Proposer shall provide a flat hourly rate for the following services:

- Spay/neuter surgeries (including early age spay/neuter).

NOTE: The City will not accept billings for mileage, travel time and expenses meals, lodgings, accommodations, equipment rental, or other expenses. All process shall be inclusive of all filed and home office overhead and expenses, and other incidental services, including typing and clerical work. The proposal price shall include such amount(s) as the Proposer shall deem appropriate for profit and overhead. No separate payments shall be made.

CITY'S RIGHTS AND OPTIONS

Termination of RFP Process or Amendment of the RFP

The City reserves the right to terminate this RFP process or amend the RFP, in its sole authority, at any time during the RFP Process as per the NJ Local Public Contracts Law.

Rejection of Response

The City reserves the right to reject any or all cost Response to the RFP in whole or in part and to waive such informalities as may be permitted by law, and which is in the best interest of the taxpayers of the City.

RESPONDENT'S RIGHTS AND OBLIGATIONS

Respondent's Responsibility

It is the responsibility of each Respondent before submitting a Response to:

- Examine thoroughly the Response document;
- Consider applicable laws that may affect cost, progress, performance, or furnishing of the Response and underlying work;
- Study and carefully correlate Respondent's knowledge and observations with the Response document and other related data; and
- Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which a Respondent has discovered in or between the Response document and such other related documents.

Compliance with Laws, Statutes, Ordinances and Executive Orders

The Company shall, at its sole cost and expense, comply with all duly promulgated and applicable federal and NJ State laws, rules, ordinances, and orders affecting the conduct of the Project.

Withdrawal from RFP Process

Any Respondent may withdraw from the RFP Evaluation and Selection Process by providing written notice to the City, at Respondent’s sole cost and expense.

CONFIDENTIAL INFORMATION

The City is obligated to abide by all public information laws. If a Respondent believes that a specific section of its Response is confidential, **the Respondent shall isolate the pages marked “confidential” in a specific and clearly labeled section of its Response.** The Respondent shall include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City will review the material and make a determination.

**CITY OF PERTH AMBOY
REQUEST FOR PROPOSALS
VETERINARY SERVICES**

DOCUMENT CHECKLIST (FORM 1)

| Submission Requirement | Initial each required entry and submit the item |
|------------------------------------------------------------------|--------------------------------------------------------|
| Completed Document Checklist (Form 1) | |
| Completed Proposal Offer Form (Form 2) | |
| Completed Reference Form (Form 3) | |
| Completed and Notarized Non-Collusion Affidavit (Form 4) | |
| Completed Stockholder Statement of Ownership (Form 5) | |
| Completed State of New Jersey Debarred List Affidavit (Form 6) | |
| Acknowledgment of Receipt of Addenda (Form 7) | |
| Completed Disclosure of Investment Activities in Iran (Form 8) | |
| Completed Certification of Ethics Complaint Disclosure (Form 9) | |
| Mandatory Equal Employment Opportunity Language (Form 10) | |
| Required Evidence Affirmative Action Regulations (Form 11) | |
| Americans with Disabilities Act of 1990 (Form 12) | |
| State of New Jersey Business Registration Certificate (Sample 1) | |
| Certificate of Employee Information Report (Sample 2) | |
| Statement on company letterhead of no pending ethic charges | |

**CITY OF PERTH AMBOY
REQUEST FOR PROPOSALS
VETERINARY SERVICES**

WE THE UNDERSIGNED PROPOSE TO PROVIDE VETERINARY SERVICES FOR THE CITY OF PERTH AMBOY PURSUANT TO THE SCOPE OF SERVICES AND REQUIREMENTS AND MADE PART HEREOF:

Proposals shall be in the form of a flat dollar to be charged hourly as follows:

- Perform spay/neuter surgeries, including early age spay neuter -Dog \$ _____
- Perform spay/neuter surgeries, including early age spay neuter -Cat \$ _____
- Check health of impound animals \$ _____
- Medical Care \$ _____
- Monthly Inspection of the Animal Shelter \$ _____
- Emergency Services during regular hours \$ _____
- Regular Visits \$ _____
- Follow up re-checks \$ _____
- Euthanasia – Dog \$ _____
- Euthanasia – Cat \$ _____
- Vaccinations (Boardatella, Distemper, Leptospirosis for dogs & cats) \$ _____
- Rabies Vaccine \$ _____
- Micro chipping \$ _____
- Two Rabies vaccination clinics per year \$ _____
- Hourly Training of Animal Control Officers \$ _____

Bidder Name _____

Address _____

Authorized Representative _____ Title _____

Signature _____ Date _____
(ORIGINAL SIGNATURE BY AUTHORIZED REPRESENTATIVE)

Email _____

Telephone No _____ Facsimile No _____

All erasures and/or changes must be initialed by the individual making modifications to the solicitation for bids.

**CITY OF PERTH AMBOY
REQUEST FOR PROPOSALS
VETERINARY SERVICES**

REFERENCE FORM (FORM 3)

Contractor Name (Please Print):

The Vendor shall list references with needs similar to the City of Perth Amboy for whom the Vendor has provided comparable services. Please include name, address, telephone number, and year(s) of service(s) provided, contact person, and type of work your performed for that entity.

1. Company Name/Municipality:

Address:

Contact Person:

Phone:

Type of Work:

Date(s) of Service:

2. Company Name/Municipality:

Address:

Contact Person:

Phone:

Type of Work:

Date(s) of Service:

3. Company Name/Municipality:

Address:

Contact Person:

Phone:

Type of Work:

Date(s) of Service:

**CITY OF PERTH AMBOY
REQUEST FOR PROPOSALS
VETERINARY SERVICES**

NON-COLLUSION AFFIDAVIT (FORM 4)

STATE OF NEW JERSEY)

SS:

COUNTY OF MIDDLESEX)

I, _____, of the _____, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of _____, the Vendor submitting the Proposal for the Online Tax Sales, for use in the City of Perth Amboy, and I have executed the Proposal with full authority to do so. Further, the Vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the City of Perth Amboy rely upon the truth of the statements contained in the affidavit and in said Proposal in awarding the contract for said project.

Name of Firm or Individual
(Print Name)

Chief Operating Officer
Title

Signature

Date

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

Notary Public of

My commission expires _____, 20_____.

**CITY OF PERTH AMBOY REQUEST
FOR PROPOSALS
VETERINARY SERVICES**

STOCKHOLDER STATEMENT OF OWNERSHIP (FORM 5)

I certify that the list below contains the names and home addresses of all persons holding ten (10) percent or more of the issued and outstanding stock or partnership interest in the undersigned (partnership) (corporation), as well as the names and home addresses of all persons who own an interest in any entity which owns ten (10) percent or more of said partnership or corporation.

Name of Corporation or Partnership

Witness and Corporate Seal

By: Name/Title (Print)

Signature

Shareholders or Partners:

Name:

Address:

Name:

Address:

Name:

Address:

**CITY OF PERTH AMBOY
REQUEST FOR PROPOSALS
VETERINARY SERVICES**

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT (FORM 6)

STATE OF NEW JERSEY)
SS:
COUNTY OF MIDDLESEX)

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

I am _____, an officer of the firm of _____, Vendor making the Proposal for the above-named Project, and I hereby certify that I have executed the said Proposal with full authority to do so; that said Vendor at the time of making this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended or Disqualified Proposers; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the City of Perth Amboy relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear on the State Treasurer's List of Debarred, Suspended or Disqualified Proposers at any time prior to, and/or during the life of the contract, including the Guarantee period, the City of Perth Amboy shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Vendor is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according to applicable laws and regulations.

Name and Address of Vendor

Name and Title of Affiant

Subscribed and sworn before me on
this _____ day of _____.
Notary Public of _____
My commission expires _____, 20____.

**CITY OF PERTH AMBOY
REQUEST FOR PROPOSALS
VETERINARY SERVICES**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (FORM 7)

The undersigned Vendor hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u> (initial) |
|------------------------|--------------|--------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

If no addenda were received, initial here: _____

Acknowledged for: _____
(Name of Vendor)

By: __ (Signature of Authorized Representative)

Name: _____
(Print or Type) Title: Chief

Operating Officer

Date: _____

**CITY OF PERTH AMBOY
REQUEST FOR PROPOSALS
VETERINARY SERVICES**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (FORM 8) PART 1: CERTIFICATION

VENDOR MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52:32:55, et seq.), any person or entity (Vendor) that submits a bid or a proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Vendors must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's proposal non-responsive. If the contracting unit determines that a Vendor submits a false certification, the contracting unit shall report the name of the Vendor to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

PLEASE CHECK THE APPROPRIATE BOX

I certify, pursuant to Public Law 2012 c.25, that neither the Vendor listed above nor any of the Vendor's parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

I am unable to certify as indicated above because the Vendor and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposed being rendered as non-responsive, and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT
ACTIVITIES IN IRAN.**

You must provide a detailed, accurate and precise description of the activities of the Vendor/entity, or one of its parents, subsidiaries and/or affiliates, engaging in investment activities as described in N.J.S.A. 52:32-56(f) by completing the boxes below.

Name: _____

Relationship to Vendor: _____

Description of Activities:

Duration of Engagement: _____

Anticipated Cessation Date: _____

Vendor's Contact Name: _____

Contact Phone Number: _____

Contact E-mail Address: _____

ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (Check this box if you are including additional activities.): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of attachments: _____

PART 3: CERTIFICATION

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

Full Name (Print):

Signature: _____

Title: Chief Operating Officer

Date: _____

Vendor's Name, Phone Number and/or Contact Information:

**CITY OF PERTH AMBOY
REQUEST FOR PROPOSALS
VETERINARY SERVICES**

CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM (FORM 9)

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of _____ (name of firm/company).

If any prior or pending ethics complaints exist, please cite below:

1. _____

2. _____

3. _____

I hereby certify that the foregoing statements made by me are true.

Signature: _____

Date: _____

Name: _____

Title: _____

Name of Firm: _____

Address: _____

**CITY OF PERTH AMBOY
REQUEST FOR PROPOSALS
VETERINARY SERVICES**

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

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, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Contractor or contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

The Contractor shall submit to the public consultant, 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 (electronically provided by the Division and distributed to the public Contractor through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

Signed: _____

Print Name: _____

Name & Address of Company: _____

Dated: _____

**CITY OF PERTH AMBOY
REQUEST FOR PROPOSALS
VETERINARY SERVICES**

**REQUIRED EVIDENCE (FORM 11)
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service firms will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the Contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the Contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion (A.A. 302-Affirmative Action Employee Information Report).

The following questions must be answered by all firms:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes ___ No ___
2. Do you have a State Certificate of Employee Information Report Approval?
Yes ___ No ___

You shall submit a Photostatic copy of such certificate.

The undersigned Contractor certifies that it is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The Contractor must be rejected as non-responsible if the Contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for firms having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

BY: _____

**CITY OF PERTH AMBOY
REQUEST FOR PROPOSALS
VETERINARY SERVICES**

**AMERICANS WITH DISABILITIES ACT OF 1990 (FORM 12)
Equal Opportunity for Individuals with Disability**

The Contractor and the City of Perth Amboy (hereinafter the “City”) do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the “Act”) (42 U.S.C. S12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, 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 City in any action or administrative proceeding commence pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, 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 City’s grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City 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 City 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 City or any of its agents, servants and employees, the City shall expeditiously forward or have forwarded to the City every demand, complaint, notice, summons, pleading or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City 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 City pursuant to this paragraph.

It is further agreed and understood that the Contractor assumes no obligation to indemnify or save harmless the consultant, 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 consultant’s obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Contractor from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.


WITNESS:


VENDOR:

BY:

DATED: _____

Sample 1

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS | | DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252 |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT | TRADE NAME: CLIENT REGISTRATION | |
| TAXPAYER IDENTIFICATION#: 970-097-382/500 | SEQUENCE NUMBER: 0107330 | |
| ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611 | ISSUANCE DATE: 07/14/04 | |
| EFFECTIVE DATE: 01/01/01 |  | |
| FORM-BRC(08-01) | Acting Director | |
| This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. | | |

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | |
|-----------------------------------------------------------------------------------|-----------------------------------------------|
|  | |
| Taxpayer Name: | TAX REG TEST ACCOUNT |
| Trade Name: | |
| Address: | 847 ROEBLING AVE TRENTON, NJ 08611 |
| Certificate Number: | 1093907 |
| Date of Issuance: | October 14, 2004 |
| For Office Use Only: | |
| 200-4101-4112823533 | |

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT


Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625


State Treasurer

VOID