

**City of Union City Request for Proposals
From Business Organizations or Firms Interested in Providing Animal
Control Officer, Animal Shelter and Animal Cruelty Investigator Services
for the City of Union City**

Introduction

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et seq., the City seeks Requests for Proposals (“RFP”) from a licensed animal control officer, licensed animal shelter and animal cruelty investigator for a 2 years period with two one year renewal terms at the discretion of the City. These services will commence August 1, 2015 through July 31, 2017 with two possible one year extensions to July 31, 2018 or July 31, 2019. 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). The successful candidate will provide the City with services related, but not necessarily limited to:

- (1) Maintaining and holding animals;
- (2) Adopting out to a qualified adopter any animal delivered to it by the City that may be legally put up for adoption and retaining payment from the adopter;
- (3) Providing emergency medical care to an animal from Union City that has become sick during its stay with the animal shelter
- (4) Quarantining animals that have bitten a human being or other animal and delivered into the custody of the animal shelter
- (5) Communicating with the City’s Health Officer and such other City representative who is in charge of the contract with the successful candidate
- (6) Maintaining accurate records of animal maintained at the shelter from Union City;
- (7) Providing animal control officer services as required by N.J.S.A. 4:19-15.16 et seq.; and
- (8) Animal control officer services must be performed by a certified animal control officer or his or her animal control agent for five (5) days a week, 8:00 a.m. to 4:00 p.m., as well as Saturdays, Sundays, holidays and nights as necessary for emergencies. Emergency services are defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans. The services shall also include the transportation, control and sheltering of animals as needed. Crocodiles, alligators, whales, porpoises, feral cat colonies and dead deer are specifically excluded from this agreement. The Contractor shall be responsible for providing his/her own transportation and for animals that are taken to a shelter or for veterinarian services. The Contractor shall have a shelter available for animals as needed. Contractor shall have access to emergency veterinary services as needed. Contractor or his or her agent shall tour the streets of Union City to issue summonses to owners when possible, for licensed and unlicensed dogs and cats running at large. When called upon by the City, Contractor shall impound or attempt to impound any stray dog or cat. Adoption services for these animals shall be provided or the animal shall be humanely disposed of in accordance with

New Jersey law. Contractor shall be responsible for rabies quarantine and compliance with those procedures. Any services provided by the animal control officer or his or her agents for private owners shall not be paid for by the City, but shall be subject to agreement between those parties.

- (9) Provide the City with animal control officer services when a potentially dangerous dog is identified in accordance with N.J.S.A.4:19-20 et. seq.
- (10) Perform animal cruelty investigator services as set forth in N.J.A.C. 8:23A-2.1 et. seq.

Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57) with its proposal.

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

- a. The Contractor shall be required to carry full insurance including comprehensive general liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the Contractor in connection with the Contractor's operations under the Contract; Contractor shall provide professional liability (errors& omissions) insurance for claims arising from any negligent performance of contractors' services pursuant to the agreement in the amount of \$1,000,000 per claim. Said insurance, by endorsement, shall fully protect the City of Union City from liability.
- b. Certificates naming the City of Union City as an additional named insured, and evidencing such insurance coverage, shall be filed with the City 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; City of Union City as additional insured.
 - B: Comprehensive General Liability must be maintained for at least one year after completion of the contract and its acceptance by the City of Union City.

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 City of Union City as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the City 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 City of Union City.

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

The Contractor shall hold the City of Union City harmless for damages to the Contractor's Equipment utilized during the term of this Contract.

Programs of self-insurance are not acceptable.

Professional Information and Qualifications

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

1. Current license issued by the State of New Jersey to operate an animal shelter;
2. Current license issued by the State of New Jersey to be an animal control officer;

3. Name of firm, business organization, shareholders and directors with more than a ten per cent interest in the organization;
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. Experience related to providing animal control officer services for municipalities;
8. At least four (4) references, three (3) of which must have knowledge of your service to public entities;
9. The organization's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
10. Cost details, including rates and fees, broken down into specific services to be provided, a flat fee or fee schedule, the names of each of the individuals who will perform the services and the time estimates for each individual, all expenses, and where appropriate, total cost of "not to exceed" amount; and
11. Any other information which the interested organization deems relevant.
12. Statement of corporate ownership (c.52:25-24.2).
13. Criminal background check for all persons who will be assigned to provide services under this contract shall be provided to the City after the contract is awarded and the contract is contingent upon receipt by the City of satisfactory background checks.
14. Proof of training to be an animal cruelty investigator pursuant to N.J.A.C.8:23A-2.1 et. seq.

Selection Criteria

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

1. Qualifications of the individuals who will perform the tasks and the degree of their respective participation;
2. Experience and references;

3. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter; and
4. Cost competitiveness.

Submission Requirements

Sealed RFPs will be publicly opened by the Union City Clerk in his offices at Union City Hall, 3715 Palisade Avenue, Union City, at 11:00 a.m. on Friday June 5, 2015. The RFP must be received no later than 11:00 a.m. on Friday June 5, 2015 by:

Dominic Cantatore Acting City Clerk
City of Union City
3715 Palisade Avenue
Union City, New Jersey 07087

Please submit one original and two (2) copies of the RFP. Use white 8 ½" x 11" papers.