

CITY OF UNION CITY

REQUEST FOR PROPOSALS FROM BUSINESS ORGANIZATIONS OR FIRMS INTERESTED IN PROVIDING FERAL CAT ANIMAL CONTROL SERVICES FOR THE CITY OF UNION CITY

Introduction

In accordance with the provisions of N.J.S.A. 40A:11-1, et. seq., and pursuant to a Fair and Open Process as described under N.J.S.A. 19:44A-1, et seq., the City of Union City (“City”) seeks Proposals from experienced vendors to provide Trap Neuter Release (“TNR”) and Trap Neuter Adoption (“TNA”) services to help curtail the feral cat community in the City. A contract, if awarded, shall be for a period of up to five (5) years, as permitted by statute. These services will commence promptly upon the entering into a contract between the City and the successful Proposer. 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).

Required Services:

The successful proposer shall be required to trap the feral cats, transport them to a “shelter” for processing, short term housing, and possible adoption for appropriate feline candidates. The successful proposer will be required to transport the animals back and forth to the veterinarian two (2) – (3) times per week. The successful proposer should also seek to implement an adoption program for appropriate animals, as well as to educate the citizens as to the benefits of the program, of spaying/neutering, and of adoption.

Proposers should set forth in their proposals how the above services are to be accomplished and how the fees for those services will be paid. This includes identification of those fees which will be the direct responsibility of the City, i.e., veterinary fees, as opposed to reimbursing the successful proposer for those costs, as well as any materials and/or equipment which the City will be responsible for providing.

Additional Requirements:

Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57) within the time permitted by law. The registration must be effective as of the time and date for the submission of proposals.

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.

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 or providing services on behalf of 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.

The successful Contractor shall be required to execute the form of hold harmless agreement attached hereto.

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 within the time permitted by law:

1. Name of firm, business organization, shareholders and directors with more than a ten per cent interest in the organization;
2. Any licenses held by the Proposer;
3. Address of principal place of business and all other offices and corresponding telephone and fax numbers for all individuals assigned to perform the services;
4. Description of the Proposer's qualifications, number of years in business and a description of their experience with projects similar to those described above. This includes a similar description for all key personnel;
5. Experience related to providing TNR and TNA for municipalities, including a description of the services you propose to provide to the City to successfully implement the TNR and TNA services;
6. At least three (3) references, two (2) of which must have knowledge of your service to public entities;
7. The organization's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
8. 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. Also advise as to what program costs, if any, will be the direct responsibility of the City (i.e., veterinarian costs, costs of temporary shelter/facilities and furnishings, transportation/vehicle costs, equipment/materials), and what facilities, materials and equipment which the City will be responsible for providing;

9. Any other information which the interested organization deems relevant;
10. Statement concerning Ethics Complaint (copy attached);
11. Statement of corporate ownership (c.52:25-24.2) (copy attached);
12. Non-Collusion Affidavit (copy attached);
13. Proof of business registration with the New Jersey Division of Taxation (P.L. 2004 c. 57);
14. If required by the City, 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;
15. Disclosure of Investment Activities in Iran form (copy attached); and
16. Statement, see attached, executed by a corporate officer, member, partner or sole proprietor certifying that there are no prior or pending ethics complaints against them or their company.

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.

The City reserves the right to waive any informalities in the proposals as may be permitted by law.

Submission Requirements

Sealed RFPs will be publicly opened by the City Clerk in Union City Hall, 3715 Palisade Avenue, Union City, at 11 AM on September 26, 2017. Proposals must be received no later than 11 AM on September 26, 2017 by:

Erin Knoedler, Deputy City Clerk
City of Union City
3715 Palisade Avenue
Union City, New Jersey 07086

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

STATEMENT CONCERNING ETHICS COMPLAINTS

I, _____, of full age and to the best of my knowledge and belief, as of the date of this Certification, hereby certify as follows:

1. I am the _____ in connection with the firm, entity, partnership, sole proprietorship which entity is submitting this proposal to the City of Union City.

2. I am aware of no prior or pending ethics complaints against myself or any firm or entity.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

By: _____

Print Name: _____

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
<i>[continued on next page]</i>	

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

[continued on next page]

Part IV 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 City of Union City 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 City to notify City 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 City of Union City to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

RE: FERAL CAT ANIMAL CONTROL SERVICES

STATE OF NEW JERSEY)
) ss.:
COUNTY OF)

I, _____ residing at _____ in the
City/Town/Township/Borough/Village of _____ and State of,
_____ of full age, being duly sworn upon oath and say:

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 City of Union City 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 (Name of Contractor)
_____ (N.J.S.A. 52:34-15).

By: _____
Type or print name of affiant under signature

Subscribed and sworn to before me
this _____ day of _____, 2017 .

Notary Public of New Jersey
My commission expires:

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or 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, 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 Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. 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**

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department'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 proposal 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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to
Bidder/Vendor: _____

Description of Activities:

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

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 Union City 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 contracts with the City to notify the City in writing of any changes to the answers of

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 agreements(s) with the City of Union City and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.
[continued on next page]

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

**CITY OF UNION CITY
HUDSON COUNTY, NEW JERSEY
HOLD HARMLESS AGREEMENT
FOR
FERAL CAT ANIMAL CONTROL
SERVICES**

BETWEEN:

The City of Union City
3715 Palisade Avenue
Union City, NJ 070S7

AND:

Contractor:
Address:
Telephone:
Fax Numbers:

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the City of Union City.
2. The Contractor agrees to indemnify and hold harmless the City, 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 changes of whatsoever kind and nature, including reasonable attorney's fees to which the City may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the negligent performance of the Contractor's operations under this Contract, or by or in consequence of any omission of the part of the Contractor in the performance of operations under this Contract, whether intentional or unintentional, by the Contractor or anyone directly or indirectly employed by the Contractor, for whom the Contractor is liable.
3. The Contractor shall hold the City of Union City harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Union City as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.00.
- 5.

Signed this ___ day of, _____ 2017.

As the binding act in deed of:

Name of Organization: _____

Authorized signature and title

Witness's Signature

Print Authorized name and title

Print Witness's Name

BIDDER CAPABILITY AFFIDAVIT

- 1. Location:
2. Number of employees (full-time and part-time):
3. Type of equipment present:
4. List current customers with contracts similar to the City's, including a contact name and telephone number:

As President, I certify that _____ has the personnel, equipment, supplies, experience, training and ability and our facility is capable of servicing the City with the procedures specified in the bid specification.

Name (type) of President

Signature

Telephone Number

Fax Number

Print Witness Name

Witness Signature

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

EXHIBIT A (Cont)

The contractor or subcontractor 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 agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors 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 N.J.A.C. 17:27-1.1 et seq.