

## CITY OF UNION CITY

### **REQUEST FOR PROPOSALS PURSUANT TO N.J.S.A. 40A:11-4.1, ET SEQ. 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

The City of Union City (“City”) seeks Proposals in accordance with the Competitive Contracting procedures (N.J.S.A. 40A:11-4.1 et seq.) from a licensed animal control officer, licensed animal shelter and animal cruelty investigator for a 2-year period with up to two one-year renewal terms at the discretion of the City. These services will commence May 2018 through July 31, 2019 with two possible one-year extensions to July 31, 2020 and/or July 31, 2021. 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.;
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 suitable 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.; and
10. Perform animal cruelty investigator services as set forth in N.J.A.C. 8:23A-2.1 et. seq.
11. Proposers are advised that as part of the required services, the Successful Proposer shall be required to support the City's Feral Cat program and the vendors providing feral cat services for the City. The successful vendor will be required to bring all feral cats to the veterinarians involved in the City's Feral Cat program.

#### Contractor Requirements

1. 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.

2. It is understood and agreed that the Contractor is an independent Contractor and not an employee of the City of Union City.
  
3. 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.
  
4. 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.

5. During the performance of this contract (Affirmative Action):
  - a. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a) provided that the said subsection shall be applied subject to the terms of subsection 3.4(a) of said regulations.
  - b. The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 5.3.
6. The successful bidder will be required to execute a contract as approved by the City's counsel which will include all terms, conditions, and specification documents, as well as those provisions required to be included by law.
7. The successful vendor shall not assign, convey, transfer, sublet or otherwise dispose of the contract or any part and/or to any other person, company or corporation without the prior written consent of the Board of Commissioners of the City.
8. Property Damage: The Contractor shall be held responsible for all damages or injury done by those in their employ, or those which are providing services on behalf of the Contractor, to City Property including but not limited to Buildings, Business Personal Property, Vehicles and Equipment. The Contractor shall restore, repair or replace, at his own expense, in a manner satisfactory to the City, such property as was damaged by those in his employ, or those who provide services on behalf of the Contractor, during the execution of the project or the provision of services. In case of failure on the part of the Contractor to restore, repair or replace such property in a manner satisfactory to the City, the City may, upon 48-hour notice to the Contractor, proceed to make such repairs, restore or replace such property, that in its judgment has been injured or damaged by the Contractor or those in his employ, and the cost thereof will be deducted from any monies due or which may become due the Contractor under the contract. If the amount due or which may become due under the contract is insufficient to cover the cost, the Contractor shall be liable for the difference. The availability of insurance shall not relieve the Contractor of its obligations under this paragraph or other obligations under this contract.

9. The successful proposer whose proposal is accepted will be held responsible for any loss or error arising from their failure or misunderstanding of the requirements listed in the specifications.
10. The successful proposer will provide all the necessary tools and equipment required to start and complete the job.
11. Proposers shall sign Exhibit A regarding affirmative action requirements for procurement, professional and service contracts. The successful proposer shall be responsible for providing a valid employee information report or completing an AA-302 form within ten (10) days of a contract award. If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
12. The City is inviting these proposals through a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.5 et seq.
13. As of January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).
14. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq) prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. Bidders are required to read Americans with Disabilities language that is included in Appendix B of this specification and agrees that the provisions of Title II of the Act are made a part of the Contract. The contractor is obliged to comply with the Act and to hold the owner harmless.
15. The City reserves the right, at its option, to terminate this contract upon giving thirty (30) days written notice to the Contractor. Upon such termination, the Contractor, as its sole remedy, shall be entitled to receive payment for undisputed and non-defective services provided prior to the date of termination.

#### Proposal Information and Qualifications

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;
11. Any other information which the interested organization deems relevant;
12. Statement of corporate ownership (c.52:25-24.2) (copy attached);
13. Proof of business registration with the New Jersey Division of Taxation (P.L. 2004 c. 57) must be provided prior to award but be in effect as of the date proposals are due;
14. 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. Proof of training to be an animal cruelty investigator pursuant to N.J.A.C.8:23A-2.1 et. seq.;
16. Disclosure of Investment Activities in Iran form (copy attached); and
17. 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

A contract, if awarded, will be awarded to the proposer whose proposal, price and other factors considered, is most advantageous to the City, price and other factors considered. 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 City Clerk in Union City Hall, 3715 Palisade Avenue, Union City, at 11:00 AM on May 9, 2018. Proposals must be received no later than May 9, 2018 by 11:00 AM:

Erin Knoedler, 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


**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

**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:	

# 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:

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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: \_\_\_\_\_