

NOTICE POSTED: August 8, 2016

DUE DATE: September 7, 2016 @ 10:00 a.m. prevailing time

PUBLIC READING: All responses/proposals will be opened at the City Council Chambers on September 7, 2016 @ 1:00 p.m.

TAKE NOTICE: The City of Bayonne, 630 Avenue C, Rm. 15, Bayonne, NJ 07002 (hereinafter referred to in this notice and the various submission documents as the "Client/Owner," "City of Bayonne" and/or "City") is seeking Qualifications and/or Proposals for Professional Services Providers (hereinafter referred to in this notice and the various submission documents as the "respondent,") for the following professional services in accordance with a "fair and open" contracting process as defined in the New Jersey Local Unit Pay to Play Law (N.J.S.A. 19:44-20.4 et seq.):

The CITY OF BAYONNE is soliciting responses/proposals to the City's RFQ/RFP for the provision of the following professional services:

PROFESSIONAL SERVICE/TITLE SOUGHT:

PROFESSIONAL ANIMAL CONTROL AND SHELTERING SERVICES

The City desires to engage the services of a contractor to provide professional animal control and sheltering services to be performed within the borders of the City of Bayonne by a New Jersey licensed Animal Control Officer seven (7) days a week, 24 hours a day, including holidays and emergencies. Emergency services are defined as the care and/or capture of stray animals, injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are posing a danger or public health nuisance to humans. For the purposes of these services, crocodiles, alligators, whales, and porpoises are specifically excluded from the category of animals.

SCOPE OF SERVICES:

Animal Control and Sheltering Services performed within the borders of the City of Bayonne by New Jersey licensed Animal Control Officer seven (7) days a week, 24 hours a day, including holidays and emergencies. Emergency services are defined as the care and/or capture of stray animals, injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are posing a danger or public health nuisance to humans. For the purposes of these services, crocodiles, alligators, whales, and porpoises are specifically excluded from the category of animals.

The services shall also include the transportation, control and sheltering of animals as needed. The respondent shall be responsible for providing his/her own transportation for animals that are taken to a state-licensed shelter or for veterinary services. The respondent must have an existing contract with a state-

licensed shelter. Respondent shall have access to emergency veterinary services as needed.

Respondent shall issue summonses to owners, when possible, for animal control violations. When called upon by the City, respondent shall impound or attempt to impound any stray dog or cat, or any animals posing potential danger to humans or other animals. Respondent shall also provide services related to the removal of dead animals and provide guidance and appropriate services related to nuisance wildlife. Such animals must be humanely dealt with in accordance with applicable New Jersey law, and Contractor shall adhere to the Best Practices in Municipal Animal Control in accordance with the State of New Jersey Department of Health. Respondent shall be responsible for rabies quarantine and compliance with proper procedures. Any services provided by the respondent for private owners shall not be paid for by the City, but shall be subject to a reasonable agreement between those parties and in accordance with state law and regulations.

CONTRACT TERM AND COMPENSATION:

The contract time period will be for two (2) years commencing from the contract date for an amount not to exceed \$90,000.00 per year with an option to renew for one (1) additional year for an amount not to exceed \$90,000.00.

GENERAL REQUIREMENTS:

AT A MINIMUM, THE RESPONDING FIRM OR ENTITY:

1. Must be licensed by the State of New Jersey to provide animal control services and must contract with or operate a licensed animal shelter. Said licensures shall be in good stead at the time of response to this RFQ and all times during the term of the contract.
2. Must have a minimum of five (5) years experience in providing animal control services to public entities.
3. Must maintain a bona fide principal office in the State of New Jersey.
4. Must have sufficient staff available to provide all animal control services within the boundaries of the City of Bayonne.
5. MUST OBTAIN THE SOLICITATION PACKAGE AND COMPLETE AND RETURN THE SEALED SUBMISSION FORM AND ENCLOSURES BY THE DUE DATE SET FORTH IN THIS NOTICE.

INSURANCE AND INDEMNIFICATION:

The Respondent shall be required to have the following insurance coverage. Said coverage or certification of ability to obtain said coverage immediately upon contract award, shall be applicable to this proposal and be made a part of the proposal documents:

INSURANCE REQUIREMENTS:

Worker's Compensation Insurance

Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6

General Liability Insurance

The respondent shall furnish evidence to the City prior to commencement of the work that he/she or any of his/her subcontractors perform and will provide Standard Liability for any operations to be performed by contractor or subcontractors as follows:

Comprehensive General liability insurance shall be provided with limits of not less than \$1,000,000 for any occurrence to include: Premise/Operations; Independent Contractors; Product/Completed Operations; Contractual; Personal Injury; Broad Form Property Damage. Coverage shall be maintained in full force during the life of the contract.

Automotive Liability Insurance

Automotive liability insurance covering the respondent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 for any one occurrence and \$1,000,000 aggregate for bodily injury and property damage. Coverage shall be maintained in full force during the life of the contract.

Professional Liability Insurance and/or Malpractice Insurance (Errors and Omissions)

Professional liability insurance and/or malpractice insurance (errors and omissions) covering respondent for claims arising from any negligent performance of respondent's services pursuant to the agreement in the amount of \$1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force and effect during the life of the contract.

The preceding insurance requirements maybe amended before the issuance of the final contract at the sole and absolute discretion of the City on a case-by-case basis.

CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey; shall name the City as an additional insured; and shall contain a thirty (30) day notice of cancellation on 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.

INDEMNIFICATION

The respondent agrees to indemnify and hold harmless the City of Bayonne, the Municipal Council of the City of Bayonne 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 Bayonne may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the respondent's operations under this Contract, or by or in consequence of any negligence or omission on the part of the respondent in the performance of operations under the Contract, whether such operations, or in the absence thereof, be by the respondent or anyone directly or indirectly employed by the respondent.

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

Programs of self-insurance are not acceptable.

WORK PRODUCT/DELIVERABLES:

All work products of the respondent which result from this contract are the exclusive property of the City of Bayonne.

FEE SCHEDULE:

Provide a cost proposal consisting of information on your fee structure(s) based on the scope of services indicated herein, including anticipated reimbursable costs.

EVALUATION PROCESS:

An evaluation team will review all responses/proposals to the RFP/RFQ. The team will determine if the responses/proposals satisfy the RFP/RFQ Requirements, determine if a response/proposal should be rejected and then evaluate the responses based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of

contract, based on rates and other factors. Multiple contracts may be awarded at the City's discretion. Listed below are the criteria that the CITY OF BAYONNE will consider in the evaluation of each response/proposal. The arrangement of the criteria does not imply order of importance in the selection process. All criteria will be used to select the successful respondent.

1. Requirements

Possess the general requirements stated herein.

2. Understanding of the Requested Work

The responses will be evaluated for general compliance with instructions and requests issued in the RFQ-RFP. Non-compliance with significant instructions shall be grounds for disqualification of responses/proposals.

3. Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

4. Management, Experience and Personnel Qualifications

Expertise of the respondent shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to those requested in this RFQ-RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Response/Proposal.

5. Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

6. Cost

The contract shall be based on rates set forth in the response to this RFQ in an amount not to exceed the specified contract amount, or where a cost proposal is required (RFP), as submitted in the cost proposal. Prices are firm for twelve (12) months. Any services not included as part of any resulting contract scope of services or cost proposal must be approved and authorized by the CITY OF BAYONNE before such work is initiated. The CITY OF BAYONNE shall pay for such approved services, at the rate or cost agreed upon between the CITY OF BAYONNE and respondent.

Professional Information Required to be Submitted with Responses/Proposals:

1. Name of firm or individual, and the New Jersey Department of Treasury tax identification number under which proponent will operate;
2. Copy of respondent's current contract(s) with New Jersey licensed animal shelters where stray animals are to be placed by candidate. The shelter holding capacity for cats, dogs, and small domestic animals must be disclosed in writing, along with any/all other municipalities the shelter contracts with;
3. Address of principal place of business AND all other offices and corresponding telephone and fax numbers;
4. Names, titles and certifications of ALL personnel that will be assigned to perform the work outlined in the scope of services, including all staff;
5. Description of respondent and staff's education, experience, qualifications, number of years with the firm, along with a detailed description of their experience with providing such services for other municipalities;
6. References indicating experience with municipalities;
7. Compensation details, including the hourly rates of each of the individuals who will perform such services and the time estimates for each individual, all expenses and where appropriate, total cost of "not to exceed" amount;
8. Any other information that the respondent deems relevant, such as additional or supplemental services provided or made available to residents of the community, etc.;
9. Proof that respondent and all animal control staff are "Certified Animal Control Officers" as defined and required by NJAC 8:23A- 2.1 *et al.*;
10. Notarized Affidavit that respondent adheres to the Best Practices for Municipal Animal Control as provided by the State of New Jersey Department of Health;
11. Detailed description of any and all fees that respondent would potentially charge to city residents directly for services provided (i.e. reclamation or boarding fees for collected stray animals, etc.);
12. Registration number/s and photo of all vehicles respondent may use in the performance of his/her duties as animal control officer;
13. If a corporation, a statement of corporate ownership (c.52:25-24.2).

BASIS OF AWARD EVALUATION CRITERIA:

**Professional Services
Professional Animal Control and Sheltering Services
Term: Two (2) Years Commencing from the Contract Date**

The following is the criteria for evaluation of the response/proposal. Points shall be awarded based on the information contained in the proposal for each category as listed below on a scale of 1-10, with 10 meeting all required criteria and 1 not meeting the required criteria. The highest total score shall be the basis for the contract award.

EVALUATION CRITERIA	SCORE/ POINTS
TECHNICAL CRITERIA	
Response/proposal demonstrates a clear understanding of the scope of work and related objectives	
Response/proposal is complete and responsive to the technical RFQ/RFP requirements	
Respondent evidences successful past performance of like projects	
MANAGEMENT CRITERIA	
History and experience in performing similar work	
Availability of personnel, facilities, equipment, etc.	
Qualification and experience of support personnel	
Comprehensive work plan and schedule, if applicable	
Significant experience in providing Professional Animal Control and Sheltering Services	
Proof of licensure	
COST CRITERIA	
Cost of goods/services to be provided	
Quality and quantity of respondent's services to previous clientele	
Financial ability to meet obligations	
POINT TOTALS	

BE ADVISED THAT absent an express written notice to the contrary in the detailed requirements, all responses:

1. Are to be submitted on "The Standardized Profession Service RFQ-RFP SUBMISSION FORMS" AND
2. Are Subject to the Standardized "General Instructions, Submission and Selection Criteria for Professional Service Contracts".

The above mentioned standardized documents are available on the City of Bayonne Website (<http://www.BayonneNJ.org>) under the heading "Forms" by clicking on the link "Professional Service Contract Proposal\Qualification and Costs Submission" under the Purchasing Bureau heading. Should you be unable to obtain these from the website, copies of the solicitation package are also

available at the office of the City Law Department, 630 Avenue C, 1st Floor, Rm. 15, Bayonne, NJ 07002. The Law Department is open during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

SEALED RESPONSES/PROPOSALS SHOULD INCLUDE:

1. The above noted Standardized Profession Service RFQ-RFP SUBMISSION FORMS which include:
 - a. The "Proposal, Qualifications and Costs Submission Form" signed and dated by the provider and clearly referencing any additional sheets or attachments (such as a submission letter, provider service or experience description, and/or fee schedule).
 - b. A signed and notarized "Non-Collusion Affidavit."
 - c. A signed Disclosure of Ownership form.
2. A copy of the vendor's current "NJ Business Registration Certificate." Information on this certificate can be obtained on the web at "<http://www.state.nj.us/treasury/revenue/busregcert.htm>".
3. Such other documents and materials as may be appropriate to show the qualifications and experience of the provider or to meet the requirements of this RFQ-RFP.

SUBMISSION DEADLINE AND PUBLIC READING:

Sealed responses/proposals must be received in the City Law Department, 630 Avenue C, 1st Floor, Room 15, Bayonne, New Jersey 07002 on or before the date and time ("due date" set forth in this notice (also referred to as the "submission deadline"). The City's Law Director and/or his designated representative will receive submissions up to the submission deadline.

The City reserves the right to extend the submission deadline at any time prior to opening of the sealed submissions, to reject all submissions without the need for cause or prior notice, to reject particular submissions due to defects in mandatory items, to waive non-mandatory items and to accept any submissions that in its judgment is in the best interest of the City.

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John F. Coffey II, Esq., Law Director, 630 Avenue C, Rm. 15, Bayonne, NJ 07002