

NOTICE POSTED: MARCH 25, 2024

DUE DATE: APRIL 15, 2024 @ 10:00 a.m. prevailing time

PUBLIC READING: All proposals/responses will be opened at the City of Bayonne Law Department on **APRIL 15, 2024 @ 11:00 a.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 a professional services provider or providers (hereinafter referred to in this notice and the various submission documents as the "respondent," "provider," "contractor," "submitting party," "applicant," "vendor," "service provider," and/or "professional service provider") for the following professional service/title in accordance with the "competitive contracting" process as defined in N.J.S.A. 40:A11-4.1 et seq.

**THE CITY OF BAYONNE REQUESTS PROPOSALS FROM
BUSINESS ORGANIZATIONS INTERESTED IN PROVIDING
ANIMAL CONTROL OFFICER AND ANIMAL SHELTER SERVICES
FOR THE PERIOD COMMENCING AS OF THE CONTRACT DATE
TO DECEMBER 31, 2024 WITH FOUR (4) POSSIBLE ONE (1)
YEAR OPTIONS TO RENEW AT THE CITY'S SOLE DISCRETION**

INTRODUCTION

Pursuant to the Competitive Contracting Process described under N.J.S.A. 400:A11-4.1 et seq., the City of Bayonne ("City") seeks proposals from a licensed vendor to provide Animal Control Officer and Animal Shelter Services for the City for a contract period running from the commencement date of the contract until **December 31, 2024** with four (4) one (1) year renewal options at the City's sole discretion. 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). Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57) with its proposal.

GENERAL AND TECHNICAL SPECIFICATIONS

Scope and Description of Services

The City is interested in entering into a contract with a qualified vendor who is able to provide Animal Control Officer and Animal Shelter Services for the City as detailed and described herein. The City reserves the right to award the contract for the performance of these services in the manner which is most advantageous to the City.

Once awarded, this contract shall be managed and enforced by the City's Director of Municipal Services. All inquiries, invoices and all paperwork submitted for payment shall

be directed to the City of Bayonne, Director of Municipal Services, 630 Avenue C, Bayonne, New Jersey 07002.

Respondents shall provide on the Official Proposal Form their annual, total, all-inclusive price, which shall be paid monthly for both services combined, that they shall charge the City to provide the animal control officer and animal shelter services as detailed and defined herein which shall include, but not be limited to, all labor, equipment, fuel, utilities, insurance, animal food, bedding, shelter, maintenance, disposal, recordkeeping, etc.

The vendor shall be required to provide animal shelter services as detailed and described herein and in accordance with all regulations established by the State of New Jersey for providing such services.

The services to be provided by the vendor shall include, but not be limited, to the following:

- A. Providing animal control officer services as required by N.J.S.A. 4:19-15.16 et seq.

- B. OPTION 1: 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, and control of animals as needed. Crocodiles, alligators, whales, porpoises, feral cat colonies and dead deer are specifically excluded from this agreement. The vendor shall be responsible for providing his/her own transportation and for animals that are taken to a shelter or for veterinarian services. The vendor shall bring the animals to a shelter, designated by the City, for animals as needed. Vendor shall bring animals for emergency veterinary services, to a veterinarian designated by the City, as needed. Vendor or his/her agent shall tour the streets of City to issue summonses to owners when possible, for licensed and unlicensed dogs and cats running at large. When called upon by the City, vendor 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. Vendor shall be responsible for bringing the animals to the designated animal shelter, for rabies quarantine and compliance with those procedures. Any services provided by the animal control officer or his/her agents to private owners shall not be paid for by the City but shall be subject to an agreement between those parties.

OR OPTION 2:

Animal control officer services must be performed by a certified animal control officer or his or her animal control agent for seven (7) days a week on a twenty-four (24) hour basis, which includes emergency services 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, and control of animals as needed. Crocodiles, alligators, whales, porpoises, feral cat colonies and dead deer are specifically excluded from this agreement. The vendor shall be responsible for providing his/her own transportation and for animals that are taken to a shelter or for veterinarian services. The vendor shall bring the animals to a shelter, designated by the City, for animals as needed. Vendor shall bring animals for emergency veterinary services, to a veterinarian designated by the City, as needed. Vendor or his/her agent shall tour the streets of City to issue summonses to owners when possible, for licensed and unlicensed dogs and cats running at large. When called upon by the City, vendor 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. Vendor shall be responsible for bringing the animals to the designated animal shelter, for rabies quarantine and compliance with those procedures. Any services provided by the animal control officer or his/her agents to private owners shall not be paid for by the City but shall be subject to an agreement between those parties.

(NOTE: YOUR PROPOSAL MUST PROVIDE A PRICE FOR OPTION 1. A PROPOSAL FOR OPTION 2 IS NOT MANDATORY. THE CITY OF BAYONNE SHALL HAVE THE SOLE DISCRETION OF AWARDING OPTION 2 BASED UPON COST AND OTHER PERTINENT FACTORS.)

- C. 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.
- D. The vendor shall provide an animal shelter facility in full compliance with the laws governing animal shelter facilities in the State of New Jersey (N.J.A.C. 8:23A), including any regulations promulgated by the New Jersey Department of Health. Said animal shelter shall be designed to confine, receive, house and/or distribute animals seized within the City's jurisdiction or other location with reasonable distance to the City, and pursuant to all applicable laws. **Two (2) consecutive annual shelter inspection reports must be submitted with this proposal.**
- E. Vendors are encouraged to bid providing their own animal shelter for this service. However, veterinarian facilities shall not be utilized as a source of sheltering animals.

- F. Vendors who are selected will ensure that they are in full compliance with laws governing animal shelter facilities in the State of New Jersey, including any regulations promulgated by the New Jersey Department of Health. The shelter shall be designed to confine, receive, house and/or distribute animals seized within the City's jurisdiction or reasonable distance to the City, and pursuant to all applicable laws (N.J.A.C. 8:23A-1 et. seq.).
- G. The vendor and facility shall be available and open a minimum of four (4) hours per day, Monday through Friday, and a minimum of five (5) hours per day on Saturday, during normal business hours, during which times the animals may be reclaimed by the owners. The vendor shall establish written charges that may be incurred for claiming and/or quarantining animals. The **vendor shall provide a copy of those charges to the City prior to contract award.** The owner shall be responsible for said charges, including applicable New Jersey Sales Tax, when reclaiming their animals. Hours shall be conspicuously posted at the facility and available to City residents on an answering machine, answering service or website after-hours.
- H. The vendor shall provide to the City a telephone number by which residents may contact the vendor when necessary, during normal business hours and with a means to leave a message or obtain information after hours such as on an answering machine, answering service or website.
- I. The vendor shall additionally provide the City with a cellular telephone number, which will not be released to the public, by which the vendor may be reached either by City personnel, City Police, Humane Police and/or by authorized personnel.
- J. The vendor shall provide humane treatment to all animals in conformity with the rules and regulations established by the New Jersey Department of Health. Shelter shall hold all the City's stray animals for at least seven (7) days from the date that the Animal Control Officer or other designated representative delivers such animal to the shelter or for at least such other time as may be required by law. Unclaimed stray animals shall be held for adoption only if the vendor determines that the animal is healthy and adoptable.
- K. The shelter shall hold all animals, whether stray or owned, delivered by the municipal Animal Control Officer and identified as "bite cases" for at least ten (10) days from the date on which the bite occurred, for any period specified by the New Jersey Department of Health or for at least such other time as otherwise required by law. The vendor will be compensated

by the owner of said animal.

- L. The vendor shall immediately notify all owners of animals wearing a license or identification tag or that have license or locator micro-chips implanted and shall only allow reclamation of dogs by their owners when a current license is displayed.
- M. The vendor shall, upon presentation of proper identification, accept any animal from a City resident. When such animals are certified as being owned, the shelter shall require, in writing, authorization for disposal of the animal from the person turning the animal in. A surrender fee may be charged. If the animal is certified as a stray or lost animal, shelter personnel shall enter it into the records in the same way as animals received from City personnel and will submit a complete record of such animals to the City.
- N. The vendor shall provide twenty-four (24) hour, seven day per week service, for injured animals in an emergency situation and/or to quarantine animals that have bitten and/or caused injuries to persons within the City. Should an owner request the right to quarantine their own animal, they shall have the right unless a court order prevails and/or if the Animal Control Officer/ Humane Police Officer deem the situation unsafe. All quarantined animals shall be retained for the mandatory ten (10) day holding period.
- P. The shelter shall arrange for a veterinary care by a veterinarian to any injured/sick animal sufficient to stabilize said animal's condition and to alleviate pain and suffering and to prevent the spread of disease. The vendor shall submit all veterinary fees to the owner, if known.
- Q. The vendor shall maintain a file of all veterinary bills related to the service of animals in Bayonne and shall provide, upon request from the City of Bayonne, copies of same within 30 days of said request.
- R. The shelter shall have a veterinarian monitor the veterinary care and all other aspects of shelter operation affecting the health of the animal population of the shelter.
- S. If an animal is suspected of having a disease which may pose a risk to the animal population of the shelter or humans said animal may be refused.
- T. If an animal dies in route to the shelter, the Animal Control Officer shall place the animal in a body bag and complete the stray animal form. The shelter shall hold the body for at least 10 days unless otherwise provided by law or where the individual responsible for the animal is

notified and wishes to identify or repossess said animal.

- U. The shelter shall be available during regular business hours for animals to be lawfully claimed by their rightful owners. Said hours shall be posted conspicuously at the facility and listed on its answering machine message/website for afterhours contact.
- V. The shelter shall provide twenty-four (24) hour, seven day per week access to the animal control officer to deliver stray animals and to the impoundment area for drop off.
- W. The shelter shall be available for inspection by municipal representatives during regular business hours and shall make all records, required by law to be maintained. The shelter shall make all records accessible upon demand as well.
- X. The vendor shall complete and maintain all required records and documentation and shall make them available for inspection by authorized City personnel.
- Y. The vendor shall confine or euthanize any stray animals exhibiting characteristics of rabies and when directed by the appropriate authorities shall behead the animal and prepare it for testing of the disease.
- Z. The vendor shall designate a contact person who shall handle all inquiries and concerns from the City.
- AA. The vendor shall complete and submit an annual Shelter/Pound Survey relative to the Animal Population Control Program established pursuant to P.L. 1983, c 172. A copy of the survey shall be submitted to the City Clerk.
- BB. The vendor may charge the owner bringing in their own animals and shall not charge the City.
- CC. Owners of animals running at large without the proper inoculations shall be wholly responsible for any diseases contracted before, during or after impoundment.
- DD. The shelter shall identify its annual cost for providing said service to the City and shall outline ALL fee schedules, emergency call out rate, etc. with this proposal.
- EE. The shelter shall provide a monthly activity report to the City with their monthly invoice which lists the date and times of service, source of animal, breed of animal and unique identifying features of the case to be able to

link said animal and case to the Animal Control Officer's report.

- FF. Shelter shall identify any additional service that they are capable of and willing to provide to the City, including but not limited to spay/neuter clinics, resident/owner education, printed and electronic resources, adoption services, etc.

INSURANCE

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

- a. The vendor shall be required to carry full insurance including comprehensive general liability; workman's compensation insurance; which shall cover all operations of the vendor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the vendor in connection with the vendor's operations under the Contract; vendor shall provide professional liability (errors& omissions) insurance for claims arising from any negligent performance of vendors' services pursuant to the agreement in the amount of \$1,000,000 per claim. Said insurance, by endorsement, shall fully protect the City from liability.
- b. Certificates naming the 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 vendor.

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 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.
- III. Automobile and Truck Liability

Automobile and truck liability insurance which shall be written to cover any automobile or truck used by the insured. Limits of liability for

bodily injury and property damage shall be not less than \$1,000,000.00 per occurrence as a combined single limit.

IV. Professional Liability Insurance (Errors & Omissions)

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 certificates of insurance shall designate the 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 vendor is an independent contractor and not an employee of the City.

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

The vendor shall hold the City harmless for damages to the vendor's equipment utilized during the term of this Contract.

Programs of self-insurance are not acceptable.

PAYMENT

The vendor shall be required to sign the City's standard contract. The contract shall remain on file in the Office of the City Clerk. Vendor payment will be made on a monthly basis after the Director of Municipal Services receives an invoice and all supporting documentation and approves same. Promptness in submitting vouchers is of advantage to the vendor.

PROFESSIONAL INFORMATION AND QUALIFICATIONS

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

1. Current license issued by the State of New Jersey to be an animal control officer;
2. Current license issued by the State of New Jersey to operate an animal shelter;
3. Name of firm, business organization, shareholders and directors with more than a ten percent 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 control officer services and animal shelter services for municipalities;
7. At least four (4) references, three (3) of which must have knowledge of your service to public entities;
8. The organization's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
9. 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;
10. Any other information which the interested organization deems relevant;
11. Business Registration Certificate (preferably with the proposal but prior to award of contract);
12. Statement of corporate ownership (c.52:25-24.2)(form provided);
13. Letter of Qualification (form provided);
14. Letter of Intent (form provided);
15. Non-Collusion Affidavit (form provided);

16. Americans with Disabilities Act form (form provided);
17. Affirmative Action Compliance Notice (form provided);
18. Minority/Woman Business Enterprise form (form provided);
19. Disclosure of Non-Involvement in Prohibited Activities in Russia or Belarus form (form provided)
20. Disclosure of Investment Activities in Iran form (form provided); and
21. 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; and
22. State whether your company/firm is presently involved in a lawsuit and whether it has been sued in the last five (5) years. If so, provide a description of each matter.

EVALUATION PROCESS:

An evaluation team will review all responses/proposals to the SFP in accordance with N.J.A.C. 5:34-4.2. The team will determine if the proposals/responses satisfy the SFP Requirements, determine if a proposal/response 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 proposal/response. 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. Technical criteria: (30%) Percent
 - i. Proposed methodology:
 - (1) Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives?
 - (2) Is the vendor's proposal complete and responsive to the specific Solicitation for Proposals requirements?
 - (3) Has the past performance of the vendor's proposed methodology been documented?
 - (4) Does the vendor's proposal use innovative technology and techniques?
 - ii. Are sound environmental practices such as recycling, energy efficiency, and waste reduction used?

2. Management criteria: (40%) Percent

i. Project management:

(1) How well does the proposed scheduling timeline meet the contracting unit's needs?

(2) Is there a project management plan?

ii. History and experience in performing the work:

(1) Does the vendor document a record of reliability of timely delivery and on-time and on-budget implementation?

(2) Does the vendor demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?

(3) Does the vendor document industry or program experience?

(4) Does the vendor have a record of moral integrity?

iii. Availability of personnel, facilities, equipment and other resources:

(1) To what extent does the vendor rely on in-house resources vs. contracted resources?

(2) Are the availability of in-house and contract resources documented?

iv. Qualification and experience of personnel:

(1) Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?

(2) Does the vendor make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?

(3) Does the vendor demonstrate cultural sensitivity in hiring and training staff?

3. Cost criteria: (30%) Percent

i. Cost of goods to be provided or services to be performed:

(1) Relative cost: How does the cost compare to other similarly scored proposals?

(2) Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?

ii. Assurances of performance:

(1) If required, are suitable bonds, warranties, or guarantees provided?

(2) Does the proposal include quality control and assurance programs?

iii. Vendor's financial stability and strength:

- (1) Does the vendor have sufficient financial resources to meet its obligations?

BASIS OF AWARD EVALUATION CRITERIA:

**Professional Animal Control and Animal Sheltering Services
Term: Not to Exceed One (1) Year commencing as of the date of the contract with
Four (4) Possible one (1) Year Extensions at the City's Sole Discretion**

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. The highest total score shall be the basis for the contract award.

EVALUATION CRITERIA	SCORE/ POINTS
<p align="center">TECHNICAL CRITERIA POTENTIAL SCORE OF 30 POINTS (30%)</p>	
<p>Vendor's response/proposal demonstrates a clear understanding of the scope of work and related objectives; Vendor's response/proposal is complete and responsive to the technical SFP requirements; Vendor evidences successful past performance of like projects</p>	
<p align="center">MANAGEMENT CRITERIA POTENTIAL SCORE OF 40 POINTS (40%)</p>	
<p>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 Animal Control and Animal Sheltering Services; Proof of licensure, if applicable</p>	
<p align="center">COST CRITERIA POTENTIAL SCORE OF 30 POINTS (30%)</p>	
<p>Cost of goods/services to be provided; Quality and quantity of vendor's services to previous clientele; Vendor's financial ability to meet obligations</p>	
<p>POINT TOTALS</p>	

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 Professional/Consulting/Extraordinary Unspecifiable Service SUBMISSION FORMS," **AND**
2. Are Subject to the Standardized "General Instructions, Submission and Selection Criteria for Professional/Consulting/Extraordinary Unspecifiable Service Contracts."

The above-mentioned standardized documents are available on the City of Bayonne Website (<http://www.BayonneNJ.org>) under the heading "Notices" by clicking on the link "Requirements for Submission," "Click here to view Requirements." and clicking on the links under Paragraphs No. 1 and No. 2. 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 Professional/Consulting/Extraordinary Unspecifiable Service SFP 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 signed Professional/Consulting/Extraordinary Unspecifiable Service Entity Information Form.
3. 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>".
4. A copy of State of NJ, Department of the Treasury, Division of Revenue and Enterprise Services, Certificate of Good Standing. Information on this Certificate can be obtained on the web at <https://www.njportal.com/dor/businessrecords/>.
5. Disclosure of Investment Activities in Iran Form
6. Disclosure of Non-Involvement of Activities in Russia or Belarus
7. 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 SFP.

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.

NOTICE POSTED: MARCH 25, 2024

DUE DATE: APRIL 15, 2024 @ 10:00 a.m. prevailing time

PUBLIC READING: All proposals/responses will be opened at the City of Bayonne Law Department on **APRIL 15, 2024 @ 11:00 a.m.**