

**REQUEST FOR PROPOSAL**

**PROVIDING ANIMAL CONTROL SERVICES FOR THE  
TOWNSHIP OF COMMERCIAL**

1768 MAIN ST.  
PORT NORRIS, NJ 08349  
(856) 785-3100  
RFP #2016-1

**PROPOSAL SUBMITTAL:  
10A.M. PREVAILING TIME  
TUESDAY, NOVEMBER 29, 2016  
HELD IN TOWNSHIP MUNICIPAL CLERK'S OFFICE  
1768 MAIN ST.  
PORT NORRIS, NJ 08349**

**PAMELA HUMPHRIES  
CHIEF FINANCIAL OFFICER**

# **REQUEST FOR PROPOSAL**

## **TOWNSHIP OF COMMERCIAL, NEW JERSEY**

The Township of Commercial invites Request for Proposal for Providing Animal Control Services for the Township of Commercial. The contract will be for one (1) year with two (2) one (1) year options for the Township to renew the contract for additional years.

**RFP Documents may be obtained from the Municipal Clerk located at the Township Municipal Building, 1768 Main St., Port Norris, NJ 08349 - Monday through Friday between the hours of 8:00am and 4:00pm.**

Sealed Proposals (1 original and 3 copies) must be delivered to the address stated above, prior to the time and date listed as the public opening. The RFP #2016-1 and Attn: Hannah Nichols, Township Clerk must be clearly written on the outside of the envelope.

### **Scope of Services:**

Animal Control Services performed within the borders of the Township of Commercial by NJ licensed Animal Control Officers for mainly five (5) days a week, 8:00am to 4:00pm, but also as needed on Saturday, Sunday, holidays, nights, and 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. For the purposes of these services all feral cat colonies, and dead deer are specifically excluded from the category of animals.

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

Contractor shall issue warnings to owners when possible, for animal control violations. When called upon by the Township, contractor shall impound or attempt to impound any stray dog or cat, or any animals posing potential danger to humans or other animals. Such animals must 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 contractor for private owners shall not be paid for by the Township, but shall be subject to an agreement between those parties.

Contractor shall be compliant with N.J.A.C. Chapter 8:23A as it relates to the performance and operation of Animal Control Services in the Township of Commercial.

### **The successful candidate will 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 Township of Commercial from liability.

b) Certificates naming the Township of Commercial as an additional named insured, and evidencing such insurance coverage, shall be filed with the Township Clerk prior to the commencement of operations hereunder by the Contractor.

**The following Certificates of Insurance must be furnished:**

- Worker's Compensation;
- Comprehensive General Liability:  
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; Township of Commercial as additional insured.

ii. Comprehensive General Liability must be maintained for at least one year after completion of the contract and its acceptance by the Township of Commercial..

iii. Professional Liability Insurance (Errors & Omissions)

1. 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 Township of Commercial as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the Township 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 Township of Commercial.

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

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

Programs of self-insurance are not acceptable.

Proposals will be evaluated by the Township of Commercial Committee on the basis of the most advantageous, price and other factors considered. The evaluation will consider:

- a. New Jersey State licensure, experience, references and reputation in the field;
- b. Qualifications of the individuals who will perform the tasks outlined in the scope of services, and the degree of their respective participation;
- c. Ability to address, complete, and facilitate all items stated in the above scope of services;
- d. Knowledge of the Township of Commercial and the candidate's ability to provide such services in a timely manner (including staffing, familiarity and location of key staff);
- e. Availability to accommodate any required meetings of the Township.
- f. Compensation proposal (including proposed compensation on Saturdays, Sundays, Holidays, nights and emergencies); and
- g. Other factors to be demonstrated to be in the best interest of the Township of Commercial.

**Professional information required to be submitted with proposals:**

1. Name of firm or individual.
2. Copy of Candidate's current contract with NJ licensed animal shelters or qualified organization where stray animals are to be placed by candidate.
3. Address of principal place of business and all other offices and corresponding telephone and fax numbers.
4. Names of personnel that will be assigned to perform the work outlined in the scope of services.
5. Description of candidate's and staff's education, experience, qualifications, number of years with the firm, and a 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 candidate deems relevant.
9. Statement of corporate ownership (c.52:25-24.2).

This contract will be awarded for a one year period, beginning January 1, 2017 and ending December 31, 2017 with two one-year options for the Township to renew the contract for additional years. The Township of Commercial reserves the right to reject any and or all responses.

**Please include a copy of the following:**

- **NJ Business Registration Certificate and completed W-9**
- **Documentation of required Affirmative Action. Required affirmative action documentation includes one of the following:**
  - 1) **A letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.**  
OR
  - 2) **A Certificate of Employee Information Report Approval.**  
OR
  - 3) **An Affirmative Action Employee Information Report (Form AA302).**

**The public opening will be held in the Township of Commercial Municipal Clerk's office located at 1768 Main St., Port Norris, NJ 08349 on Tuesday, November 29, 2016 at 10:00am.**

RFP # 2016-1

Pamela Humphries  
Chief Financial Officer

## BIDDER'S CHECKLIST

The following checklist is provided for each bidder to check off documents submitted with their bid:

- A. Stockholder Disclosure Statement - properly notarized listing stockholders or partners owning ten percent (10%) or more of corporation or partnership stock (Required) [ ]
- B. Non Collusion Affidavit properly notarized. (Required) [ ]
- C. New Jersey Business Registration Certificate (BRC) (Required) [ ]
- D. Affirmative Action Evidence (Required) [ ]
- E. W-9 Form (Required) [ ]
- F. Acknowledgement of Receipt of Addenda (Required) [ ]
- G. Professional Animal Control Services Proposal (Required) [ ]
- H. Certificates of Insurance [ ]
- I. Authorized Signatures on all forms [ ]

OFFICIAL PROPOSAL SHEET-ANIMAL CONTROL SERVICES

The Respondent agrees to Provide Animal Control Services for the Township of Commercial for the prices submitted below and in accordance with the "SCOPE OF SERVICES" as detailed and described herein:

Total, all inclusive, annual cost to provide the services detailed and described herein, which shall be paid on a monthly basis, shall be: \$\_\_\_\_\_

PROPOSAL SUBMITTED FOR:

COMPANY:

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ADDRESS:

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BID BY:

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(Please Print or Type Name)

TITLE:

---

DATE:

---

TELEPHONE:

---

FAX:

---

TAXPAYER IDENTIFICATION NUMBER:

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**STATEMENT OF CORPORATE OWNERSHIP**  
(10% DISCLOSURE FORM)

The names and addresses of all stockholders or partners who hold more than 10% interest in the bidding entity are as follows:

Name	Address

\_\_\_\_\_  
Name of Firm or Person Submitting Bid

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

SEAL:

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } \_\_\_\_\_ SS: \_\_\_\_\_ [PROJECT NAME]

I \_\_\_\_\_, of the City of in the State \_\_\_\_\_ of, being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of \_\_\_\_\_ [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above named project, in the capacity of \_\_\_\_\_ [TITLE OF AFFIANT], and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Township committee of the Township of Commercial rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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 the \_\_\_\_\_ [NAME OF BIDDER].

Sworn and subscribed before me this \_\_\_\_\_

Day of \_\_\_\_\_ 2013

\_\_\_\_\_  
**Name of Firm or Individual Title**

Notary Public of \_\_\_\_\_

My Commission expires on \_\_\_\_\_

**AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } \_\_\_\_\_ SS: \_\_\_\_\_[PROJECT NAME]

I, \_\_\_\_\_[NAME OF AFFIANT] , of the City  
of \_\_\_\_\_ in the State \_\_\_\_\_[Commonwealth] of being of  
full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of \_\_\_\_\_[NAME OF BIDDER] , the bidder submitting  
the Bid Proposal for the above named project, in the capacity of  
\_\_\_\_\_[TITLE OF AFFIANT] , and I have executed the Bid Proposal with  
full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and  
shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

## **Procurement and Service Contract - Mandatory Language**

**P.L. 1975, C. 127 (N.J.A.C. 17:27)**

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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, sex, affectional or sexual orientation; The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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. 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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

## Acknowledgement of Receipt of Addenda

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number

Dated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

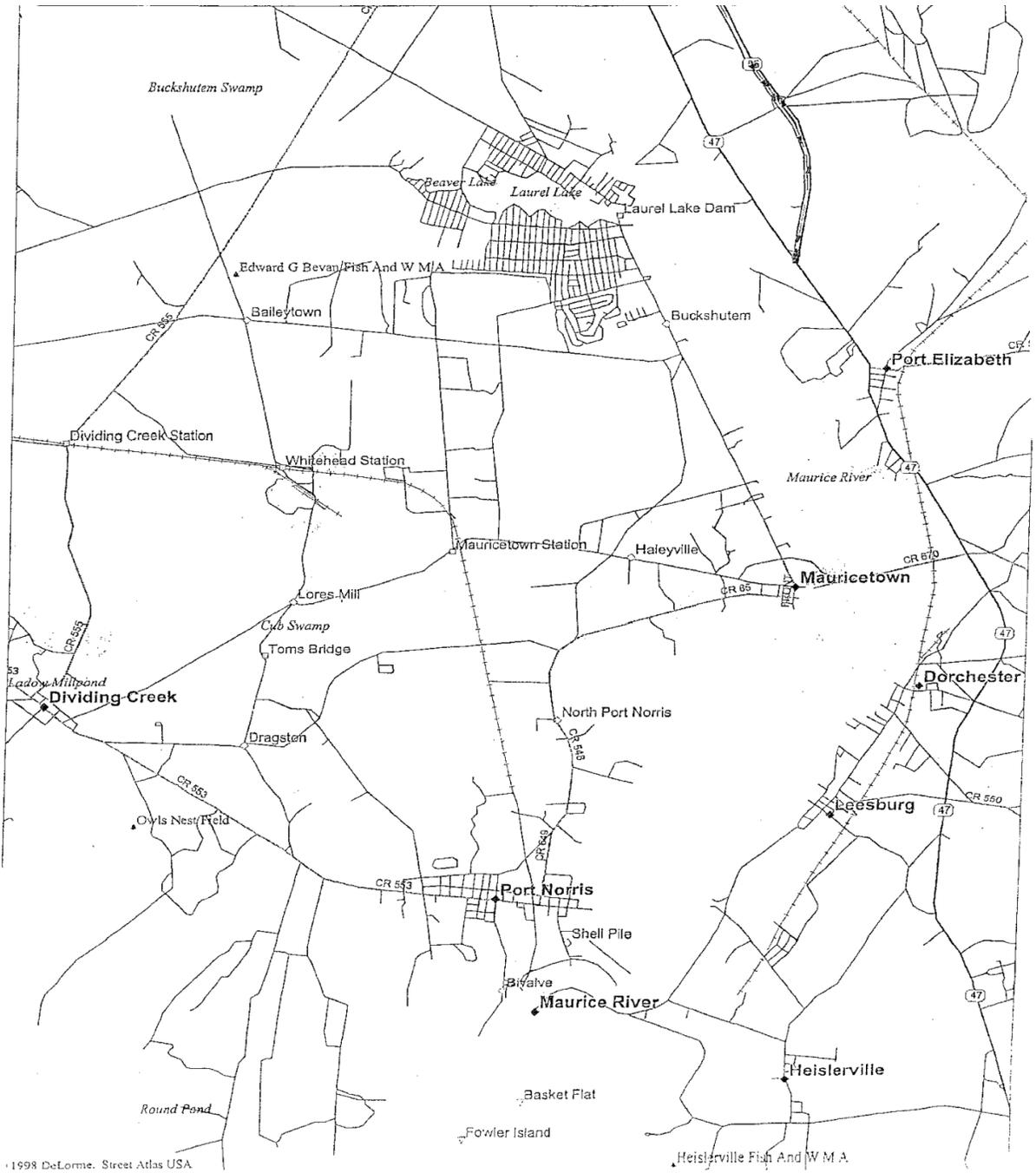
Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

**Posting Will Be On Internet**



## MAP OF COMMERCIAL TOWNSHIP

### TOWNSHIP OF COMMERCIAL – MUNICIPAL DATA

#### RESIDENTIAL SOURCES:

Single family		2,222
Multi-family		24
Apartment/Condominiums	5 apartment building	54 units

