

**Town of West New York**  
**Hudson County, NJ**  
**Notice for R.F.P.**  
**(Request for Proposal)**

Request for Proposals will be received by the **Town Clerk** of the Town of West New York, in the County of Hudson, New Jersey, at the **Town Clerk's Office** in the Municipal Building, 428-60th Street, West New York, N.J. on **Friday, February 13, 2015 at 10:00 a.m.** for the following, in accordance with the Request for Proposals now on file in the office of the Town Clerk, Municipal Building, 428-60th Street, West New York, N.J., where same may be obtained during office hours from 9:00 a.m. to 4:00 p.m.:

**Animal Control Shelter Services (2<sup>nd</sup> Occasion)**

All RFPs shall be submitted in sealed envelopes addressed to the Town Clerk of West New York, the envelope shall have marked conspicuously on its face on the top right-hand side in letters not less than one inch the word **“Request for Proposals”** followed immediately below those words in letters not less than one half inch high: **“Request for Proposals for “Animal Control Shelter Services (2<sup>nd</sup> Occasion)” for the Town of West New York”** and underneath that **“To be received on the 13<sup>th</sup> day of February, 2015 at 10:00 a.m.”** Proposals will **not** be accepted by facsimile transmission or e-mail.

Requests for Proposals are available in the Office of the Town Clerk, 428 – 60th Street, West New York, NJ (telephone no. 201-295-5090; fax no. 201-861-2576). Proposals shall be submitted on the forms provided and shall be in accordance with the specifications contained in the Request for Proposals.

The Town intends to award any contract for these services pursuant to N.J.S.A. 40A:11-5.

If RFPs are to be accepted by mail or courier, the RFPs must be placed in an **outer envelope**, which on **the top right-hand side shall clearly designate** in the same manner as set forth above, the same size and information. The inner envelope **shall have specifically placed in the center the same information as set forth above** and on the bottom left-hand side the name and address of the Respondent.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. Responders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and all other requirements set forth in the Request for Proposal.

Respondents must submit an **original and three (3) copies of their Proposal** to the designated contact person or designee:

Carmela Riccio, Town Clerk  
West New York Municipal Building  
428 – 60th Street (Room 2)  
West New York, NJ 07093

The Town of West New York reserves the right to reject any or all Proposals, to waive any informalities or to accept a Proposal which, in its judgment, best serves the interest of the Town.

Dated: 1/21/15

By Order of the Mayor and Board of  
Commissioners of the Town of West New York

Carmela Riccio, RMC  
Town Clerk

REQUEST FOR PROPOSAL

PROVIDING ANIMAL SHELTER FACILITY FOR THE TOWN OF  
WEST NEW YORK

PROPOSAL TO BE SUBMITTED:

10AM. PREVAILING TIME

FRIDAY, FEBRUARY 13, 2015

HELD IN THE OFFICE OF

TOWN CLERK, ROOM 2

TOWN OF

WEST NEW YORK

428 -60<sup>TH</sup> STREET, W.N.Y., NEW JERSEY 07093

XENIA R. RIVERO, QPA  
PURCHASING DEPARTMENT

## **Notice To Suppliers**

PROPOSALS will be received by the Town Clerks Office Room 2 for providing Animal Shelter Facility Services for the Town of West New York until Friday, February 13, 2015, at 10:00 A.M, prevailing time. Proposals shall be opened at 10:00 A.M. on Friday, February 13, 2015.

The proposals will be opened in the Town Clerk's office of the W.N.Y. Town Municipal Building, 428 60<sup>th</sup> Street, West New York, New Jersey, on the appropriate date and time as shown in this notice.

The Town will not be responsible for the late delivery of proposals, regardless of the method of delivery. Proposals received after the designated date and time will not be considered. **Faxed or e-mailed proposals will not be accepted.**

Information on this Request for Proposals is on file in the office of the Purchasing Agent, WNY. Town Municipal Building, 428-60<sup>th</sup> Street, W.N.Y., New Jersey, and may be inspected during regular business hours. Potential respondents will be furnished with copies of the same upon request.

Proposals must be submitted on the Official Proposal Sheets provided in the manner designated.

Proposals are to be delivered to:           Office of the Town Clerk  
  W.N.Y. Town Municipal Building  
  Room 2  
  W.N.Y., New Jersey, 07093

Indicate on the envelope for mailed proposals the subject of the proposal.

The W.N.Y. Purchasing Agent reserves the right to reject any and all proposals when it is deemed in the best interest of the Town.

Any questions regarding this Request for Proposals prior to the opening may be addressed to the Office of the Town Clerk, West New York, New Jersey, 07093; telephone 201-295-5200

Xenia R. Rivero, QPA  
Purchasing Agent

**PROVIDING 2015-2017 ANIMAL SHELTER FACILITY  
SERVICES FOR THE TOWN OF WEST NEW YORK**

**INTENT**

The intent and purpose of this specification is to adequately describe the requirements for providing Animal Shelter Facility Services for the Town of West New York, and to list all requirements necessary for entering into a contract for providing the services described herein or as mutually agreed upon.

**TERMS OF THE AGREEMENT**

The contract shall commence March 1, 2015 or at a later date when approved by the Mayor and Commissioners, and shall terminate February 28, 2016. The Town shall have two- one year options to extend this contract under the same terms and conditions. The vendor shall be paid monthly for providing the services.

**CANCELLATION FOR UNSATISFACTORY PERFORMANCE**

Vendors are hereby notified that any contract awarded as a result of this request for proposal may be voided without recourse, with thirty (30) calendar days written notification, by certified mail, if services provided under this contract are not complete and satisfactorily performed.

**VENDOR INQUIRIES**

All inquiries from vendors with respect to this request for proposal shall be directed to the West New York Purchasing Agent, 428-60<sup>th</sup> St., W.N.Y., NJ 07093; telephone (201) 295-5147 or by email at [xrivero@westnewyorknj.org](mailto:xrivero@westnewyorknj.org).

**INSURANCE (Required for this Proposal: Yes  No )**

The successful vendor shall not commence any work in connection with the awarded contract until all of the following types of insurance have been obtained and such insurance policies have been approved by the Town Attorney for the Town of West New York. All insurance policies shall be obtained from an insurance company authorized to conduct business in the State of New Jersey.

The vendor shall furnish proof of insurance coverage by Certificate of Insurance accompanying the contract documents and shall name the Town of West New York as additional insured. Such

Certificate of Insurance shall provide that the insurance company give the Town of West New York thirty (30) days prior notice of any changes or cancellation terms of such policies during the period of coverage.

The Town of West New York shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of any such deductible shall be the sole responsibility of the vendor providing such insurance.

It shall be the responsibility of the successful vendor to maintain in force such insurance policies named herein during the life of this contract.

**WORKER'S COMPENSATION INSURANCE**, including Occupational Diseases, shall be required of the successful contractor, covering its employees engaged in the work, in accordance with the statutory requirements of the laws of the State of New Jersey. The Worker's Compensation Insurance Policy shall contain an Employee's Liability endorsement providing limits of not less than statutory requirements.

**GENERAL PUBLIC LIABILITY INSURANCE** shall be required of the successful vendor, which shall also include Products Liability, including losses, injury, or damage resulting from the performance of this agreement, with a limit of not less than \$500,000.00 single limit bodily injury and/or property damage combined from damages arising out of bodily injury and/or property damage combined from damages arising out of bodily injuries to, or death of all persons in any one occurrence and for damages to, or destruction of property including the loss of use thereof in any one occurrence, and \$500,000.00 aggregate property damage per accident.

**PROPERTY DAMAGE INSURANCE** in an amount no less than \$500,000.00 for damage to property for each and every accident with provisions for thirty (30) days prior written notice to the Town of West New York of any changes, modifications, or cancellation of such coverage. The Town of West New York shall be included as an additional named insured.

**FAILURE TO ATTACH A CERTIFICATE OF INSURANCE OR TO FULLY EXECUTE THE ATTACHED CONSENT OF INSURANCE FORM AND RETURN SAME WITH THIS PROPOSAL MAY BE GROUNDS FOR REJECTION OF THIS PROPOSAL.**

**NEW JERSEY BUSINESS REGISTRATION** (Required for all Proposals)

All New Jersey and out of state business organizations must obtain a Business Registration Certificate from the New Jersey Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Respondents shall submit with their proposal proof of their valid Business Registration with the Division of Revenue, Department of Treasury, State of New Jersey, and, if applicable, proof of the valid registration of each prime contractor. Questions regarding Business Registration may be directed to the Division of Revenue at (609) 292-1730. Online filing is available at [www.state.nj.us/treasury/revenue/taxreg.htm](http://www.state.nj.us/treasury/revenue/taxreg.htm).

## **TIE PROPOSALS**

The Town of West New York reserves the right to award at their discretion to any one of the entities submitting a proposal.

## **TECHNICAL SPECIFICATIONS**

### **SCOPE AND DESCRIPTION OF SERVICES**

The Town is interested in entering into a contract with a qualified vendor who is able to provide Animal Shelter Facility Services for the Town of West New York as detailed and described herein.

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 Town reserves the right to award the contract for the performance of these services in the manner which is most advantageous to the Town.

Once awarded, this contract shall be managed and enforced by the West New York Purchasing Agent. All inquiries, invoices and all paperwork submitted for payment shall be directed to the Town of W.N.Y, Purchasing Department, and 428-60<sup>th</sup> Street, West New York, NJ 07093.

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

Services to be provided by the vendor shall include but not be limited to the following:

- A. The vendor shall provide an animal shelter facility in full compliance with laws governing animal shelter facilities in the State of New Jersey (Title 8:23-A), including any regulations promulgated by the New Jersey Department of Health. Said shelter shall be designed to confine, receive, house and/or distribute animals seized within the jurisdiction of West New York Town, and pursuant to all applicable laws. **In addition two (2) consecutive annual shelter inspection reports must be submitted with this proposal.**
- B. 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.

- C. 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 jurisdiction of W.N.Y. Town, and pursuant to all applicable laws (N.J.A.C. 8:23A-1 et. seq.).
- D. 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 Town 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 residents of West New York Town on an answering machine, answering service or website after hours.
- E. The vendor shall provide to the Town 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. The vendor shall additionally provide the Town with a cellular telephone number, which will not be released to the public, by which the vendor may be reached either by Town personnel, Town Police, Humane Police and/or by authorized personnel.
- F. The vendor shall provide humane treatment to all animals in conformity with the rules and regulations established by the New Jersey Department of Health. Said Shelter shall hold all stray animals of West New York Town for at least seven (7) days from the date that the municipal Animal Control Officer or other designated representative delivers such animal to the facility 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.
- G. The shelter shall hold all animals of West New York Town, 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.
- H. 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.
- I. The vendor shall, upon presentation of proper identification, accept any animal from W.N.Y. Town residents. 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 Town personnel and will submit a complete record of such animals to the Town.

- J. 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 Town. 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 Office/ Humane Police Officer deem the situation safe. All quarantined animals shall be retained for the mandatory ten (10) day holding period
- K. 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.
- L. 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.
- M. 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.
- N. If an animal dies in route to said shelter, the Municipal Animal Control Officer shall place animal in body bag, and complete the stray animal form. 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.
- O. 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 answering message/website for afterhours contact.
- P. The shelter shall provide 24 hour/7 day a week access to the municipal animal control officer to deliver stray animals and access to impoundment area for drop off.
- Q. The shelter shall be available for inspection by municipal representative during regular business hours and shall make all records, required by law to be maintained, accessible as well.
- R. The vendor shall complete and maintain all required records and documentation and shall make them available for inspection by authorized Town personnel.
- S. 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 for testing of the disease.

- T. The vendor shall designate a contact person who shall handle all inquiries and concerns from the Town.
- U. 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 Town Clerk.
- V. The vendor may charge the owner bringing in their own animals and shall not charge the Town.
- W. Owners of animals running at large without the proper inoculations shall be wholly responsible for any diseases contracted before, during or after impoundment.
- X. The shelter shall identify its annual cost for providing said service to the Town and shall outline all fee schedules, emergency call out rate, etc. with this proposal.
- Y. The shelter shall provide a monthly activity report to the Town 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.
- Z. Shelter shall identify any additional service that they are capable of and willing to provide to the Town, including but not limited to spay/neuter clinics, resident/owner education, printed and electronic resources, adoption services, etc.

**PAYMENT**

The vendor shall be required to sign the standard Town of West New York contract which is on file in the Office of the Town Clerk. Vendor payment will be made on a monthly basis. A purchase order will be issued from the Town of West New York for these services. With each purchase order a voucher will be submitted for a Claimant Signature. The vendor will sign the voucher and return it, along with an invoice, to the Town of West New York Finance Office. Promptness in submitting vouchers is of advantage to the vendor.

**OFFICIAL PROPOSAL SHEET**

The Respondent agrees to Provide Animal Shelter Facility Services for the Town of West New York for the prices submitted below and in accordance with the "General and Technical Specifications" as detailed and described herein.

My total, all inclusive, combined (year 1) cost(s) to provide the services detailed and described herein, not including said extenuating circumstances which shall be paid on a monthly basis, shall be: \$ \_\_\_\_\_.

The Respondent agrees to provide these services under the same terms, conditions and costs for years 2 and 3. The Town shall, at its sole option determine whether to extend this contract for the additional one or two years.

**PROPOSAL SUBMITTED FOR:**

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(Please Print or Type Name)

BID BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

Do you have any exceptions to the specifications? Yes      No      . If yes, the respondent shall list all exceptions on a separate sheet and attach to the front of the Proposal Document.

**QUESTIONNAIRE**

Please answer the following questions.

List two (2) public agencies presently or previously contracted to whom you provide or have provided the services as herein specified. Include a reference contact name and telephone number.

1. \_\_\_\_\_

2. \_\_\_\_\_

How many employees does your company presently employ? \_\_\_\_\_

How many years has your company been providing this service? \_\_\_\_\_

Has your company ever failed to complete any contract with regard to any of the services herein described? Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, provide details here: \_\_\_\_\_

Name and telephone numbers of personnel who can be contacted if problems or emergencies

arise: 1) \_\_\_\_\_

2) \_\_\_\_\_

Name and telephone number of an individual who can be contacted at all times if service information is requested: 1) \_\_\_\_\_

2) \_\_\_\_\_

**CONSENT OF INSURANCE COVERAGE**

WHEREAS, \_\_\_\_\_ as Principal has submitted a proposal to provide goods and/or services as specified in the subject proposal to the Town of West New York, and whereas, in order for such proposal to be considered, proof of insurance must be submitted therewith;

NOW, THEREFORE, BE IT KNOWN THAT, if the Town of West New York shall accept the

proposal of the Principal and the Principal shall enter into a contract with the Town of West New York in accordance with the terms of such proposal, we the undersigned, do hereby state that we will provide the Principal with insurance coverage as set below:

- A. The insurance to be provided shall be underwritten by a company licensed to conduct business in the State of New Jersey.
- B. General Public Liability insurance in an amount no less than \$500,000.00 combined single limit including broad form comprehensive general liability insurance liability endorsement, and \$500,000.00 aggregate property damage per accident; and shall include provisions for thirty (30) days prior written notice to the Town of West New York of any changes, modifications, or cancellation of such coverage. The Town of West New York shall be included as an additional named insured.
- C. Property Damage Insurance in an amount no less than \$500,000.00 for damage to property for each and every accident with provisions for thirty (30) days prior written notice to the Town of West New York of any changes, modifications, or cancellation of such coverage. The Town of West New York shall be included as an additional named insured.
- D. All policies maintained shall name the Town of West New York as an additional named insured and shall provide for thirty (30) days prior written notice to the Town of West New York of any changes, modifications, or cancellation terms of such policies and we shall provide the Town Attorney with certificates of insurance evidencing such policies and provisions.
- E. All required insurance coverage must be in effect no later than 12:01 A.M., prevailing time, at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Sworn to and subscribed  
Before me on this \_\_\_\_\_  
Day of \_\_\_\_\_ 20. \_\_

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

PRINCIPAL:

(Bidder's Company Name)

(Authorized Signature on  
Behalf of the Principal)

INSURER:

(Insurer's Company Name)

(Authorized Signature on  
Behalf of the Insurer)

**VENDOR INFORMATION SHEET**

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, the following information must be provided with this Request for Proposal:

Name of Business: \_\_\_\_\_

Correspondence Address, including zip code:

\_\_\_\_\_  
\_\_\_\_\_

Purchase Order Address, including zip code:

\_\_\_\_\_  
\_\_\_\_\_

Payment Address, including zip code:

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Cellular Number: \_\_\_\_\_