



CITY OF LONG BEACH

PURCHASING DEPARTMENT

1 WEST CHESTER STREET, ROOM 509

LONG BEACH, NY 11561

(516) 431-1006

FAX: (516) 431-1839

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSALS

ANIMAL SHELTER ADMINISTRATION

January 21, 2014

**CITY OF LONG BEACH
NEW YORK**

CITY MANAGER

JACK SCHNIRMAN

CITY COUNCIL

SCOTT J. MANDEL, PRESIDENT

**FRAN ADELSON, V.P.
JOHN C. McLAUGHLIN**

**EILEEN J. GOGGIN
LEN TORRES**

CORPORATION COUNSEL

COREY E. KLEIN

ATTENTION*****

Read thoroughly "Instructions to Bidders" and the legal advertisement relative to bid and other details on submitting offers.

If bidder is a co-partnership, all partners must execute the bid, unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority shall be submitted.

If a bidder is a corporation, the President and Secretary shall execute the bid.

The Corporate Seal must be affixed.

In the event that this bid is executed by a Vice-President in lieu of the President, please attach hereto a certified copy of that section of Corporate By-Laws authorizing the Vice-President to execute contracts of this kind.

REQUEST FOR PROPOSALS

The City of Long Beach, New York, hereby invites the submission of proposals from qualified persons, groups or entities to perform administration services as an independent contractor, including the operation and management, of the Long Beach Animal Shelter under the instruction of the City of Long Beach. Copies of the Specifications as to minimum qualifications and services to be provided may be obtained on the City's website at www.longbeachny.org or by contacting the office of the Purchasing Agent, City Hall, 1 West Chester Street, Room 509, Long Beach, New York. Proposals shall be received at said office until 4:00 PM on Tuesday, January 21, 2014. The City of Long Beach reserves the right to reject any and all such proposals.

Dated: Long Beach, New York
December 12, 2013

Jack Schnirman,
City Manager

REQUEST FOR PROPOSALS

ANIMAL SHELTER ADMINISTRATION

QUALIFICATIONS AND EXPERIENCE

Applicant must have prior shelter, rescue, adoption, fundraising and business experience. Resume of education and experience should be attached to the proposal.

MINIMUM SCOPE OF SERVICES

- A. Proposals shall include the following minimum services:
1. Maintain the appropriate care and treatment of all animals in the care and custody of the City of Long Beach Animal Shelter, including, but not limited to, providing a clean, safe and healthy environment. Perform all general duties of a shelter in a satisfactory manner and in full compliance with the accepted standards and methods applicable to the practice of an animal shelter in the State of New York. Adhere to New York State Department of Agriculture and Markets laws and regulations. Comply with all provisions of Chapter 5 of the Code of Ordinances of the City of Long Beach.
 2. Acceptance , housing and care of all animals seized and brought to the Shelter by the City of Long Beach Animal Control Officers or the City of Long Beach Police Department.
 3. Acceptance , housing and care of all animals surrendered by the residents of the City of Long Beach.
 4. Coordinate, oversee and record all veterinary services including vaccinations, spaying and neutering, general healthcare monitoring and dispensing of medications. Arrangement and transport of animals to the veterinarian when needed. All animals will be spayed or neutered at an appropriate age. If adopted prior to such age, follow-up is required with adoptee to assure animal is spayed or neutered when it reaches the appropriate age.
 5. Maintain accurate recordkeeping for all animal intake, fostering and adoptions, as well as day-to-day operations and medical care as required by the City of Long Beach.
 6. All dogs adopted must have up to date immunization records to enable the adopter to obtain the required licensing from the City of Long Beach prior to completion of the adoption.

7. Both an emergency preparedness plan, as well as an emergency evacuation plan, must be in place in the event of a mandatory evacuation as ordered by the City of Long Beach.
8. Agent agrees to be available on a 24-hour basis for emergency situations, as described in Paragraph 7 above.

PURPOSE

The purpose and mission of the Long Beach Animal Shelter shall be the prevention of suffering, neglect, abuse and cruelty to animals. In order to perform its mission, the tasks of the Shelter shall include, but not be limited to, the following:

- a. to provide humane care and treatment for animals needing protection in the area served;
- b. assist in returning lost animals to their owners;
- c. seek suitable homes for animals without owners;
- d. develop a program of humane education;
- e. provide a no-kill shelter;
- f. create community awareness and education regarding pet ownership; and
- g. interact with community members, with an emphasis on those who are economically disadvantaged, in order to enhance their well-being by helping them obtain necessary care for their companion animals.

DIPOSITION OF ANIMALS

The Shelter shall strive to place animals in good homes. No animal shall be sold or given away for research experimentation or any other purpose other than as a pet.

SHELTER MANAGEMENT

The Shelter shall be managed by a person designated as the Shelter Director, and shall be operated under the policies developed by the Shelter Governing Board and approved by the Police Commissioner of the City of Long Beach.

GENERAL RESPONSIBILITIES

General responsibilities for the administration of the Long Beach Animal Shelter shall include, but not be limited to, the following:

- a. work closely with the City of Long Beach to restore and preserve the maintenance, utilities, repairs and upgrades to the building and property;
- b. work closely with the City of Long Beach to maintain an appropriate relationship between the Animal Control Officers and the Long Beach Police

Department regarding seizure, surrender, housing, adoption and redemption of animals;

- c. abide by, comply with and obey all Federal and State Rules, Laws and Regulations and all requirements of the City of Long Beach and local laws, ordinances and resolutions;
- d. interview and perform home checks for all possible adoptions, as well as follow-up regarding spay/neuter, housing, veterinary care and general well-being of the animals;
- e. meet with school and community groups to promote adoption and proper care of pets, as well as the importance of community involvement in rescue and City regulations regarding pets and all other animals;
- f. work with the community and local organizations to promote awareness and solicit donations for the Shelter;
- g. solicit, interview, hire, train and manage volunteers who assist with cleaning, organizing and maintaining the general well-being of the animals;
- h. maintain continual cleaning, disinfecting and overall maintenance of all dog runs, cat areas, and multipurpose areas, as well as outside areas of the Shelter;
- i. work closely with the Veterinarian contracted by the City of Long Beach by monitoring the health and safety of all animals, including spay and neuter, update of all required immunizations, dispense necessary medications, etc.

DISPERSEMENT OF INFORMATION

The Shelter will publish a newsletter periodically, as well as an annual report. The Shelter will establish and maintain an internet website as a means of providing necessary information to the public.

TERM OF AGREEMENT

The term of this agreement shall be one (1) year from signing of contract. This contract can be extended for an additional one (1) year period upon mutual consent of both parties.

COMPENSATION AND METHODS OF PAYMENT

Payments shall be made in equal amounts in the 1st regularly scheduled check run of the City following the previous quarterly service.

LIABILITY AND INSURANCE

The Agent agrees to hold harmless and indemnify the City and its officers and employees from any claims, suits or damages resulting from or caused by any intentional or negligent acts or omissions of the Agent or employees, in the performance of the services provided under this agreement. The Agent further agrees to provide the

City with a certificate of his or her professional liability policy which shall name the City of Long Beach as an additional insured during the term of this agreement.

RELATIONSHIP OF THE PARTIES

The Managing Agent and his employees, officers and agents shall remain at all times independent contractors and at no time shall be regarded as agents, servants, employees or partners of the City.

The Request for Proposal must contain the following:

- A. Name of firm submitting proposal; main office address; telephone number; principal contact person.
- B. Define your Scope of Services.
- C. Provide a statement of qualifications including:
 - 1. Staff experience
 - 2. Personnel
- D. Submit a cost proposal for one year service to be paid monthly by the City of Long Beach.

CONDITION OF SHELTER

The Managing Agent shall start the performance of the Administration thereof in the “as is” condition of the Shelter.

AVAILABILITY TO COMMENCE SERVICES

Successful bidder must be prepared to start immediately.

GENERAL REQUIREMENTS

Proposals will be received up to 4:00 p.m. on Tuesday, January 21, 2014. Four (4) copies of all proposals must be received. Such must be submitted in a sealed envelope with title of RFP, due date and time, and name of proposer so marked clearly on the outside envelope. Costing sheet must be submitted in separate envelope marked with title of RFP, due date and time, and name of proposer so marked clearly on the outside of envelope and the words “COSTING PROPOSAL”. Each proposer must submit two (2) envelopes. Proposals should be sent to:

Purchasing Department
City of Long Beach
1 West Chester Street, Room 509
Long Beach, NY 11561

Qualifications and Experience - The proposer's overall qualifications and "relevant" experience will be evaluated under this criterion. Also considered will be past performance in ventures of this or similar nature. (Total Points 50)

Quality of Proposal – The proposal work plan will be evaluated to determine the proposer's approach, methods and projected services. (Total Points 25)

Price Response – The proposer's projected fees to undertake this project will be weighed heavily under this criterion. (Total Points 25)

The decision of the City Council as to which proposal offered is in the best interest of the City of Long Beach shall be final. The City reserves the right to reject any and all proposals.

The City of Long Beach hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color or national origin in consideration for an award.

Any changes to these specifications must be by written consent of both the successful vendor and the City of Long Beach. No oral, telegraph or telephone bids or modifications will be considered.

This RFP constitutes only an invitation to make a proposal to the City. The City reserves, holds, and may in its sole discretion exercise the following rights and options with respect to the RFP and subsequent agreement:

- To waive any informalities with respect to the submission requirements.
- To reject any or all proposals.
- To cancel this RFP with or without the substitution of another RFP.
- To supplement, amend, or otherwise modify this RFP, prior to the time of public opening.
- To issue additional and or subsequent RFPs.

- To negotiate with the proposers for amendments or other modifications to their proposals.
- To select and enter into an agreement with a vendor whose proposal best satisfies the overall interests of the City.

This RFP is not a strictly competitive bid. The City reserves the right to select a proposal, without the amount offered being the sole determinative factor. The City's decision-making process, which may include a public hearing before the City Council, will be discretionary and will be in the best interests of the City.

The City Council will consider an award to a responsible proposer who best demonstrates relevant experience and expertise; who, upon evaluation of all proposals received, best responds to this Request For Proposals and who, in the judgment of The City of Long Beach, will best serve the public interest.

CITY OF LONG BEACH

LONG BEACH, NEW YORK

Bid submitted by: _____
NAME

ADDRESS

TELEPHONE

to furnish _____
in accordance with specifications attached, it being further understood that the CITY reserves the right to make an award on the basis of quotations received for any item or the aggregate total for all items on which quotations are received.

TO: City Purchasing Agent
City of Long Beach
1 West Chester Street
Long Beach, NY 11561

The undersigned, desiring to submit a bid to furnish _____

_____ for the City of Long Beach, New York, does hereby accept all terms, conditions and agreements contained and set forth in the Notice to Bidders, Information for Bidders and Specifications and the undersigned does hereby certify, agree and propose as follows:

The undersigned declares that he has examined all of the attached documents and hereby proposes and agrees that, if this bid is accepted, he will contract with the City to supply said materials and services and to perform the specified work in the manner and time required pursuant to the attached documents.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of a joint bid, each party thereto, certifies, under the penalty of perjury, that to the best of each of their knowledge and belief:

- A. That the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor; and
- B. That unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, by the bidder to any other bidder or to any competitor, prior to opening of all bids upon this proposal; and
- C. That no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
- D. That neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Long Beach or any person interested in the proposed contract; and
- E. That the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owner, employees or parties in interest, including this affiant.

(SIGN ATTACHED PAGE AND/OR PAGES)

SIGNATURES

(If an individual)

Date _____, 20_____

Signature of Bidder _____ (Seal)
(Owner and Proprietor)

Business Name D/B/A _____

Business Address _____

SUBSCRIBED AND SWORN TO before me

this _____ day of _____, 20_____

(If a co-partnership)

Date _____, 20_____

Firm Name _____(Seal)

By_____

Business Address_____

Name and Address of all Members of the Firm: _____

SUBSCRIBED AND SWORN to before me

This _____ day of _____, 20_____

Notary Public

(If a corporation)

Date _____, 20_____

Corporate Name _____

By _____
President

Business Address _____

CORPORATE SEAL

President _____

Vice President _____

Secretary _____

Treasurer _____

Attest _____
Secretary

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 20_____

Notary Public

INSTRUCTIONS TO BIDDERS

1. General:

Read all documents contained in the bid specifications.

Upon submitting a proposal, each bidder shall be assumed to have made a careful examination of the conditions and specifications and to have fully informed himself as to any special conditions, contracts and/or other documents.

Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. No bids will be accepted after the designated time or date indicated in the bid specifications.

All bids must be filled out in ink or be typewritten. Bids submitted in pencil may be rejected as unresponsive. In the case of a discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

The competency and responsibility of bidders will be considered in determining whether a bidder is qualified to perform the services or items required for the purpose of making the award.

The City may reject any and/or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids.

No bid shall be considered which is not based upon these specifications and other contract documents attached or made a part there-to. Further no bid will be considered which contains any letters or memorandum modifying the bid, or which is not properly executed, or which is not accompanied with bid security in the form and amount as set forth herein. In case of discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

No oral, telegraph, or telephone bids or modifications will be considered.

2. Submission of Proposals

All prospective bidders shall submit sealed proposals.

The sealed envelope submitted by the prospective bidder shall carry the following information on the FACE of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the City Purchasing Agent, the bidders shall be responsible for their delivery to the City Purchasing Agent before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered. Under no circumstances is it necessary to submit the technical specifications with the bid.

3. Receipt and Opening for Bids:

Bids will be received and opened by the City Purchasing Agent as outlined in the Notice to Bidders or by her authorized representative.

4. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) days after he has received notice of the acceptance of his bid, shall forfeit the proposal security deposited with his bid to the City as liquidated damages, not as a penalty, for such failure or refusal, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure or refusal to execute and deliver the executed Contract and Bonds as stated above.

5. Signatures:

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. If the bidder is a corporation the bid shall be signed by a properly authorized officer of the corporation.

The bid shall indicate whether the bidder is an individual, a partnership or a corporation. In case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporate name, the State of incorporation, and the names of its officers shall be submitted.

6. Acceptance of Bid and its Effect:

Within forty-five (45) days after the opening of the bids, the City will act upon them. The acceptance of a Bid will be given to the successful bidder by notice in writing signed by a duly authorized representative of the City. No other act of the City or any official shall constitute the acceptance of a Bid. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as provided in paragraph 5 above. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon the formal execution of the contract.

7. Competency of Bidder:

No proposal will be accepted from or a contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or who had failed to perform faithfully any previous contract with the City.

8. Obligation of Bidders:

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his proposal.

9. Time for Executing the Contract:

The bidder whose bid shall be accepted will be required to execute a Contract in the form hereto attached within fifteen (15) days after the notice that his proposal has been accepted. Failure or neglect to execute the Contract within the said period of Fifteen (15) days shall constitute a breach of the agreement affected by the acceptance of the bid and the proposal security shall thereupon become forfeited. The provisions contained in the said contract shall be considered a part of the Instructions and Specifications.

10. Time of Payment:

The City shall make payment within thirty (30) to forty-five (45) days after delivery of any purchase or rendering of services made under the terms of this contract acceptance, after a proper invoice of same is submitted and approved by the City Purchasing Agent, City of Long Beach.

11. Interpretation of Contract Documents:

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of the proposal. If, after award of the contract, questions arise concerning interpretation of contract documents, it is understood that the decision of the Purchasing Agent will be final and binding.

12. Catalogs:

Each bidder shall submit in duplicate catalogs, descriptive literature, and detailed drawings, which fully detail the features, designs, construction, appointments, finishes and the like not covered in the specifications, but which details are necessary to fully describe the material work bidder proposes to furnish.

13. Non-Discrimination:

The Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant for employment because of race, creed, color or national origin. The Contractor further agrees that each subcontract made under this contract will contain a similar provision with respect to non-discrimination.

14. HOLD HARMLESS:

It is agreed that the Contractor shall indemnify, save and keep the City harmless against all liabilities, judgments, loss, costs, damages and expenses which may in any way be incurred by the City or its licensees, permittees, and assignees, respectively, by reason of the performance hereunder by the contractor, or the use of or any claim of the use of any patented material design, machinery, device, equipment or process furnished under this contract and accepted by the City.

15. Inspection and Responsibility:

The City shall have a right to inspect, by its authorized representatives, any material as herein specified. The City does not assume any responsibility for the availability of any controlled materials and equipment required under this contract.

16. Rejection of Material or Services:

Equipment, supplies or services that may fail to comply with the specifications herein as regards design, material or workmanship, are subject to rejection, and may at the option of the City Purchasing Agent, be rejected.

17. Replacement:

Materials or components, that have been rejected by the Purchasing Agent, in accordance with the terms of this contract, shall be replaced by the Contractor at no cost to the City.

18. Removal:

Any material or components rejected shall be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after notice has been mailed by the City to the Contractor that such materials or components have been rejected.

19. Delay:

Should the Contractor be delayed by the City for any cause, there shall be added to the Time of Completion a time equal to the period of such delay caused by the City; but the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension.

20. Time of Commencement and Performance:

The time of commencement, rate of progress and time of completion are essential conditions of this contract; however, if the time of performance of the contract is for any reason, either expressly or by implication, extended, such extension shall not affect the validity of this contract or the liability of the sureties upon the bid given for the faithful performance of the same.

The City Manager reserves the right finally to decide all questions arising as to the proper performance of this contract, and in case of failure by the Contractor to comply with this contract in any manner, then to declare the same forfeited, either as to a portion or the whole thereof, and to rebid the same with or without further advertising; and in such case of default, or in any case of default, to adjust the difference of damage or price, if any, which according to the just and reasonable interpretation of this contract, the said Contractor should, in the opinion of said Purchasing Agent, pay to the City.

It is further understood and agreed that any amount of damage or price determined by the City Manager to be paid to the City by the Contractor for any such default, or for any money paid out by the City in consequence of any such default, there shall be applied in payment thereof a like amount of any money that may be due and owing to the Contractor under or on account of the contract, so far as there may be any such money and the same shall be sufficient; and if there shall not be a sufficient amount retained from the Contractor, then the amount to be paid to the City in consequence of such default shall be a just claim against the Contractor to be recovered at law in the name of the City in any court of competent jurisdiction.

21. Subletting of Contract:

No contract shall be assigned or any part of the same subcontracted without the written consent of the City Manager and in no case shall such consent relieve the Contractor from his obligation, or change the terms of the contract.

22. Increase of Prices:

Should it become proper or necessary, however, in the execution of this contract for any change in design, or to make alterations which will increase the expense, the amount, if any,

by which the contract price shall be increased in consequence of such change in design or alterations shall be determined by the City Manager.

No payment shall be made to the Contractor for any extra material, or of any greater amount of money than stipulated to be paid in the Contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by the City Purchasing Agent.

23. Permits:

The Contractor shall take out at his own expense all permits and licenses necessary to carry out the work described in this contract.

24. Responsibility:

The Contractor shall be responsible for all materials or finished work furnished under this contract up to the time of final acceptance by the City.