

REQUEST FOR PROPOSAL
FOR
A TEMPORARY ANIMAL HOLDING FACILITY

City of Greenville, NC
Police Department



Issued By:
Purchasing Division
201 West 5th Street
Greenville, NC 27835-7207
Website: www.greenvillenc.gov
Date of Issue: **August 30, 2017**
Due Date/Time for Receipt of Proposals: **October 13, 2017 @ 4pm**

REQUEST FOR PROPOSAL FOR A TEMPORARY ANIMAL HOLDING FACILITY

1.0 DESCRIPTION/SCOPE OF SERVICES:

The Police Department of the City of Greenville, NC hereby requests and invites qualified parties to submit statements of qualifications to participate in a competitive negotiation process to select a facility that will be utilized as a temporary animal holding facility. The facility does not have to be located within the City Limits of Greenville, NC to be considered for this proposal.

The Police Department desires to lease space for temporary housing of animals only when the Pitt County Animal Shelter is at full capacity. Twenty-Four (24) hour access by City of Greenville Animal Protectives Services personnel will be required. Easy access to the public to ensure animals can be viewed by potential owners and by those wishing to adopt an animal is essential. The facility must be able to meet all State of N.C., Department of Agriculture regulations as they relate to animal care and otherwise maintain compliance with applicable North Carolina law.

2.0 TERM OF CONTRACT:

The term of this Contract shall commence on January 1, 2018 ("Effective Date"), and unless terminated as provided for herein, shall expire three (3) years from the Effective Date ("Initial Term"), and thereafter shall renew for two successive periods of three (3) years each upon written agreement between the Police Department and the owner. This shall occur no later than October 15 of each year.

3.0 PROPOSAL DUE DATE AND TIME:

Sealed Proposals must be received at the Purchasing Division, not later than **4:00 p.m. Local Time, City of Greenville, NC, on October 13, 2017**. Proposals received after this date and time, will not be considered.

4.0 PROPOSAL PREPARATION AND FORMAT:

4.1 Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. To help facilitate the review process, properly label each section or tab to correspond with your submittal information.

4.2 Proposal Reproduction

Please submit an original and six (6) total copies of the Proposal package.

4.3 Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing and submitting Proposals including presentations and any other expenses called for in this Request for Proposal.

5.0 **REQUIRED PROPOSAL SUBMITTALS:**

Outline Format for Response

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is requested that Proposals be organized in the manner as specified.

A. Title Page

Provide the name of Proposer's firm, address, e-mail address, telephone number, name of contact person, date, and the subject: **A TEMPORARY ANIMAL HOLDING FACILITY.**

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Letter of Transmittal

1. Limit to two (2) pages.
2. Briefly state the Proposer's understanding of the services to be provided and make a positive commitment to perform the work.
3. Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

D. Proposer's Certification

Please include the following statement in your proposal if you agree:

By submitting a Proposal, the Proposer certifies that the Proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

E. Proposer's Qualifications/Abilities

Proposers must provide the following information:

1. Proposers shall submit a statement of qualification and ability to operate a temporary animal holding facility. The facility must be in full compliance with all regulations as set forth by the State of N.C., Department of Agriculture and otherwise in compliance with North Carolina law. Space to accommodate a minimum of 15 canines and 8 felines is required for this proposal. The facility must be able to accommodate visitors who wish to view animals for verification of ownership and in cases of adoption where applicable.
2. Proposals shall provide information on how they plan to accommodate the general public, staff the facility, ensure all state standards are met/maintained and provide for the health and safety of animals being temporarily housed.

The proposer must provide documentation as necessary for the City to verify that the mandatory minimum qualifications have been met by the proposers.

F. Financial Stability

Proposers must provide the following information:

1. The Proposer shall submit at least three (3) fiscal year's annual financial statements.

The City reserves the right to utilize Equifax or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process.

2. Bankruptcies - The Proposer shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.
3. Provide more specific financial reporting information, such as, what type of reports will be prepared and the frequency of the reporting. Also, will the proposals be working on the budget, the timeline needs to coincide with the City's fiscal year end (July – June), not a calendar year.

G. Employees: Estimate Number of Staff for this Project

Proposers shall submit the estimated number of staffing for this project.

H. Price Proposal Schedule

Complete and submit the following forms:

1. Schedule

Proposers shall submit their pricing for managing a designated temporary animal holding facility for the City of Greenville, Greenville Police Department Animal Protective Services Unit.

2. Proposed Total Price

Proposals should provide a monthly fixed-fee price schedule for meeting all service requirements with a contract proposal in one year increments.

- The chargeable services shall be included in the proposed total price including all labor customarily associated with delivery of the services contemplated by this RFP.
- Compensation shall be paid upon completion and acceptance of the work from the previous month.

6.0 DELIVERY OF PROPOSALS:

- 6.1 If submitted by mail, the Proposal submittal shall be enclosed in a sealed envelope addressed to the Purchasing Manager, at the address listed below. Proposals submitted by mail must be received in the office of the Purchasing Division by the time specified herein.

When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the office of the Purchasing Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**

All proposals shall be mailed or delivered to the office of Purchasing Division at the address listed below. Sealed proposals are to be addressed as follows:

Ms. Denisha Harris
Purchasing Manager
City of Greenville, NC Purchasing Division
201 W. 5th Street
Greenville, NC, 27834

6.2 Late Proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals.

7.0 **EVALUATION CRITERIA**

A contract will be awarded to the respondent that submits the proposal that the City determines is in its best interest. The contract may not necessarily be awarded to the respondent with the lowest cost proposed. The factors to be considered in awarding the contract include all of the items listed in the submittal requirements described in this Request for Proposal.

8.0 **ADDITIONAL INFORMATION:**

- 8.1 The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.
- 8.2 This includes information which indicates financial resources as well as ability to provide and maintain the services defined herein. Moreover, the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not be limited to, a background investigation conducted by the Greenville, NC Police Department.

9.0 **MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs. All firms submitting proposals agree to utilize minority and women-owned suppliers and service providers whenever possible.

10.0 **LOCAL PREFERENCE**

The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information, please see www.greenvillenc.gov/financialservices/purchasingdivision on the City of Greenville's webpage.

11.0 ACCEPTANCE/REJECTION OF PROPOSALS

The City of Greenville reserves the right to award to the firm who will best serve the interests of the City. The City further reserves the right to accept or reject any or all proposals, and to award or not to award a contract based on this proposal.

12.0 CONTRACT:

Upon approval of ranking of the Proposals by City Council, the City anticipates entering into good faith negotiations with the top ranked Proposer for a contract to perform the activities set forth herein. If negotiations with the top ranked Proposer are unsuccessful as determined by the City in its sole discretion, the City shall have the right, but not the obligation, to commence negotiations with the remaining Proposers in rank order until a Contract is reached with a Proposer.

The City does not guarantee that the City and any Proposer will be able to agree to terms on a Contract and all such negotiations shall be at the Proposer's risk and expense.

13.0 EXECUTION OF CONTRACT:

Unless such time is extended by the City, the successful Proposer shall, within fifteen (15) calendar days after Notice of Award is issued by the City of Greenville, NC, Purchasing Division, sign and enter into a Contract with the City, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

14.0 RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Contractor or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing.

15.0 IRAN DIVESTMENT ACT:

Vendor certifies that; (i) it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-86.58; (ii) it will not take any actions causing it to appear on said list during the terms of a agreement, and (iii) it will not utilize

any subcontractor to provide goods and services hereunder that is identified on said list.

Proposers will be required to complete a vendor form and sign an Iran Divestment Act Certification Form, if selected.

16.0 E-VERIFY

By submitting a proposal, the firm acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the firm and its subcontractors by North Carolina law and the provisions of the Contract Documents. The firm represents that the firm and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers, that transact business in the State of North Carolina and employ 25 or more employees in the State of North Carolina, to electronically verify the legal employment status of an employee through the federal E-Verify program after hiring the employee to work in the State of North Carolina.

17.0 INVOICES:

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Greenville Police Department, City of Greenville, NC, 500 S. Greene St., Greenville, NC, 27834.

For purposes of billing submission and payment procedures, a "proper invoice" by a Contract or, consultant or other invoicing party shall conform to the following process:

- A. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them); must be on company letterhead or company identified at the top of invoice.
- B. The amount due, applicable discount(s), and the terms thereof;
- C. The full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- D. The Purchase Order or Contract number as supplied by the City;
- E. An identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided; and
- F. In order to be considered as a proper invoice, it must be based on (a) a proper delivery, (b) installation, or (c) provision of the goods and/or services

acceptance by the City; and the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions and is not in default of any of them.

18.0 INSURANCE:

Insurance required by the Contract or terms and conditions as set forth in this Request for Proposal, must be in force throughout the term of the Contract ("Contract Term").

Should a Contractor fail to provide acceptable evidence of current insurance within seven (7) days prior to the expiration date of an insurance policy at any time during the Contract term, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor.

The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination.

It is highly recommended that proposers confer with their respective insurance carriers or brokers to determine, in advance of their proposal submission, the availability and cost of the required insurance, related endorsements, and bonds.

Requirements:

(a) **Commercial General Liability** Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured.

(b) **Professional Liability** insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services;

(c) **Workers Compensation Insurance** as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit;

(d) **Commercial Automobile Insurance** applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

19.0 SUBCONTRACTORS:

The Proposer shall perform all of its obligations and functions under the Contract by means of its own employees, or by a duly qualified sub-contractor, which is approved in advance by the City. In the event a subcontractor is employed, the Proposer shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.