

CITY OF OPELIKA
PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL

LILLIE FINLEY
PURCHASING-REVENUE MANAGER
OFFICE (334) 705-5121
FAX (334) 705-5128

PROPOSAL DATA

BID NUMBER: B15-022
COMMODITY TITLE: **Animal Impoundment and
Related Services**
USER DEPARTMENT: Solid Waste
BUYER: Lillie Finley
BUYER TELEPHONE: (334) 705-5121
ISSUE DATE: June 2, 2015

PROPOSAL OPENING

DAY/DATE: June 22, 2015
TIME: 2:00 PM
LOCATION: Opelika City Hall
Conference Room
MAILING ADDRESS: City of Opelika
Purchasing Department
204 Seventh St S
PO Box 390
Opelika, AL 36803-0390

The City of Opelika Purchasing Department will receive sealed proposals for a **contract to provide Animal Impoundment and Related Services** for the City of Opelika Solid Waste Department as per attached specifications. Proposals must be received by 2:00 PM on June 22, 2015 at which time they will be opened and read aloud. Late proposals will not be considered nor returned.

PROPOSALS MAY BE MAILED TO:
City of Opelika
Purchasing Department
PO Box 390
Opelika, AL 36803-0390

PROPOSALS MAY BE DELIVERED
City of Opelika
Purchasing Department
204 S. 7th Street
Opelika, AL 36801-4904

GENERAL TERMS AND INSTRUCTIONS
PART 1

SECTION I TERMS AND CONDITIONS

- 1.1 All proposals submitted shall be firm for a minimum of 90 days, unless otherwise specified.
- 1.2 The City reserves the right to cancel or make null and void any purchase order, if delivery cannot be made on the specified delivery date.
 - 1.3.1 In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 1.3 Proposal tabulations will not be given over the telephone. Vendors desiring a proposal tabulation shall enclose a stamped and self-addressed envelope with their submission.
- 1.4 Proposal awards are not official until a purchase order is issued or the Purchasing Department notifies the successful vendor in writing.
- 1.5 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 1.6 Vendors not listed on the City bid list shall submit with their bid a completed W-9 form (attached)

SECTION II SUBMISSION OF PROPOSAL

- 2.1 Proposals received after the designated date and time will not be opened nor returned.
- 2.2 All proposals shall be submitted on and in accordance with forms for this purpose, which are a part of this proposal package. Additional supplementary documentation, when requested, shall be submitted on the proposer's letterhead.
- 2.3 All proposals are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked in the bottom left corner with the Title of the Request for Proposal, the RFP Number and the Opening Date. Facsimile and telephone submissions will not be accepted.
- 2.4 All proposals shall be typewritten or completed in black ink.
- 2.5 An authorized officer or agent of the company submitting the proposal in order to be considered must sign all proposals.
- 2.6 Submit two (2) hard copies City of Opelika, Purchasing Department. They may be hand-delivered or mailed.**
- 2.7 Proposals, which show any omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any proposal submitted with corrected errors shall have the correction initialed by the person signing the bid.

SECTION III BID EVALUATION

- 3.1 The City reserves the right to evaluate all proposals, waive any technical or informalities, reject any and/or all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City.
- 3.2 The RFP evaluation will be made on the following criteria:**

	Criteria	Value
3.2.1	Company History & Experience	10 pts
3.2.2	References	10 pts
3.2.3	Bid Price	30 pts
3.2.4	Compliance with Proposal Requirements	50 pts
	Total Possible Points to be awarded:	100 pts

- 3.3 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items are being purchased nor increase the estimated maintenance and repair cost to the City.
- 3.4 In order for a prompt pay discount to be considered as a factor in the award of this bid, the minimum days allowed for payment to receive discount shall be 10 days after receipt of a correct invoice.
- 3.5 The City reserves the right to award all submissions in their entirety or in part, whichever, in its opinion, best serves the interest of the City.
- 3.6 The City reserves the right to cancel or make null and void any purchase order if delivery cannot be made on the specified delivery date.
- 3.7 Unless clearly shown on the RFP that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices; otherwise, in the event of any discrepancy between a unit price(s), extended price(s) and/or total price(s), unit price shall govern and the RFP will be refigured accordingly.
- 3.8 The City shall be sole judge as to an item meeting or exceeding the specifications.
- 3.9 NON-COLLUSION: Vendors, by submitting a signed RFP, certify that the accompanying RFP is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Alabama or United States law.

SECTION IV BILLING AND PAYMENT

- 4.1 The vendor shall submit an invoice to:
City of Opelika
Accounting Department
PO Box 390
Opelika, AL 36803-0390
- 4.2 Payment by the City shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.
 - 4.2.1 The City will make payment to the vendor upon receipt of invoice and acceptance of the item or service by the City.

- 4.2.2 Any prompt pay discount offered will be computed from the date of delivery of the equipment, supplies, or materials at destination, when final inspection and acceptance are at those points, of from the date the correct invoice is received, if the latter is later than the date of delivery.

SECTION V ADDENDA AND INTERPRETATIONS

- 5.1 If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- 5.2 The City is not bound by any oral representations, clarifications or changes made in the written specifications by the City of Opelika employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

SECTION VI CONTRACT PERIOD

- 6.1 Proposals submitted in response to this invitation shall be firm for a one-year period. Contract period shall start on October 1, 2015 and end September 30, 2016. Upon mutual agreements, this contract may be extended for two additional years in one-year increments.
- 6.2 The City may terminate this contract with a thirty (90) day written notice for unsatisfactory service, or inferior product performance.

City of Opelika, Alabama
Intent of Request for Proposals

City of Opelika is seeking proposals from individuals, businesses or organizations with at least five years of experience operating a veterinarian clinic interested in contracting with City of Opelika to provide food/shelter/impoundment and/or euthanasia services for stray animals picked up by the City pursuant to Chapter 7A of Title 3 of the Code of Alabama.

Data from the last year indicates that the City will need these services for about 900 animals per year.

At a minimum, the successful contractor will be expected to provide all of the services identified in the scope of work. Proposals will be accepted for services identified in the scope of work, and alternate or additional proposals for additional services will also be considered. Proposals will be accepted for both exclusive and non-exclusive contracts for service, and the City will determine which option best suits its needs. In the event a proposer wishes to submit different prices based upon whether they contract for all or just some of the city's business, they should identify both of those prices in their proposal.

City of Opelika is committed to the humane treatment of all animals, and seeks to promote adoption and minimize the euthanasia rate as much as practical. Individuals or organizations interested in performing this service must hold the same commitment and should reflect that commitment in their proposal. Any contractor providing services under this contract shall comply with all federal, state, and city codes or regulations applicable to such work.

Clarification to and/or questions concerning the technical requirement for this RFP can be addressed by Terry White, Solid Waste Director, at: (334) 705-2090. You may also inquire in person at 700 Fox Trail, Opelika, Alabama 36801. Please call for an appointment time, so that we can ensure that Animal Control staff is available. Clarifications to and or questions concerning the submission requirement for this RFP can be addressed by Lillie Finley, Purchasing-Revenue Manager, at 334-705-5121.

City of Opelika reserves the right to reject any submittals and to waive irregularities and informalities in the submittal and evaluation process. This Request for Proposals ("RFP") does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied service.

City of Opelika invites proposals for Animal Impoundment and Related Services that the City is required by law to perform. Based on our previous experience or expressed interest, you have been selected to receive this RFP and are invited to submit a proposal.

1. Scope of Work

City of Opelika is seeking proposals from individuals or organizations interested in providing Animal Impoundment and Related Services within the Opelika City Limits. The required services consist of 2 components:

1. Licensed Veterinary Services

*Provide basic, minimum care/treatment for impounded stray dogs, cats and ferrets.

*Provide humane euthanasia and disposal services in cases where indicated.

AND

2. Shelter Services

*Provide adequate food and humane shelter for impounded stray dogs, cats and ferrets for up to seven (7) days.

*Provide for reclamation of impounded animals by their owners, upon proper notification from city that the individual is eligible to reclaim the animal.

*Provide the ability to quarantine and care for animals that have bitten and/or broken the skin of a human.

(The Code of Alabama, Title 3, Chapter 7A, generally describes these services, and is incorporated by reference herein). The Code of Alabama may be found at: <http://alisondb.legislature.state.al.us/acas>. Use the blue tab on the left that says "Code of Alabama". Click "View", click on "Title 3 Animals", and then click on "Chapter 7A Rabies".

While it is understood that no contractor may have adequate shelter space for the number of animals that the City may need to impound at any one time, it is anticipated that the successful contractor will have made arrangements for subcontracting for overflow animals as much as necessary. Partnerships or any combination of providers and/or subcontractors are allowed. Each successful contractor is expected to provide any and all necessary services, housing, and staffing, as well as meet all licensure and certification requirements, no later than the execution date of this contract.

Any contractor providing services under this contract shall comply with all federal, state, and city codes or regulations applicable to such work.

"The Contractor shall impound animals apprehended in the City of Opelika by animal control officers or other authorized employees of the City in accordance with the applicable laws and regulations of the State of Alabama and the City.

The Contractor shall provide adequate feed, water, shelter, space, care and treatment to all animals housed at its facility. Animal quarters shall be sanitized and cleaned daily.

The Contractor shall provide a system to monitor medical and other information on each sheltered animal.

The Contractor shall be responsible for the enforcement of the quarantine of a ten-day (10-day) period of any animal which has bitten or is suspected of biting a person or is directed by the Lee County Rabies Officer.

The Contractor shall be responsible for the humane euthanasia of any animal using methods approved by the State, if euthanasia is required for reasons of public safety or welfare.

The Contractor shall provide an adequately trained staff of sufficient size to provide all the services required under this Request for Proposals.

The Contractor shall maintain regularly scheduled suitable and advertised office hours at its facility for the convenience of the public and for the purpose of transacting business in connection with the duties of this Request for Proposals. At a minimum, the Contractor shall operate its facility and keep it open to the public from 8:00 a.m. to 5:00 p.m. on weekdays except for federal and City holidays. The Contractor shall provide thirty (30) days written notice to the City of any change in hours of operation from those currently available to the public.

The Contractor shall keep and maintain accurate records for each animal brought in by the City for impoundment or sheltering on forms to be provided by the City. At the time of impoundment, the Contractor must complete an intake form. Records will show the time, place and circumstances under which each animal came in the possession of the Contractor and the final disposition of each animal. This includes all animals that have been adopted. The Contractor will permit the City, at all reasonable times, to inspect and audit such records."

2. Term of contract

The length of the initial contract is for a term of one year and may be renewed for additional three year terms with written consent of both parties. Effective date of the contract will be October 1, 2015. After the initial term this contract may be cancelled by either party with 90 days written notice.

3. Contractor knowledge, skills and abilities

*Demonstrated commitment to the humane treatment of animals.

*Demonstrated experience in managing and working with animals.

- *Ability to provide services generally described above or to subcontract those services.
- *Ability to work with the public in sensitive situations.
- *Ability to provide on-call emergency services as required.

4. Submittal requirements

- *Outlined approach to the program, including a description of the way the services will be provided (either directly, through sub-contract, or other).
- *Location and description of facility or facilities to be used.
- *Anticipated hours of operation, with description of how emergency services will be provided after-hours.
- *Statement of qualifications and relevant experience of principal individual(s) who will be responsible for providing services.
- *Ability to meet the City’s insurance requirement for minimum amounts of insurance; (*see Exhibit A at the end of this RFP for insurance requirements*)
- *Contact information for references.
- * Proposed Fee for Service, per animal. (propose separately for exclusive and/or non-exclusive contracts, if you would like)
- *Any animal returned to owner will not be charged to City, but quoted fee will be charged to owner prior to animal being returned to owner.

6. Selection process

- * The Solid Waste Department will review all proposals and make recommendations to the Opelika City Council.
 - *The City of Opelika reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted will meet the specific needs of the county.
 - *Prior to the commencement of work, the selected contractor(s) will be required to sign a professional services contract with the City.
- The City is not responsible for any costs incurred by the contractor in preparation of the proposal.

Technical Questions should be directed to Director of Solid Waste Terry White as specified above.

Exhibit A

Insurance (Minimum Limits)

1. General Liability Insurance – public liability including premises, products and complete operations.
 - a. Bodily Injury Liability:
 - \$250,000 each person
 - \$500,000 each occurrence
 - b. Property Damage Liability:
 - \$100,000 each occurrence or, [in lieu of (1) and (2) above]

- c. Bodily Injury and Property Damage Combined
\$500,000 single limit
- 2. Comprehensive – Automobile Liability Insurance, including owned, non-owned and hired vehicles.
 - a. Bodily Injury Liability:
\$250,000 each person
\$500,000 each occurrence
 - b. Property Damage Liability:
\$100,000 each occurrence or, [in lieu of (1) and (2) above]
 - c. Bodily Injury and Property Damage Combined
\$500,000 single limit
- 3. Workers' Compensation coverage, which provides the benefits required by the Workers' Compensation laws of the State of Alabama

The certificates of insurance shall be provide the City with thirty (30) days written notice of cancellation of any of the coverage named in the certificate. The City needs to be shown as an additional insured under the general liability and professional liability insurance policies.

COMPANY SUBMITTING BID _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS

TYPED NAME AND TITLE OF SIGNER

TELEPHONE NUMBER _____

DATE _____

FEDERAL ID NUMBER _____

E-MAIL ADDRESS _____

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. **NOTE:** NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (PRINTED)

BY (SIGNATURE)

TITLE

ADDRESS

FAX NUMBER

BID NO.: B15-022

STATEMENT OF NO BID/PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and Return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Opelika wishes to keep its bid list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid/proposal solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this commodity/service list.

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer only.

_____ Specifications are unclear (explain below)

_____ We are unable to meet specifications.

_____ Insufficient time to respond to the Request for Proposal.

_____ Our schedule would not permit us to perform.

_____ We are unable to meet bond requirements.

_____ We are unable to meet insurance requirements.

_____ We do not offer this product or service.

_____ Remove us from your proposers list for this commodity or service.

_____ Other (specify below).

REMARKS _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____

PHONE: _____ FAX: _____

ADDRESS: _____
(Street address) (City) (State) (Zip)