



CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT
PURCHASING

CITY OF COSTA MESA
REQUEST FOR PROPOSALS
FOR ANIMAL SHELTER SERVICES

PROPOSAL NO. 1110

NOTICE IS HEREBY GIVEN that sealed proposals shall be received by the City of Costa Mesa to wit: The City of Costa Mesa, City Clerk's Office, P. O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **3:00 p.m. on April 23, 2007**. It shall be the responsibility of the offeror to deliver his proposal to the Purchasing Division by the proper announced time. Delivery Location: City of Costa Mesa, City Purchasing Division, 77 Fair Drive, Room 100, Costa Mesa, California 92626.

Proposals shall be returned to the attention of the Purchasing Division, within said time limit, in a sealed envelope identified on the outside with the *Offeror's Business Name, Proposal Item Number, Identify-Animal Shelter Services, and the Opening Date*. There will be no public opening of proposals.

Additional sets of the Request for Proposal may be obtained by offerors in the Finance Department. Please contact Debbie Dobrott CPPB, Purchasing Supervisor at (714) 754-5212, 77 Fair Drive, Costa Mesa, California 92626.

Dated: March 20, 2007

CITY OF COSTA MESA
REQUEST FOR PROPOSAL
NO. 1110
FOR ANIMAL SHELTER SERVICES

Attached are the specifications of the City of Costa Mesa Animal Control to submit proposals for furnishing animal sheltering services. The City of Costa Mesa provides animal control services to the Costa Mesa community through staff provided by the Police Department. The animal control detail is assigned to three full-time Animal Control Officers. The duties assigned to the Animal Control Officers includes all aspects of animal control; animal welfare, criminal investigations, quarantines and community education. The City does not currently maintain a shelter facility for the animals retrieved in the City.

This Request for Proposal is set out in the following format:

- Section I: Specifications
- Section II: Instructions to Contractor
- Section III: Terms and Conditions
- Section IV: Offeror's Proposal Response Requirement
- Section V: Proposal for Animal Shelter Services

Closing time and date: Proposals are due by April 23, 2007 at 3:00 p.m. One original (marked original) and three (3) copies (marked copy) of the Proposal must be submitted in a sealed envelope marked RFP #1110 and submitted to the following address:

Delivery Address:	City of Costa Mesa	Mailing Address:	City of Costa Mesa
	Attn: Purchasing Division		Attn: Purchasing Division
	77 Fair Drive, 1st Floor Room 100		P.O. Box 1200
	Costa Mesa, CA 92626		Costa Mesa, CA 92628-1200

Any Contractor who wishes his/her proposal to be considered is responsible for making certain that the proposal is received in the Finance Department, Purchasing Division by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Submittal Deadline will be returned unopened. Proposals must bear original signatures and figures. Please note that there will be no public opening of proposals. Prices and other proposal information shall not be made public until the proposal is awarded. At that time the executed contract will become public information. Please direct any questions regarding this RFP to Debbie Dobrott, Purchasing Supervisor, via telephone (714) 754-5212 or e-mail: ddobrott@ci.costamesa.ca.us.

Proposals must be valid for a period of ninety (90) days from the due date. Proposals may **not** be withdrawn after the submission date. The expected time for evaluation will be approximately two weeks.

The City of Costa Mesa reserves the right to negotiate with any offeror as necessary to serve the best interest of the City of Costa Mesa and negotiate the final contract with the most responsive, responsible offeror. The City reserves the right to waive, at its discretion, any irregularity or informality, which the City deems correctable or otherwise not warranting rejection of the RFP. The City reserves the right to reject any and all proposals and to accept any proposal or portion thereof. No obligation, either expressed or implied, exists on the part of the City of Costa Mesa to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submission of proposals covered by this RFP, are solely the responsibility of the offerors.

SECTION I: SPECIFICATIONS

Scope of Services:

A. Project Purpose

The City of Costa Mesa is seeking proposals from qualified organizations for furnishing animal sheltering services to the City of Costa Mesa. The initial term of this agreement is intended to be for three (3) years with two one-year options for renewal. The successful Contractor shall provide shelter facilities for all animals that are impounded or quarantined by Costa Mesa Animal Control Officers for animals subject to the City’s jurisdiction. These facilities shall be operated and maintained on a 24-hour per-day basis, in a neat, clean and sanitary condition, in compliance with all applicable governmental statutes, ordinances, rules and regulations and in conformity with established standards for humane animal care.

B. Background

The Costa Mesa Animal Control staff includes three full-time Animal Control Officers and a part-time licensing specialist. The Animal Control Detail is supervised by a Police Department Sergeant as part of his co-lateral assignments.

Based on the statistics for Fiscal Year 2005-2006, the Costa Mesa Animal Control Detail impounds the following average number of animals per month:

Fiscal Year 2005-06	Number of Animals per mo.
Dogs	41
Cats	37
*Other	7

* (includes exotics, wildlife, rabbits & birds)

Of these, approximately 20 are redeemed by owners and another 24 are adopted.

The total average daily number of animal impounds is 5 (various species).

C. Scope of Services

The objective of this RFP is to find the best provider available that can offer animal shelter services for the City of Costa Mesa. The following is a list of requirements for the Contract in providing the City of Costa Mesa shelter service needs:

1. Acceptance of Animals. The provider shall accept animals on behalf of the City of Costa Mesa that are brought in by Costa Mesa Animal Control Officers. This includes live strays, deceased animals for disposal, and owner-releases for adoption or euthanasia.
2. Drop-Off Procedures. The Contractor shall provide a procedure whereby animals may be delivered to the shelter. The procedure shall provide Animal Control Officers with flexibility in drop off times for animals. The minimum number of drop-offs is two per day.
3. Facility Requirements. The shelter shall have an adequate number of dog kennels and cat cages, isolation facilities for quarantined animals and access to large animal housing. The animal shelter shall be maintained in a clean and sanitary condition. The kennel shall comply with the standards set forth in the Humane Society’s Uniform Standards Guidelines (HSUS) for the operation of the animal shelter. The Costa Mesa Animal Control staff reserve the right to enter and inspect the premises during regular business hours for the purpose of inspecting the facilities for the conditions mentioned above.

4. Special Handling. The Contractor must ensure that animals with Police holds, quarantines or pets held in protective custody would be in an isolated area not permitting the public to have access or visits. If an animal is in protective custody, Costa Mesa Animal Control would have permission to extend a pet's stay if necessary until a case is resolved, e.g. pending cruelty, court case, etc. These animals would not be removed from the isolated area without approval from Costa Mesa Animal Control.
5. Other Animals. The provider must ensure that the shelter would accept all animals including exotics, birds and livestock.
6. Adoption. The Contractor shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. The contractor shall, prior to euthanasia, release the animal to an animal rescue or adoption organization if requested by the organization or rescue.
7. Disposal of Unclaimed Animals. The Contractor shall provide for the humane disposal of unclaimed animals after holding them for no fewer than 7 days, unless sickness or injury requires earlier disposal. Under no circumstances shall unadopted animals be sold for purposes of medical research or other activities, which may harm them without the consent and approval from Costa Mesa Animal Control. The Contractor shall be responsible for maintaining animals beyond the minimum 7 days as may be required for the completion of any judicial process or to the extent required by law. Contractor must make all reasonable attempts to reunite animal with owner before euthanasia or adoption, to include accessing current licensing records, using contact information on owner provided tags worn by the animal and scanning all animals to detect implanted computer chips.
8. Euthanasia. Arrange and/or provide for the humane euthanization and disposal of unwanted animals. This shall be accomplished in a manner approved by Federal or State regulations, which shall not subject such animals to any unnecessary pain.
9. Collection of Fees. The Contractor shall be responsible for collecting all fees (Examples: license fees, spay/neuter fines, subsequent impound fees, etc.) due to the City, issuing receipts for payment and remitting monies due to the City directly to Animal Control staff prior to releasing the animals. The collected fees shall be remitted to the City within 10 working days following the end of the prior month.
10. Care. The best possible care and treatment shall be given to all animals held in custody. Adequate housing and food shall be provided and the shelter shall not be overpopulated. The provider should have veterinary services available during normal business hours. Owners would remain responsible for all routine/emergency veterinary care costs.
11. Records. The Contractor shall keep comprehensive records and submit regular monthly reports to Costa Mesa Animal Control. The Contractor shall be required to develop its own record-keeping procedure and maintain records of all animals it handles in the performance of the contract. The reports shall at the minimum include the number of impounds, disposition of animals, and fees collected that are payable to the City.
12. Emergency Veterinary Care. The City may choose to have the Contractor perform emergency veterinary care on a case by case basis. This type of service should be performed on a flat fee basis as deemed necessary by Costa Mesa Animal Control staff. Please provide a flat fee basis for this service in your proposal for consideration.

The following is a more comprehensive list of the desired information in monthly report.

****Please indicate in your proposal what information you will provide in the report if awarded the contract.**

- Description of the animal, including its breed, color, size, sex, disposition
- Who brought in the animal, date animal was brought in, where and how the animal was obtained
- The animal's owner
- Duration of stay
- When the animal was redeemed, who redeemed the animal
- When the animal was adopted, who adopted the animal and when
- Name and address of new owner
- When the animal was euthanized
- Disposition of all complaints regarding animals
- All dangerous or potentially dangerous animals and dog-bite incidents
- All criminal citations issued and their final disposition
- Fees collected
- Records of licenses sold with names and addresses

13. Supply Controlled Substance. The Contractor needs to be licensed to dispense and supply the Animal Control Officers employed by the City of Costa Mesa with the controlled substances necessary for performance of field captures and euthanasia.

The following is a current list of controlled substances and the estimated amounts needed:

Telozol (class III drug, 100 mg/ml concentrate, used primarily in dog capture)
Current usage 2 bottles per Animal Control Officer per month

Ketamine (class III drug, 100 mg/ml for cats and subhuman primates, also used
in dog capture) Current usage 2 bottles per Animal Control Officer per year

Sodium Pentobarbital (class II drug, 250 ml bottle, for euthanasia only)
1-250 ml bottle per Animal Control Officer per year

D. Term of Agreement and Project Deadlines

The term of the agreement is one-year. The City, may, at its option, extend the Agreement with the same or more limited scope of required services for up to four (4) additional one-year terms. The contract period shall not exceed five years. Please note that the extension of the Agreement beyond the initial one-year contract will also be contingent upon funding approval by the City Council.

E. Questions

Please direct any questions concerning this scope of services or any information concerning this RFP, to Debbie Dobrott, Purchasing Supervisor, via telephone (714) 754-5212 or e-mail: ddobrott@ci.costamesa.ca.us.

SECTION II: INSTRUCTIONS TO CONTRACTORS

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety- (90) days.

ADDENDA ACKNOWLEDGMENT. Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of the work. Upon request of the City of Costa Mesa, any agent submitting a proposal on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City of Costa Mesa, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Contractor offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City of Costa Mesa. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated. Discussions may, at the City's sole option, be conducted with responsible Contractors who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Contractors.

A Notification of Intent to Award may be sent to any Contractor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Contractor or withdraw the RFP. A Professional Services Agreement will be created by the City Attorney's Office upon acceptance of the RFP. The proposal and the Professional Services Agreement will become incorporated as the contract.

AWARD SELECTION PROCESS. Selection of qualified Contractors will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of Contractors and interviews may be conducted. Contractors will be notified of any additional required information or interviews after the written proposals have been evaluated. Interviews will be held with the most qualified respondents. The recommended proposals will be submitted to the City Council for contract approval. The Contractor selected will enter into a contract with the City.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Contractor to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Contractor shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor,

supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Contractor to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the City of Costa Mesa may rely that the Contractor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Contractor to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

DISQUALIFICATION OF CONTRACTOR. If there is reason to believe that collusion exists among the Contractors, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Contractor, or who has quoted prices on materials to a Contractor, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Contractors. Reasonable ground for believing that any Contractor is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Contractor is interested. If there is reason to believe that collusion exists among the Contractors, the City of Costa Mesa may refuse to consider Proposals from participants in such collusion. Contractors shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are:

- **Section IV. Offerors Proposal Response Requirements**
- **References**
- **Supplemental Questionnaire**
- **Non-collusion affidavit**
- **Drug-free Workplace Acknowledgement**
- **Section V. Proposal**
- **Additional detailed cost schedule**
- **Signature page.**

EXECUTION OF CONTRACT. Time is of the essence of this contract. The Successful Contractor/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the City of Costa Mesa executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the City of Costa Mesa may, at its option, consider that the Contractor has abandoned the contract.

EXPERIENCE AND COMPETENCY. The Successful Contractor shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Contractor shall also have no less than **three (3)** years experience in the magnitude and character of the work proposal. Each Contractor shall be set forth his experience on the form entitled Contractor's Experience and submit it with his proposal. It is the intention of the City of Costa Mesa to award a contract to a Contractor who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Contractor, the City of Costa Mesa will weigh any evidence that the Contractor has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Contractor, consideration will be given not only to the financial standing but also to the general competency of the Contractor for the performance of the work specified in the contract documents.

FIRM PRICE PERIOD. Contractors' offer shall remain open and firm for a period of not less than ninety- (90) calendar days from the Submittal Deadline.

FORMATION OF CONTRACT. Contractor's signed proposal and City's written acceptance shall constitute a binding contract.

INDEMNIFICATION

Contractor shall protect and indemnify the City, the City Council, and all of its or their officers, agents and servants against any claim or liability arising from or based on bidder's violation of any existing or future State, Federal, and local laws, ordinances, regulations, orders or decrees pertaining to bidder's submittal.

Contractor agrees to protect, defend, indemnify, save and hold harmless the City and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person (contractor's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the performance of this contract, except that the indemnity obligation of contractor shall be reduced by an amount proportional to the active negligence of City, if any.

Contractor shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 56 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal, or local laws applicable; and contractor shall indemnify and hold harmless City from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, or every nature and description, including attorney fees, that may be presented, brought or recovered against the City for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any work performed under this contract by contractor or any subcontractor or others performing on behalf of contractor.

The City does not, and shall not, waive any rights against contractor which it may have by reason of the above hold harmless agreements, because of the acceptance by the City or the deposit with the City by contractor of any or all of the required insurance policies.

The hold harmless agreements by contractor shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of contractor or any subcontractor or others performing on behalf of contractor, whether or not such insurance policies are applicable.

Contractor shall require any and all subcontractors to afford the same degree of indemnification to the City of Costa Mesa and its elected and appointed boards, officers, agents, and employees that is required of contractor and shall incorporate identical indemnity provisions in all contracts between contractor and his subcontractors.

In the event that contractor and City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of contractor, or by a dangerous condition of City's property created by contractor or existing while the property was under the control of contractor, contractor shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City.

INSURANCE

Contractor shall not commence work under this contract until he has obtained all insurance required under this section and the insurance has been approved by City as to form, amount, and carrier, nor shall contractor allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of contractor to supply specified insurance policies and coverage, nor the failure of City to approve same shall alter or invalidate the provisions of this contract.

WORKERS' COMPENSATION INSURANCE

- Contractor shall obtain and maintain during the life of this contract workers' compensation insurance and, if any work is sublet, contractor shall require all subcontractors to obtain workers' compensation insurance.
- All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days advance written notice of such cancellation to City.
- Contractor is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply, with such provisions before commencing the performance of the work of this contract.

LIABILITY INSURANCE COVERAGE

- A. Contractor shall obtain and maintain during the life of this contract the following insurance coverage:
 - Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors, personal injury.
 - Automobile liability, including owned, hired, and non-owned vehicles.
- B. The above insurance coverages shall have limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence and aggregate.
- C. Endorsements to the policies providing the above insurance shall be obtained by contractor, adding the following three provisions:

1) **Additional insureds:** (For Commercial General Liability only)

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

2) **Notice:**

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City."

3) **Other Insurance:**

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

- D. All insurance carriers utilized by the contractor or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this contract may further require contractor's insurance carrier(s) to be admitted insurers in the State of California.

INDEPENDENT CONTRACTOR. Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of

City of Costa Mesa. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of City of Costa Mesa.

INFORMED CONTRACTOR. Contractors are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Contractors' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to the City of Costa Mesa a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered to the City of Costa Mesa Purchasing Division by mail at PO Box 1200, Costa Mesa, California, 92626 or by facsimile to (714) 754-5040 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City of Costa Mesa considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City of Costa Mesa as having received contract documents. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Contractor to ensure the City of Costa Mesa has their correct business name and address on file. Any prospective Contractor who obtained a set of contract documents from anyone other than the City of Costa Mesa is responsible for advising the City of Costa Mesa that they have a set of contract documents and wish to receive subsequent Addenda.

NOMENCLATURES. The terms Successful Contractor, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the City enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Contractors are required to submit a Non-Collusion Affidavit with their Proposals. See page 19.

OFFERS OF MORE THAN ONE PRICE. Contractors are NOT allowed to submit more than one proposal.

POSTPONEMENT OF OPENING. The City of Costa Mesa reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request for Proposals or subsequent addenda.

PAYMENT TERMS. Discounts for payments made within 20 days or more from receipt of invoice will be considered in award of proposal. Payment discounts must be clearly shown in the proposal.

PRICE DISCREPANCIES. In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Contractor will be bound by said corrections.

PRICES. All Proposals shall give the prices proposed, in figures, and shall give all other information requested herein, and shall be signed by the Contractor's authorized representative. Proposal prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as

may be provided otherwise in the contract documents. The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary “cleanup” that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Contractor shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

PROPOSAL FORMS

- a. Forms. Proposals must be submitted on preprinted forms supplied by the Purchasing Office.
- b. Copies. One original and three (3) copies must be submitted on or before the Submittal Deadline. Contractors shall submit one (1) original proposal marked “ORIGINAL” the identical copies. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.
- c. Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the “ORIGINAL” will provide the basis for resolving such discrepancies. If one document is not clearly marked “ORIGINAL”, the City reserves the right to use the original as the Master. If no document can be identified as an original bearing original signatures. Contractor's proposal may be rejected at the discretion of the City.

PROPOSAL CONTENT. Contractor must describe in detail how he/she will meet the requirements of this RFP, and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals must include all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements, and the Contractor’s standard contract language. The omission of these documents renders a proposal non-responsive. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

The City is not liable for any costs incurred by Contractors before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.

PROPOSAL DEADLINE. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Contractor unopened.

PROPOSAL MODIFICATIONS. Any Contractor who wishes to make modifications to a proposal already received by the City of Costa Mesa must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Contractor’s authorized representative,

executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Contractor to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

PROPOSAL OPENING AND RESULTS.

Please note that there will be no public opening of proposals. Technical and cost details about proposals submitted will not be disclosed until an award is made. A list of the names of Contractors' who submitted proposals may be obtained within a reasonable time after the public opening.

PROPOSAL PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Prices shall be stated in units and offers made separately on each item. In case of conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

PROPOSAL RECEIVED LATE. Late proposals will not be accepted and will be returned to Contractors unopened.

PROPOSAL REJECTION OF. The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Contractor who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Contractor who is in default on the payment of taxes, licenses or other monies due the City of Costa Mesa.

PROPOSAL SUBMITTAL. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Contractor, RFP number, and Submittal Deadline. Contractor's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL. Contractors' authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

CONTRACTOR IS SOLE POINT OF CONTACT. The Successful Contractor will be the sole point of contact. The City will look solely to the Successful Contractor for the performance of all contractual obligations that may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.

CONTRACTOR'S BACKGROUND. Contractor must provide a company profile. Information provided shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Name, address, and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- d. Company background/history and why Contractor is qualified to provide the services described in this RFP.
- e. Length of time Contractor has been providing services described in this RFP. Please provide a brief description.

Contractor must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance,

adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

CONTRACTOR'S REFERENCES. Contractors should provide a minimum of three (3) references from similar projects performed for any local government clients or private agencies in California within the last three years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Client project manager name and telephone number.

QUALIFICATION OF CONTRACTORS. Each Contractor shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Contractor's experience shall be set forth and submitted on the form provided herewith. It is the intention of the City to award a contract to a Contractor who furnishes satisfactory evidence that the Contractor has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Contractor to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Contractor, the City will weigh any evidence that the Contractor has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Contractor, consideration will be given not only to the financial standing but also to the general competency of the Contractor for the performance of the work covered and/or specified in the contract documents. To this end, each Proposal shall be supported by a statement of the Contractor's experience on the form entitled "Contractor's Experience", which is a part of the contract documents.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, either by mail, facsimile or e-mail to the Purchasing Supervisor, City of Costa Mesa, 77 Fair Drive, Costa Mesa, California, 92626, faxed to (714) 754-5040 or e-mailed to: ddobrott@ci.costa-mesa.ca.us, no later than ten (10) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by the City will be sent in writing to all known proposal holders.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. The City reserves the right to reject any or all proposals, or any part of a proposal. The City reserves the right to reject the proposal of any Contractor who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the proposal of any Contractor who is in default on the payment of taxes, licenses, or other monies due the City of Costa Mesa.

RULES FOR SUBMITTING PROPOSALS.

- a. **Submittal Deadline.** Proposals must arrive in the City of Costa Mesa Purchasing Division, 77 Fair Drive 1st Floor, Room 100, by the Submittal Deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.
- b. **Responsibility.** Contractors are solely responsible for ensuring their proposal is received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request for Proposals (this solicitation). Deliveries made before the Submittal Deadline but to the wrong City office will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline.
- c. **Extension of Submittal Deadline.** The City reserves the right to extend the Submittal Deadline when it is in the best interest of the City.
- d. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- e. **Forms.** To be considered for award, each proposal shall include the forms furnished by the City.

- f. **Late Proposals.** The Submittal Deadline is FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned to the Contractor unopened.
- g. **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Contractor.
- h. **Sealed.** Proposals MUST BE submitted in a sealed envelope.

SELL OR ASSIGN. The successful Contractor shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the City.

SIGNATURES. An individual who is authorized to bind the Contractor must sign the proposal.

SUBCONTRACTOR COMPETENCY. The Successful Contractor will be required to establish to the satisfaction of the City of Costa Mesa the competency, reliability and responsibility of the subcontractors proposed to furnish or perform the work described in the contract documents. Before the award of the contract, the City of Costa Mesa will notify the Contractor in writing if, after due investigation, the City of Costa Mesa has reasonable objection to any proposed subcontractor, the Contractor shall submit an acceptable substitute person to the City of Costa Mesa. Persons and entities proposed by the Contractor to be used as subcontractors, and to whom the City of Costa Mesa has made no reasonable objection, must be used on the work for which they were proposed and shall not be changed except with the written consent of the City of Costa Mesa.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Contractor must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

SUBMITTAL DEADLINE. **The Submittal Deadline is: April 23, 2007, at 3:00 p.m. Proposals must arrive in the City of Costa Mesa, Purchasing Division, 77 Fair Drive 1st Floor Room 100, Costa Mesa, California, 92646, April 23, 2007, by 3:00 p.m., local time.** The receiving time in the Purchasing Division will be the governing time for acceptability of proposals.

SUBMITTAL METHOD. Proposals must be submitted in sealed envelopes and should be properly identified with the Proposal number and the Submittal Deadline. Telephone, telegraphic, facsimile, electronic, and late Proposals will not be accepted nor considered unless otherwise specified herein. It is the responsibility of Contractors to see that their Proposals have sufficient time to be received by the Purchasing Office before the Submittal Deadline. The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received before the opening of the proposals.

TERMS OF THE OFFER. The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Contractor's proposal, and all modifications and clarifications that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Contractor misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

WITHDRAWAL OF PROPOSAL. Contractors' authorized representative may withdraw Proposals only by written request received by the Purchasing Supervisor before the Proposal Submittal Deadline. After that time, Contractors may not withdraw their Proposals for a period of ninety- (90) days from the date of opening. At no time may the successful Contractor(s) withdraw his Proposal.

SECTION III: TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Contractor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE CITY. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT. *Without* CAUSE, the City may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. *With cause*, the City may cancel this contract at any time with ten (10) days written notice to the Contractor. Cancellation for cause shall be at the discretion of the City and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Contractor may not cancel this contract without prior written consent of the City Purchasing Supervisor.

CHANGES IN WORK. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Contractor hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Contractor's response. Contractor may submit an attachment entitled "Exceptions to Specifications", which must be signed by Contractor's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Contractor's successful submittal, supplemental agreements, change orders, and any and all written agreements which alter, amend or extend the contract.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to

acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Contractor's signed Proposal and City's written acceptance shall constitute a binding contract.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Orange, in State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PAYMENT. Subsequent to payment, the contractor must submit an invoice for payment. Invoices shall be sent to: City of Costa Mesa, Accounts Payable, P. O. Box 1200, Costa Mesa, CA. 92628-1200. Invoices shall include the purchase order number and the description of the service provided and price. Payment shall be made within thirty (30) days after receipt of invoice. Invoices are to be submitted in arrears for services provided. Any "prompt payment discounts" will be taken by the City of Costa Mesa, if possible, and will be included in the bid evaluation if the terms offered are for (20) days or longer.

PROOF OF INSURANCE. The Successful Contractor must furnish the City with the Certificates of Insurance proving coverage of General Liability, Workers' Compensation and Automobile insurance. (See Indemnification and Insurance Requirement pages 7-9 and Conditions page 17 item #15). If you have any questions regarding the insurance requirements for the City of Costa Mesa, please contact Jim Thyden at (714) 754-5228.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited* to the Request For Proposals, Instructions To Contractor, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form, Special Provisions, Proposed Equipment & Material Manufacturers form, Experience Statement, Subcontractor's List, Workers Compensation Insurance Certificate, Contractor Guaranty statement and Proposal Security Bond.

EVALUATION CRITERIA

Offeror's proposal will be evaluated on all aspects of the Contractor and their proposal. Award is not based upon lowest cost. The City shall use some or all of the following criteria in its evaluation.

- Cost and terms of the proposal
- Ability, capacity and skill of the Contractor to perform the contract, including size and quality of the staff
- The character, reputation, experience and efficiency of the Contractor

- The Contractor's ability to provide prompt and efficient service
- Quantity and quality of Contractor's equipment
- Compliance by the Contractor with previous or existing contracts, if any
- Frequency and extent of public relations training
- Any other information bearing upon the decision to award the contract

Technical Requirements

This set of criteria assesses how well the offeror responds to and demonstrates understanding of the RFP. It assesses how well the service meets the required specifications and objectives of the department including the quality and completeness of the proposal and the Contractor's experience, including the experience of the staff to be assigned to the project, on engagements of similar scope and complexity.

Proposed Costs

This set of criteria assesses the proposed cost of the contract. It focuses on the costs provided in the proposal, including all government and co-operative agreement pricing, as well as any additional analysis done to determine the total costs.

Offeror's Capabilities

The Offeror's history of performance and demonstrated ability in providing the service will be assessed. These criteria will focus on Contractor's prior record of performance with other cities or governmental agencies and Contractor's ability to perform the work within the time specified.

The criteria as set forth herein for the evaluation of proposals are in random sequence and are not considered in any rank or order of importance.

CONDITIONS. The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Overshipments and undershipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit or creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.

WORK ORDER CONDITIONS

13. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
14. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
15. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions; (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
16. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
17. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
18. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.
19. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
20. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

SECTION IV: OFFEROR’S PROPOSAL RESPONSE REQUIREMENTS

Proposals must be concise and sufficient detail to allow accurate evaluation and comparative analysis.

Firm Name: _____

Address: _____

Telephone: (____)_____ Fax: (____)_____

E-mail address: _____

Federal Tax I.D. Number: _____ Incorporated: ____Yes ____No Date _____

Name, Address, and telephone number of Contractor’s point of contact resulting from this RFP:

Company History/Background of qualifications for this RFP:

Length of time Contractor has been providing services described in this RFP. Provide a brief description.

Signature: _____

Circle One: Owner Partner Officer

Print Name: _____

Title: _____ Date: _____

ANIMAL SHELTER SERVICES SUPPLEMENTAL QUESTIONNAIRE

1. What is your current euthanasia rate?

2. What is the distance of your facility from the Costa Mesa Police Department?

3. Please describe your company's philosophy on adoption and euthanasia.

4. Will you be able to issue animal licenses on behalf of the City? If yes, please indicate how this service will be facilitated and processing fee if any.

5. The City is requesting at least two drop off times per day. Please provide additional information on what your expectations of drop-offs are.

6. Will you accept owner relinquished animals? If so, explain the process.

7. Do you offer on-site veterinary services? If so, explain.

8. Are you licensed to dispense and supply the controlled substances (Telazol, Ketamine, and Sodium Pentobarbital) required by the Animal Control Officers for filed captures and euthanasia per the usage shown on page 5? When will the controlled substances be available after a request is made?

9. What other services can you provide that can benefit the City of Costa Mesa, the community and Animal Control?

COUNCIL POLICY – DRUG FREE WORKPLACE

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	1 OF 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a subgrantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This Policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or subgrantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;

CITY OF COSTA MESA, CALIFORNIA
COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3

- 2. Contractor's and/or subgrantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A.
- D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will:
- 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such violation.
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under Subparagraph 1.D.2 from an employee or otherwise receiving the actual notice of such conviction.
- F. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph 1.D.2 with respect to an employee who is so convicted:
- 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency.
- G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraph 1.A through 1.F, inclusive.
2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	3 OF 3

B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.

C. Such number of employees of Contractor and/or subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any Contractor and/or subgrantee be deemed to be in violation of this Policy pursuant to the provisions of 2.A, B and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon Issuance of any final decision recommending against debarment of the Contractor and/or subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.

DRUG-FREE WORKPLACE ACKNOWLEDGEMENT

The contractor acknowledges that he has read and understands the City of Costa Mesa’s Council Policy #100-5 for a “Drug-Free Workplace” included above in number five and hereby agrees to comply with required policy.

Authorized Signature

**SECTION V: ANIMAL SHELTER SERVICES
RFP No. 1110**

To: City of Costa Mesa Finance Department

Attn: Purchasing Division
77 Fair Drive 1st Floor
Costa Mesa, CA, 92626

From: _____

Name of Contractor

Mailing Address

City, State & Zip

Approach: Contractor must include in this section its approach to providing the proposed animal shelter services per the specifications in Section I. **Awarded Contractor is expected to provide the following information: detailed cost schedule and information relating to the scope of work shown on pages 3-4.**

Offeror to include any government or co-operative agreement pricing.

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Contractor’s understanding of the City’s requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

Responding to Request for Proposals No. 1110, the undersigned Contractor agrees to provide animal shelter services in accordance with the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the services and will accept payment therefore in the charges shown below.

All proposals shall provide additional attachments to the proposal that address the following items:

Proposal Summary

This section shall discuss the highlights, key features and distinguishing points of the proposal. In addition, please provide a list of individuals and contacts for this Proposal and how to communicate with them. The proposal shall provide a description of the background, capabilities and experience of the Contractor. Proposal shall include a description of the Contractor’s experience in providing animal shelter services.

Work Plan or Proposal

This section shall present a well-conceived service plan. This section of the proposal shall establish that the Contractor understands the City’s objectives and work requirements and Contractor’s ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm’s ability to meet the City’s requirements, outlining the approach that would be undertaken in providing the requested services. Proposals shall provide an implementation timeline or schedule of the proposal that conforms with the requirements of this RFP. Proposals shall provide a detailed explanation of how the Contractor will provide the service.

Proposal Costs

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services desired. Proposals shall provide a cost breakdown of the monthly and annual operating costs projected over the next year. Include any other cost and price information that would be contained in a potential agreement with the City. Amounts paid to the successful Contractor shall be based on a full twelve months of operation; however payments will be on a monthly basis. Payments made on operation of less than one month shall be pro-rated accordingly.

Please provide detailed cost information of animal shelter services on a monthly basis, include all costs associated for the scope of work provided and for required controlled substances for use by Animal Control Officers.

Detailed Description	Monthly	Annual Cost
Animal Shelter Services:		
Special Notes:	Not to Exceed Total	

(Please attach an additional sheet if needed to provide detailed summary of all itemized costs and services that will be provided by the Contractor as a result of this service contract. Please provide a flat fee cost for Emergency Veterinary Care for consideration. This fee should not be included in the cost of the one-year contract.)

Not to Exceed Total for One-Year Contract: \$ _____

Not To Exceed Total for One-Year Contract Amount Written in Words:

Amount Written in Words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, unit price will govern. Please check your calculations before submitting your Proposal; the City of Costa Mesa will not be responsible for Contractor miscalculations.

Contractor further agrees, in addition to the terms and conditions specified herein, the following terms and conditions are a part of this Proposal and any resulting contract.

F.O.B. Point. All shipments shall be made F.O.B. destination, Costa Mesa, California. F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to the City of Costa Mesa, even if the City agrees to pay for shipping and handling. The City of Costa Mesa will allow freight charges, but only if they are indicated on this form. Freight shall be shown separately on the lines provided.

Award. Award will be based upon the Evaluation Criteria specified herein. Award will NOT be based upon price alone.

Signatures. All information submitted by Contractor, including signatures, must be original. Copies will not be accepted.

Taxes. Contractors should show California State Sales Tax on their Proposals if taxable. The City will pay it to the Successful Contractor who is a California supplier or out-of-state supplier that registers with the State of California and who has the appropriate California Seller’s Permit. The City of Costa Mesa will pay the State Sales Tax directly to the State of California when the Successful Contractor is not registered with the state to collect it. The City of Costa Mesa is exempt from Federal Excise Tax.

PLEASE NOTE: The City of Costa Mesa does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

Contractor shall complete the following:

1. All or None Proposal. This Proposal is offered on an all or none basis? _____(Yes/No)
2. Completion. How long will it take to begin services after award of the contract?: _____days.
Any additional information: _____

3. Discount. The following discount will be considered in award of proposal.
 - a. Payment Discount. Discount for payment of invoice within **20 days** of receipt is: _____%. Payment discount of 20 or more day will be considered in award. The City of Costa Mesa will not take discounts that are not earned.
4. **"PIGGYBACK" CLAUSE.** Contractor shall indicate below if he will extend the same prices, terms, and conditions of his bid to other public agencies: ___ **Yes** ___ **No**. Contractor's response to this question will *not* be considered in award of bid. When the Contractor extends the prices, terms, and conditions of this bid to other public agencies, the contract shall be between Contractor and the other agencies, and the City of Costa Mesa shall bear no responsibility or liability for the contracts.

Term of Offer. It is understood and agreed that this Proposal may not be withdrawn for a period of **ninety (90) days** from the Submittal Deadline, and at no time in case of successful Contractor.

Contractor’s Acknowledgement of His Understanding of the Terms and Conditions. Signature below verifies that Contractor has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

Representations Made Under Penalty of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the City of Costa Mesa the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Contractor Name (Person, Firm, Corp.)

Signature of Authorized Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Fax Number