



SECTION IV: OFFEROR'S PROPOSAL RESPONSE REQUIREMENTS

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

Firm Name: City of Irvine Irvine Animal Care Center

Address: PO Box 19575
Irvine CA 92623

Telephone: (949) 724-7746 Fax: (949) 724-7749

E-mail address: lcowan@ci.irvine.ca.us

Federal Tax I.D. Number: 95-2759391 Incorporated: Yes No Date Dec. 28, 1971

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

Ron Edwards, Supervisor, Irvine Animal Care Center, 949-724-7746,

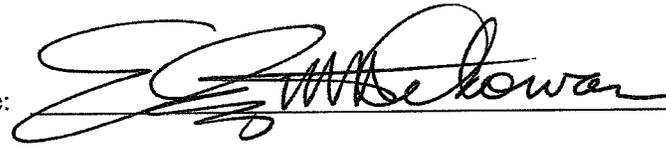
Libby Cowan, Manager, Community Services, City of Irvine, 949-724-6694

Company History/Background of qualifications for this RFP:

The City of Irvine has been providing animal sheltering services to the Irvine community for over 30
years. The Animal Care Center has been operational for 25 years

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

Over its history, Irvine AnimalCare Center has had a variety of relationships with other agencies, including a
90 Day Agreement for Sheltering Services with the City of Costa Mesa.

Signature: 

Circle One: Owner Partner Officer

Print Name: ELIZABETH ANN COWAN

Title: Community Services Manager

Date: April 23 2007

REFERENCES

Offeror should provide a minimum of three (3) business references in Southern California from similar services performed for any other agencies within the last three years. Include the clients name, services description, dates of services (starting and ending), and client contact name and telephone number.

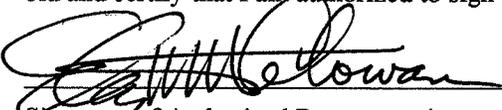
The City of Costa Mesa, 99 Fair Drive, Costa Mesa CA 92628-1200

Sheltering services for the City of Costa Mesa, January 6, 2007 to May 1, 2007

Sgt. Phil Myers, 714-754-5074

NON-COLLUSION AFFIDAVIT.

I certify that this proposal is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud. I certify that I have not entered into any arrangement or agreement with any City of Costa Mesa public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the Contractor.



Signature of Authorized Representative

Elizabeth Ann Cowan
Name of Authorized Representative

Community Services Manager
Title of Authorized Representative

Animal Shelter Supplemental Questionnaire

What is your current Euthanasia rate?

- Dogs 7- 8%
- Cat 9%
- Rabbits 20% that # includes domestic and wildlife.
- Birds 30% that # includes domestic and wildlife.

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

The Irvine Animal Care Center is located 10 miles from the Costa Mesa Police Department.

Please describe your company's philosophy on adoption and euthanasia?

The public expects the City to provide the most compassionate care to the animals in our care. Part of this responsibility is to reunite lost pets with their owners and to find new homes for unwanted animals. Euthanasia of adoptable animals should be considered only as a last resort and only after all other efforts have failed.

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

Irvine Animal Care Center staff can issue/renew Costa Mesa dog licenses on all dogs returned to their owners and issue new licenses to dogs adopted from the Irvine Animal Care Center to Costa Mesa residents. The City of Irvine will assess a \$2.50 processing fee on each license processed.

It is not the interest of the City of Irvine to maintain Costa Mesa's animal license database or to process new or renewals for dogs other than those impounded at the Irvine Animal Care Center.

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

Costa Mesa Animal Control Officers will be permitted to bring animals to the Irvine Animal Care Center on a 24/7 basis. Costa Mesa Animal Control Officers will be provided access to the impounding/receiving area where animals can be temporarily housed.

Will you accept owner relinquished animals? If so please explain the process?

Yes, animals can be surrendered by their owners to the Irvine Animal Care Center at the front counter. The fee to surrender a dog or cat is \$65.00. The fee to surrender an animal other than a dog or cat is \$30.00. Costa Mesa residents will be considered "Irvine residents" relative to charges, fees, and procedures at the Irvine Animal Care Center.

City Of Irvine Response

The City of Irvine reserves the right to refuse owner relinquished animals if space or other consideration does not allow for the humane housing of said relinquished animal.

The Irvine Animal Care Center will also accept strays brought in by Costa Mesa residents.

Do you offer onsite veterinary services? If so please explain?

The Irvine Animal Care Center has veterinarian services available on-site; also provided is access to veterinarian care at Irvine-based veterinarian offices.

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

The City of Irvine Animal Care Center is licensed for controlled substances. Access to the controlled drugs outlined above will be made available in accordance to law. It is preferred that all euthanasia be performed at the Irvine Animal Care Center rather than in the field.

Controlled substances will be made available in accordance with law and within 48 hours of request and provision of completed drug usage logs.

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

The Irvine Animal Care Center will provide access for Costa Mesa to low-cost rabies clinics, humane education programs for youth, volunteer opportunities, one of the lowest euthanasia rates for a municipal shelter, and a beautiful 5 acre quality facility with caring qualified staff.

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 manufacturer, 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 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

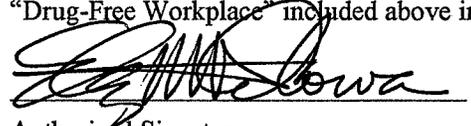
B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.

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: City of Irvine - Animal Care Center
Name of Contractor
PO Box 19575
Mailing Address
Irvine CA 92623-9575
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

PLEASE SEE ATTACHED

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

PLEASE SEE ATTACHED

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

PLEASE SEE ATTACHED

RFP 1110 – Animal Shelter Services
City of Costa Mesa

City Of Irvine Response
Attachment B

Proposal Summary

It is the City of Irvine's interest to provide animal sheltering services to the City of Costa Mesa. The current 90-day Mutual Aid Agreement has been successful and the City of Irvine proposes to continue to the relationship. The City of Irvine has an excellent reputation as one of the best municipal shelters in the State of California and has been providing services to the residents of Irvine for 35 years. The Irvine Animal Care Center is, this year, celebrating 25 years of humane and caring service to the community.

The City of Costa Mesa Animal Control will have 24/7 access to the Irvine Animal Care Center and Irvine will accept all animals brought in by the City of Costa Mesa Animal Control.

The City of Irvine will also accept owner relinquished animals from Costa Mesa residents, when room allows safe and humane housing. The City of Irvine will also accept stray animals brought in by Costa Mesa residents.

The City of Irvine will assist the City of Costa Mesa in the licensing of Costa Mesa animals. Any animals released from the City of Irvine Animal Care Center to a Costa Mesa resident shall be licensed prior to release from the Irvine Animal Care Center. The City of Irvine shall charge the City of Costa Mesa a \$2.50 per license processing fee. The City of Irvine shall credit the Costa Mesa account for any additional licensing fees collected.

The City of Irvine shall charge the City of Costa Mesa an impound fee of \$20 per day per animal, including day of impound, for no more than 7 days (The State hold mandate). Upon impound, the animal shall become the full property of the City of Irvine and Irvine shall assume the full healthy and humane housing and medical costs of each animal.

Animals on police hold, quarantine, or other City of Costa Mesa mandated hold time, shall be charged at a daily rate of \$20 for the length of the hold time. Credit will be afforded the City of Costa Mesa for any charges recovered by the City of Irvine from the animal owner.

The City of Irvine prefers that all euthanasia take place on the property of the Irvine Animal Care Center but will, upon request, provide Costa Mesa Animal Control access to controlled drugs that are utilized in the safe and humane capture and euthanasia of animals.

It is proposed for the City of Costa Mesa to maintain its own contract with an emergency veterinarian for after-hours emergencies. Animals taken to the emergency veterinarian may be transported to Irvine Animal Care Center upon stabilization.

The City of Irvine will work with the City of Costa Mesa to provide monthly reports meeting the needs of the City of Costa Mesa.

COSTS

The City of Irvine proposes to charge the City of Costa Mesa the following for animal sheltering services:

1. Upon impound and until owner redemption or for no more than 7 days, including day of impound, Costa Mesa will be charged \$20 per day per animal impounded. There will be no additional charges for the housing or care of any Costa Mesa animal.
2. No other charges for the housing or medical care will be made against said animal.
3. The City of Irvine will process the licensing of Costa Mesa dogs and cats redeemed or adopted by Costa Mesa residents. The City of Irvine will charge the City of Costa Mesa a \$2.50 processing fee for each license.
4. Animals held for quarantine, police holds, or other Costa Mesa requested holds shall be charged at \$20 per day of the duration of the requested hold. The City of Costa Mesa will be credited any fees collected from the owner of said animal.
5. The City of Costa Mesa may dispose of dead animals at the Irvine Animal Care Center. Costa Mesa will be charged \$100 per month for this access.
6. Controlled drugs will be made available to the Costa Mesa Animal Control Officers for the safe and humane capture and euthanasia on an actual cost basis, considered at this time to be approximately \$2700 per year.

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:		
Utilizing the numbers provided in this RFP, page 3, B.		
85 animals a month x 12 months x 7 day hold x \$20.00 per animal per day.	\$11,900	\$142,800
Diposal of dead animals	\$100	\$1,200
Licensing processing fee \$2.50 per license, 20 /month	\$ 50	\$ 600
Drugs to be reimbursed at actual cost page 5, section 13		\$2,700
Special Notes: Numbers are estimated - costs will be based upon actuals	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: \$ _____ costs are based upon actual numbers but should not exceed \$150,00

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

Costs are to paid on an actual basis but if numbers presented are accurate, the contract should not exceed One Hundred Fifty Thousand dollars a year.

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? no (Yes/No)
2. Completion. How long will it take to begin services after award of the contract?: 0 days.
Any additional information: If awarded the contract, the City of Irvine is prepared to seamlessly migrate from the current mutual-aid agreement to the contract, with no break in service
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: 0 %.
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: x 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.

City of Irvine

Contractor Name (Person, Firm, Corp.)



Signature of Authorized Representative

PO BOX 19575 - Community Services

Address

Irvine CA 92623 - 9575

City, State, Zip Code

949-724-6694

Telephone Number

Elizabeth Ann Cowan

Name of Authorized Representative

Community Services Manager

Title of Authorized Representative

949-724-6214

Fax Number