

SECTION IV: OFFEROR'S PROPOSAL RESPONSE REQUIREMENTS

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

Firm Name: Orange County Humane Society.

Address: 21632 Newland st.
Huntington Beach, CA 92646

Telephone: (714) 536 6537 Fax: (714) 536 0308.

E-mail address: drsbotros@gmail.com.

Federal Tax I.D. Number: 95-2225005 Incorporated: Yes No Date _____

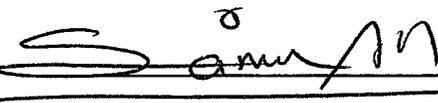
Name, Address, and telephone number of Contractor's point of contact resulting from this RFP:

Company History/Background of qualifications for this RFP:

We've been contracted with the city of Costa Mesa for long
time

currently also^s contracted with the city of Westminister.

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

Signature: 

Circle One: Owner Partner Officer

Print Name: SAMIR S. BOTROS D.V.M

Title: President

Date: 4/12/07

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 of 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. **MISCELLANEOUS CONDITIONS**
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.

(5146-22)

ANIMAL SHELTER SERVICES SUPPLEMENTAL QUESTIONNAIRE

1. What is your current euthanasia rate? terminally

about 1%, only sick and aggressive animals

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

about 5 miles

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

Care for animals in our facility til they find homes
(being adopted)

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.

We issue rabies certificate

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.

We're open 7 days per week from 8 AM to 5 PM.

Police officers usually have access to the office even after hours.

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

yes, they sign the animal(s) off, pays fees - then
animal(s) will be available for adoption.

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

yes, through AAA Animal Hospital next door, Veterinarians
are available 7 days a week

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 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: Orange County Humane Society
Name of Contractor
21032 Newland St.
Mailing Address
Huntington Beach, CA 92646
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: Fifty two thousand per year	Not to Exceed Total	52,000

(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: \$ 52,000.00

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? Y ~~(Yes/No)~~
2. Completion. How long will it take to begin services after award of the contract?: 0 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.

Orange County Humane Society

Contractor Name (Person, Firm, Corp.)

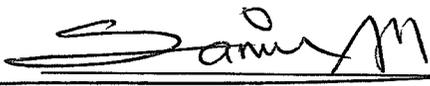
21032 Newland st

Address

Huntington Beach CA 92646

City, State, Zip Code

Telephone Number



Signature of Authorized Representative

Samir S. Botros DVM

Name of Authorized Representative

President

Title of Authorized Representative

714) 536-0308

Fax Number