



**REQUEST FOR PROPOSAL
FOR
ANIMAL CONTROL SERVICES**



**POLICE DEPARTMENT
CITY OF COSTA MESA**

RFP NOTICE



City of Costa Mesa

Animal Control Services

10/07/11

4:00PM

Request for Proposal

NOTICE IS HEREBY GIVEN that sealed proposals shall be received by the City of Costa Mesa to wit: The City of Costa Mesa, City Attorney, Attn: Kimberly Hall Barlow, Costa Mesa, California 92628-1200, on or before the hour of **4:00 p.m. on Tuesday, November 1, 2011**. It shall be the responsibility of the offeror to deliver his proposal to the City Attorney by the announced time. Delivery Location: City of Costa Mesa, City Attorney's Office—5th Floor, 77 Fair Drive, Costa Mesa, California 92626

Proposal shall be returned to the attention of Kimberly Hall Barlow, City Attorney, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Identify—RFP for Animal Control Services and the due date. There will be no public opening



The Request for Proposal may be downloaded from the website at <http://www.ci.costa-mesa.ca.us/departments/CPurchasing.htm>. If you have addition question, please contact Richard Amadril, via e-mail at: rick.amadril@costamesaca.gov

City of Costa Mesa

77 Fair Drive,
P.O. Box 1200
Costa Mesa, CA 92628-1200

Phone: 714-754-5227
Fax: 714-754-5040
E-mail: rick.amadril@costamesaca.gov

RFP



REQUEST FOR PROPOSAL

FOR

ANIMAL CONTROL SERVICES



**Police Department
CITY OF COSTA MESA**

Released on October 10, 2011

ANIMAL CONTROL SERVICES
REQUEST FOR PROPOSAL (RFP)

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting proposals from a qualified public entity or private firm, to establish a contract for Animal Control services. The term is expected to be for three (3) years with two (2) one-year options to renew. Longer initial and extended terms will be considered depending upon the Proposer’s submission regarding use of City facilities and equipment.

1. BACKGROUND

On March 1, 2011, the City Council agreed to move forward with a comprehensive review and analysis of outsourcing 18 City services, one of which is Animal Control Services, as outlined in the *Outsourcing of City Services Council Agenda Report*, dated February 24, 2011.

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$94 million and a total of over \$107 million of fiscal year 2010-2011.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 116,479 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

The City of Costa Mesa provides animal control services to the Costa Mesa community through the police department’s Animal Control Unit. The Animal Control Unit is responsible for the regulation, control, and prevention of rabies in the wild and domesticated animal population of the City. It is further responsible for the impoundment of animals found at large or unlicensed and the enforcement of those laws and ordinances applying to animals within the City.

A police lieutenant and sergeant oversee animal control operations. The Animal Control Unit is currently staffed with two (2) full-time Animal Control Officers (ACOs), who provide coverage seven (7) days a week, excluding holidays, through a 4-10 schedule. Animal Control coverage is Monday through Friday (0700 to 1900 hours) and Saturday through Sunday (0700 to 1700

hours). Until June 30, 2011, the City had three (3) full-time Animal Control Officers. These officers provided 6,350 hours of services in fiscal year 2010-11. Current ACO's are Penal Code section 832 certified.

The duties assigned to the Animal Control Unit include all aspects of animal control; animal welfare, criminal investigations, quarantines, and community education. Shelter services are contracted through the Orange County Humane Society in Huntington Beach.

Based on 2010 statistics, Animal Control handled the following number of calls for service and impounds during the calendar year 2010:

Statistics - 2010	Total Number
Calls for Service (dispatched)	3,148
Calls for Service (self-initiated)	1,212
	4,360
Impounds (dog)	511
Impounds (cat)	497
Impounds (other)	434
	1,442

Year to Date statistics for calendar year 2011 are attached as Appendix G.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	October 10, 2011
Deadline for Written Questions	October 18, 2011
Responses to Questions Posted on Web	October 25, 2011
Proposals are Due	November 1, 2011
Interview (if held)	November 18, 2011
Approval of Contract	TBD

All dates are subject to change at the discretion of the City.

3. SCOPE OF WORK

The objective of this RFP is to identify qualified public entities and/or private firms and receive competitive proposals for the outsourcing of animal control services on behalf of the City of Costa Mesa. Proposals shall identify how Proposers can provide the following:

I. Staffing Services

Adequate staff levels must be met to ensure all services outlined in the contract are provided in an efficient and professional manner; ACOs to be available for after hour call-outs; and all staff members to be uniformed and carrying identification cards acceptable to the City of Costa Mesa.

II. Animal Control Services

Animal Control Services include, but are not limited to, emergency response service (including response to after hours calls for emergencies and special circumstances calls); patrolling; impounding of stray animals and of owner-released animals; active enforcement of local statutes (Costa Mesa Municipal Codes Title 3: Chapters I-VIII, Orange County Ordinances, State statutes, and Federal regulations) associated with Animal Control; animal cruelty investigations; animal bite investigations; citation issuance; field release to owner and impound fee collection for impounded animals; quarantine activities including home checks of animals involved in bites; site inspections required to comply with vicious dog ordinances; emergency transportation of injured, impounded animals to a veterinarian; impounding of deceased animals for disposal; responses to requests for assistance from law enforcement and city officials regarding suspected criminal activities or zoning violations related to animals; advice to residents regarding wildlife management or other animal concerns; injured wildlife pick-up; impounding of nuisance wildlife; and assistance to residents regarding potentially dangerous and/or vicious animals; impound data entry; reporting to Rabies Control (Orange County Animal Control).

III. Special Services

Animal Control Special Services include, but are not limited to, animal license issuance and renewal; fee collection and payment services; customer support regarding animal licensing; animal license billing; delinquent animal license follow-up; animal field canvassing to locate and license unlicensed animals; inspection of animal-related businesses in the jurisdiction of Costa Mesa in response to complaints; and when applicable, issuance of animal permits for private homes; and maintain accurate records of all activities (i.e., license fees, impound fees, boarding fees, adoption fees, spay/neuter fees, destruction fees, number and type of complaints received, number of dogs impounded, number of dogs claimed, number of dogs sold, number of dogs destroyed and number of any other animals processed). Costa Mesa has a spay/neuter program designed to reduce the number of unwanted animals and provide financial assistance to low income Costa Mesa citizens desiring to spay or neuter their pet. The citizens submit an application for a voucher to Animal Control, which is redeemed at O.C. Humane Society for payment of the procedure. They must show proof of low income status. The cost of the program is paid for with State mandated fines collected for impounded unsterilized pets. ACO's process voucher applications for this program.

IV. Shelter Services

Animal Control Shelter Services include, but are not limited to, retention of impounded animals at an animal care shelter agreed upon by the City of Costa Mesa and proposer (currently contracted with Orange County Humane Society); public display of animals to allow owner identification; owner notification when animals are wearing identification and/or are electronically tagged; sale or release of impounded animals to residents; animal evaluation for adoption; retention of animals associated to criminal investigations; reasonable effort toward animal placement; public education; euthanasia and disposal of animals that are neither redeemed nor adopted; veterinary services and spay/neuter surgeries consistent with standards established by the California Veterinary Medical Board; and necropsies on animals that die under suspicious circumstances or at the request of law enforcement. Current city staff spend approximately 20 hours per year interfacing with County Animal Control on various matters. Interaction with various other entities and private companies is required from time to time, including Orange County Vector Control, State Fish and Game, private veterinarians, etc.

V. Barking Dog Complaint Services

Barking Dog Complaint Services include, but are not limited to, receipt of barking dog complaints from residents, customer assistance regarding barking dog complaints, issuance of citations, and preparing for and testifying in administrative hearings in response to complaints received for barking dogs within the jurisdiction of Costa Mesa. Costa Mesa Municipal Code Sections 3-8, 3-113, & 3-114. There may be instances where animal control officers are required to attend court in connection with appeals of administrative citations. This historically occurs about twice per year.

VI. Administrative/Clerical Services

The following clerical services will be required:

- Follow-up/Prepare/Process all aspects of the barking dog complaints
- Liaison with Finance Department to determine if barking dog citation has been paid
- Process permits for non-domestic (exotic) animals, such as Monitor Lizards
- Process spay and neuter voucher requests
- Maintain monthly statistical data for Animal Control calls for service
- Maintain monthly animal shelter stats for monthly billing
- Annual Rabies report
- Obtain euthanasia and tranquilizer gun drugs
- Maintain kennel room and supplies
- Answer lost and found pet inquiries
- Handle animal control phone inquires
- Maintain Animal Control office files
- Process service animal license requests
- Process County rabies certificate license requests
- Contact outside agencies regarding possible lost and found pets

- Order Animal Control supplies

4. PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, 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. Proposals which appear unrealistic in 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 following proposal sections are to be included in the Proposer’s response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the Proposer must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments. If your plan would be to contract for animal shelter services with someone other than the Orange County Humane Society in Huntington Beach, identify what shelter contractor you would use or how you would provide animal shelter services and how you would transition to another shelter provider.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work. If your proposed staff are not Penal Code section 832 certified, explain in your proposal how you will handle situations involving arrests, animal cruelty charges, service of warrants, need for use of firearms and tranquilizer guns, etc.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Firms, public entities and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.
7. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City. The City currently owns three specialized animal control vehicles.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.¹ Include a resume for each designated individual.

Upon award and during the contract period, if the Contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

¹ Hourly rates for the proposed personnel shall be set forth on Appendix D.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of

any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix **B**, **but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

5. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, five (5) hard copies, plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on November 1, 2011 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Costa Mesa
Attention: Kimberly Hall Barlow
City Attorney's Office – 5th Floor
77 Fair Drive
Costa Mesa, CA 92626
RE: ANIMAL CONTROL SERVICES

- **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Richard Amadril, RFP Facilitator
rick.amadril@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than October 25, 2011. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-----25%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----10%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----50%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----15%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. **Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for November 18, 2011 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold

the information from disclosure and may release the information sought without any liability to the City.

10. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

13. CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to

particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

14. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

15. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

APPENDIX A



REQUEST FOR PROPOSAL

Animal Control Services

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL SOLE PROPRIETORSHIP
- PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

APPENDIX B

PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of ____, 2011 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and consultant, a California corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant _____ as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant’s Proposal (the “Proposal”). A copy of said Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. . No personnel providing services to the City under this Agreement shall be allowed to work under this agreement unless he/she is approved by the City. City also has the right to require Consultant to remove personnel from service under this Agreement upon demand of the City based on performance deficiencies or misconduct of any kind.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. [TBD]

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this

Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant’s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit “D,” attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City’s written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, inmate intake reports and logs shall be delivered to the City within ten (10) days of delivery of

termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Five Million Dollars (\$5,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Five Million Dollars (\$5,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) 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."

- (c) **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."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Consultant

.

Tel:

Fax:

Attn:

IF TO CITY:

City of Costa Mesa

77 Fair Drive

Costa Mesa, CA 92626

Tel: 714-754-5156

Fax: 714-754-5330

Attn: Purchasing

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without

City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers)

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense,

and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative

of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,

A municipal corporation

Date: _____

City Manager of Costa Mesa

CONSULTANT

Date: _____

Signature

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Date: _____

City Attorney

APPROVED AS TO INSURANCE:

Date: _____

Risk Management

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY	EFFECTIVE	PAGE
	NUMBER	DATE	
DRUG-FREE WORKPLACE	100-5	8-8-89	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 sub-grantee 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 Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee'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;

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

2. Contractor's and/or sub-grantee'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 conviction;
- 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;

3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee 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 sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee 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, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee 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 sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT C

CERTIFICATES OF INSURANCE

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Animal Control Services RFP at any time after October 10, 2011.

OR

I certify that Proposer or Proposer's representatives have communicated after October 10, 2011 with a City Councilmember concerning the Animal Control Services RFP. A copy of all such communications is attached to this form for public distribution.

APPENDIX D

PRICING PROPOSAL FORM

ANIMAL CONTROL SERVICES

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
	\$			\$
	\$			\$
	\$			\$

Please state the estimated annual price for any contract for shelter services which Proposer intends to contract for with a vendor other than the Orange County Humane Society. \$_____

Total Estimated Annual Price	\$
------------------------------	----

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

APPENDIX G

QUESTIONS & ANSWERS

RFP for Animal Control Services “Responses to Questions”

If Costa Mesa Animal Control receives a call from a resident about a stray animal, and your ACO does not find an animal, would this be included in the Dispatched Calls total?

Yes

If a subsequent call comes in about a stray animal in the same area, is this an additional Dispatched Call?

Short answer is “it depends.” Depends on the time between the originally dispatched call and the new call for service, the location of occurrence.

OC Animal Care charges each contract city for animal control services based on the number of field activities completed, such as for pickup of a stray animal, pickup of a deceased animal, etc. I’m assuming that your dispatched calls statistic translates to activities by your animal control officers. In other words, I’d like to confirm that your dispatched calls figure of 4,360 can also mean the number of activities performed by your animal control officers, whether it’s for a dead animal pickup, stray animal pickup, cruelty investigation, etc.

That is correct in how you interpreted our dispatched calls for service.

Can you please provide the total Dispatched Calls figure for 2009 (calendar year)?

4,119

Page 3 of the RFP also includes dog impounds (511), cat impounds (497) and other impounds (434). (I assume these figures are for calendar year 2010)

Yes, these figures are for 2010.

Can you please confirm that the above totals do not include dead animal pickups? **That is correct.**

Can you please provide the impound totals for 2009?

167

Can you please provide the dead animal impound totals for 2009 and 2010?

Dead animal pickups for 2009 were 867 and for 2010 were 759.

Of the 1,442 animal impounds reported on page 3 of the RFP, can you please provide the number of animals redeemed by their owners, adopted, and euthanized?

2010

Owner Redemptions: 319
Adoptions: 364

RFP for Animal Control Services “Responses to Questions”

Euthanasia:	640
2011 (through October 15th)	
Owner Redemptions:	258
Adoptions:	324
Euthanasia:	416

Can you also provide the owner redemptions, adoptions and euthanasia figures for calendar 2009?

2009

Owner Redemptions:	230
Adoptions:	334
Euthanasia:	538

Can you please provide the number of barking dog complaints processed for 2009 and 2010?

2009

Barking dog warnings - 364
Citation – 17

2010

Barking dog warnings – 312
Citations – 17

Can you please provide the number of dog licenses issued/renewed to Costa Mesa residents for calendar year 2009, 2010, and the first six months of 2011?

We do not have the figures for renewals and these figures are total licenses process for the year requested. 2009 – 3,715 2010 – 1,938 (The function of dog licensing transitioned to the Finance Department in City Hall July 1, 2010. They would have these figures.) 2011 – See notes from 2010.

This data was blank on the January through July statistical report on page 48 of the RFP. I ask for this because a portion of the cost of animal control services is based on the number of licenses issued/renewed by OC Animal Care for its contract cities. This question assumes that OC Animal Care would be responsible for issuing/renewing dog licenses to Costa Mesa residents. In addition, this information would allow us to compare the licenses issued to Costa Mesa residents with the number of licenses OC Animal Care issues/renews to contract cities with similar size populations to Costa Mesa. OC Animal Care is extremely focused on identifying and licensing unlicensed dogs, because this generates revenue on behalf of the contract city, which is used to offset the cost of both animal control and animal shelter services.

On the licensing figures, can you differentiate between the number of altered and unaltered licenses issued to Costa Mesa residents?

2009 – 78 unaltered dog licenses process (these 78 are included in the total dog licenses processed).

RFP for Animal Control Services “Responses to Questions”

2010 – 68 unaltered dog licenses process (these 78 are included in the total dog licenses processed). See question #9 for details on partial figures.

As stated above, revenue generated from dog licensing reduces the cost of both animal control and animal shelter services, and at this time, OC Animal Care charges \$24.00 for an altered dog license, and \$100 for an unaltered license.

For Animal Shelter Services, OC Animal Care charges its contract cities based on “animal charge days”, which is essentially the number of animals impounded, multiplied by the number of days each animal resides at the shelter up until the day of adoption, redemption by owner, or euthanasia.

Would Orange County Humane be able to provide an overall average length of stay for dogs, cats and other animals impounded in the City of Costa Mesa?

Average length of stay for animals being adopted:	34-75 days
Average length of stay for animals redeemed:	1-5 days
Average length of stay for animals euthanized:	7-21 days

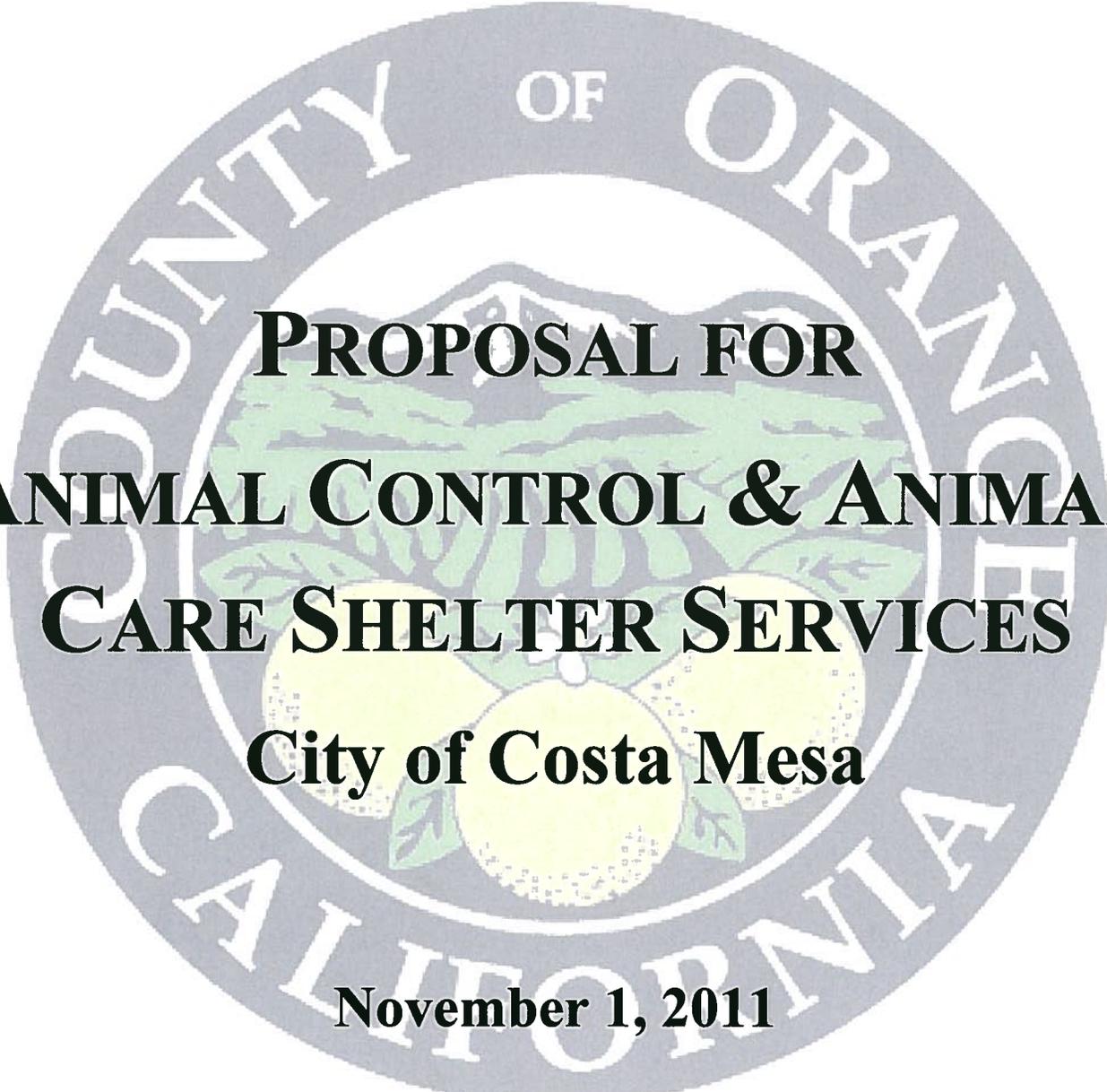
Note: OCHS didn't have specific stats for dog, cat, and other animals. The above numbers include all three animal types.

VENDOR LIST

Animal Control Vendor List

AAAnimal Control
All State Animal Control
O.C. Animal Control
O.C. Animal Shelter

PROPOSALS

The seal of Orange County, California, is a circular emblem. It features a central illustration of a landscape with a mountain range in the background, a green field in the middle ground, and several lemons in the foreground. The words "COUNTY OF ORANGE" are written in a semi-circle at the top, and "CALIFORNIA" is written in a semi-circle at the bottom.

**PROPOSAL FOR
ANIMAL CONTROL & ANIMAL
CARE SHELTER SERVICES
City of Costa Mesa**

November 1, 2011

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.

[REDACTED]
DIRECTOR
OC COMMUNITY
RESOURCES

November 1, 2011

[REDACTED]
DIRECTOR
OC ANIMAL CARE

City of Costa Mesa
ATTN: City Clerk
77 Fair Drive
Costa Mesa, CA 92626

[REDACTED]
DIRECTOR
OC COMMUNITY
SERVICES

RE: ANIMAL CONTROL SERVICES

To Whom It May Concern:

[REDACTED]
DIRECTOR
OC PARKS

OC Animal Care and the County of Orange ("County") are pleased to submit this proposal for Animal Control Services to the City of Costa Mesa ("City") for the fiscal year commencing July 1, 2011 through June 30, 2012.

[REDACTED]
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

In addition to providing a proposal for Animal Control Services, we have also included a proposal for Animal Care Shelter Services.

The cost information provided in this proposal is based on estimates for the fiscal year commencing July 1, 2011 through June 30, 2012. Therefore, the cost of these services is dependent on when the City actually contracts with the County to provide these services, as well as a number of other factors which are discussed in this proposal.

Please note that the cost of both Animal Control and Animal Care Shelter services are estimates only, and these estimates are based on assumptions related to total operating costs and revenues, as well as the number of Animal Control and Animal Care Shelter activities performed by the County for the City and its residents. Changes in the assumptions may materially impact the resulting cost estimates.

As discussed in the Methodology and Fee Estimates section (Attachment B) of this proposal, the estimated Net Cost (defined as Actual Cost minus Fee Revenue) to the City for Animal Control Services is as follows:



Animal Control Services: [REDACTED]

This Net Cost estimate for Animal Control Services assumes that the County performs all animal license billing and collection on behalf of the City and utilizes 100% of the revenue to reduce the City's cost. Furthermore, the estimate assumes that all animals impounded from the City are housed at the County's animal shelter in the City of Orange.

OC ANIMAL CARE
THE CITY DRIVE
SOUTH
ORANGE, CA 92868
PHONE:
714.935.6848



As discussed in the Methodology and Fee Estimates section (Attachment B) of this proposal, the Net Cost (Actual Cost minus Fee Revenue) to the City for Animal Care Shelter Services is as follows:

Animal Care Shelter Services: [REDACTED]

The combined estimated Net Cost of Animal Control and Animal Care Shelter Services is: [REDACTED]

ANIMAL CARE SERVICES PROVIDED

We believe that by contracting with the County, the City can realize significant savings in both Animal Control and Animal Care Shelter Services. This is because we offer a full range of services to our contract cities. For example, while Animal Control Services includes all services listed in the City of Costa Mesa Request for Proposal ("RFP"), we also perform additional services, including:

- Animal license issuance and renewal
- Fee collection and payment services
- Customer support regarding animal licensing
- Animal license billing and delinquent animal license follow-up

Animal Care Shelter Services include a broad range of services, including but not limited to:

- Retention of impounded animals at the County's Animal Care Shelter
- Public display of animals to allow owner identification
- Animal adoption
- Public education
- Volunteer services
- Rescue group coordination
- Euthanasia and disposal of animals that are neither redeemed nor adopted

Animal Care Special Services includes animal field canvassing to locate and license unlicensed animals and inspection of animal related businesses. We believe that by utilizing our canvassing department and customer service staff, we can significantly increase dog license compliance in the City of Costa Mesa, which will in turn generate additional licensing revenue and reduce costs.

Lastly, Barking Dog Complaint Services include receipt of barking dog complaints from residents, customer assistance regarding barking dog complaints, issuance of citations, and administrative hearings in response to complaints received by the County for barking dogs within the City of Costa Mesa.

BILLING METHODOLOGY

The County bills all contract cities in arrears on a quarterly basis after calculating the Actual Cost of Animal Control and Animal Care Shelter services.

Animal Control Services

The Actual Cost of Animal Control Services is defined as all County expenditures, including indirect charges, for providing Animal Control Services to the City. In order to calculate Actual Cost and Net Cost (defined as Actual Cost less Fee Revenues), Animal Control Services are divided into two categories:

- (i) Field Services – consists of field activities (deceased animal pick up, stray animal pickup, cruelty investigations, animal rescue, etc.)
- (ii) Special Services – consists of dog license issuance/renewal

The Actual Cost of Animal Control Services is allocated on a percentage basis to each contract city based on the services provided. Each contract city's Actual Cost is then reduced by Fee Revenues paid by residents based on a fee schedule which was approved by the Orange County Board of Supervisors in May 2008. All revenue billed to and collected from residents is tracked on behalf of each contract city and reduces the city's Actual Cost of Animal Control services, resulting in a Net Cost to the city.

Based on the County's operating methodology, we are not able to provide fixed cost estimates for the Animal Control Services requested in Appendix D "Pricing Proposal Form" of the RFP. This is due to the fact that the County calculates and bills all contract cities based on actual costs incurred. These costs are directly related to the number of services provided to the City by the County.

Animal Control - Field Services

During the fiscal year ending June 30, 2011, the County performed [REDACTED] Animal Control field activities and processed [REDACTED] barking dog complaints for all contract cities and unincorporated County areas [REDACTED] at a total cost of [REDACTED]. By way of example, the following information is presented for the City of Fullerton, in order to demonstrate how the Actual Cost of Animal Control – Field Services is allocated to each contract city.

The number of field activities and barking dog complaints performed for the City of Fullerton totaled [REDACTED] which equates to [REDACTED] of the total field activities and barking dog complaints:

[REDACTED]

Therefore, the City of Fullerton's Actual Cost of Animal Control Services totaled [REDACTED]

[REDACTED]

Animal Control - Special Services

During the fiscal year ending June 30, 2011, the County issued/renewed a total of 173,570 dog licenses for all contract cities and unincorporated County areas at a total cost of [REDACTED]. By way of example, the following information is presented for the City of Fullerton to demonstrate how the Actual Cost of Animal Control – Special Services is allocated to each contract city.

The number of dog licenses issued/renewed to Fullerton residents totaled [REDACTED] which equates to 7.36% of the total licenses issued/renewed.

[REDACTED]

Therefore, the Actual Cost of Animal Control – Special Services for the City of Fullerton totaled [REDACTED]

[REDACTED]

For the fiscal year ending June 30, 2011, the combined Actual Cost of Animal Control Services, consisting of Field Services and Special Services, for the City of Fullerton totaled [REDACTED]

[REDACTED]

The Actual Cost of Animal Control Services was reduced by [REDACTED] in Fee Revenue billed to and collected from Fullerton residents for such services as: animal quarantine, animal impounding, barking dog services, dog licensing, and business licensing.

[REDACTED]

The Fee Revenue of [REDACTED] reduced Fullerton's Actual Cost of [REDACTED] resulting in a Net Cost of Animal Control Services equal to [REDACTED]

Animal Care Shelter Services

The Actual Cost of Animal Care Shelter Services is defined as all County expenditures, including indirect charges, for providing Animal Care Shelter Services to the City.

Animal Care Shelter Services Actual Costs are based on:

- i. The number of animals impounded from the City multiplied by the number of days each animal resides at OC Animal Care (Animal Charge Days).

During the fiscal year ending June 30, 2011, the total number of Animal Charge Days for all contract cities and unincorporated County areas totaled [REDACTED] and the cost of providing daily feed and care for these animals totaled [REDACTED]. By way of example, the following information is presented for the City of Fullerton, in order to demonstrate how the Actual Cost of Animal Care Shelter Services is allocated to each contract city.

The number of Animal Charge Days for the City of Fullerton totaled [REDACTED] which equates to [REDACTED] of the total Animal Charge Days.

[REDACTED]

Therefore, the City of Fullerton's Actual Cost of Animal Care Shelter Services totaled [REDACTED]

Fullerton % of Animal Charge Days: [REDACTED]
Total Cost of Animal Care Shelter Services: [REDACTED]

Actual Cost of Animal Care Shelter Services
For the City of Fullerton: [REDACTED]

The Actual Cost was reduced by Fee Revenue billed to and collected from Fullerton residents totaling [REDACTED] for such services as: kennel services, animal licensing (a portion of animal licensing revenue is allocated to Animal Care Shelter Services), and veterinary services.

Fullerton Actual Cost of Animal Care Shelter Services: [REDACTED]
LESS: Fee Revenue billed/collected from Fullerton Residents: [REDACTED]

Net Cost of Animal Care Shelter Services to City of Fullerton: = [REDACTED]

The Fee Revenue of [REDACTED] reduced Fullerton's Actual Cost of [REDACTED] resulting in a Net Cost of Animal Care Shelter Services equal to [REDACTED]

GENERAL INFORMATION

OC Animal Care is a division of OC Community Resources, which is a department of the County of Orange, a political subdivision of the State of California. OC Animal Care has been providing animal care services since 1941, and has current contractual relationships with 17 Orange County cities. We provide high quality Animal Control and Animal Care Shelter services 24 hours a day, seven days a week. Recent studies by UC Davis and the City of Lake Forest have shown that our services meet and exceed most industry standards.

OC Animal Care is open to the public, seven days a week from 9:00 AM to 5:00 PM and from 10:00 AM to 7:00 PM on Wednesdays.

OC Animal Care houses over 35,000 animals from our contract cities each year. We estimate that approximately 97% of animals that arrive with identification are returned to their owners. We are an open-admission shelter to our contract cities, so animals are not turned away due to temperament, breed, or shelter space.

Our shelter contains 382 heated dog kennels and we have space for up to 300 cats. Each animal has its own kennel, and animals are not housed together in the same kennel unless they are impounded together.

We currently employ a staff of 127 full time animal care professionals, including animal control officers, public education specialists, customer service representatives, registered veterinary technicians, and kennel attendants. We also employ three full time veterinarians, and we have contracts with five veterinarians who perform spay and neuter surgeries.

We maintain a staff of two, full-time public education officers who work closely with our contract cities to host community animal education events, mobile adoptions, and summer reading programs at local libraries. In addition, these staff members coordinate low-cost animal adoption events here at the shelter and supply all residents of Orange County with information on animal care and local wildlife. We also offer volunteer opportunities to residents, both on and off-site, that directly benefit the animals under our care. We maintain a regular volunteer staff of approximately 400 volunteers who perform such tasks as walking dogs, socializing with the animals, and cleaning kitten cages.

DOG LICENSING COMPLIANCE

As discussed in Attachment B "Methodology and Fee Estimates", OC Animal Care is very concerned with finding and licensing unlicensed dogs. Licensing compliance is very important, because 100% of dog license revenue reduces each contract city's Actual Cost of Animal Control and Animal Care Shelter Services. For the City of Costa Mesa, the estimates for Animal Control and Animal Care Shelter costs (as discussed in Attachment B) are based on issuing/renewing a total of 8,500 licenses during the fiscal year.

Utilizing statistical information from the American Veterinary Medical Association (AVMA), the estimated number of dogs in a city with a population the size of Costa Mesa's is 29,446 (based on population size of 117,178 as of Jan. 1, 2010). Costa Mesa Animal Control indicated that it had processed 3,715 licenses in calendar year 2009, and 1,938 in calendar year 2010. Based on the estimated AVMA dog population of 29,446, this equates to a dog licensing compliance rate of about 12.6% for 2009 and 6.6% for 2010. (OC Animal Care's estimate of 8,500 licenses issued/renewed equates to a licensing compliance rate of 28.9%, which means that there is continued room for significant improvement in dog licensing compliance).

By contrast, in the City of Fullerton, (estimated population 135,161 as of Jan. 1, 2010) OC Animal Care issued/renewed 12,782 dog licenses during the fiscal year ending June 30, 2011, generating license revenue of approximately [REDACTED]. The 12,782 dog licenses issued/renewed in the City of Fullerton equates to a dog license compliance rate of [REDACTED] significantly larger than the [REDACTED] estimate for the City of Costa Mesa.

We believe that by employing existing resources, such as our canvassing department and customer service staff, we can significantly increase dog license compliance in the City of Costa Mesa, which will in turn generate additional dog licensing revenue, which will reduce the City's cost of Animal Control and Animal Care Shelter Services.

NEW ANIMAL CARE CENTER

We are very optimistic about the opportunity to build a new, modern regional animal shelter in the coming years that will serve the community and the animals under our care. The proposed site for the new shelter is located in the City of Tustin, at the former Marine Corps Air Station. We currently operate from a facility built in 1941, and in recent years, we have made significant improvements that make the shelter a great place to visit, redeem lost pets, and adopt new pets. In the current challenging economic environment, we have and will continue to explore new strategies to reduce the cost of the new shelter through innovative methods, including the use of Federal stimulus funds, raising money through non-profit groups, and conducting fundraising events.

The County has set aside approximately [REDACTED] to be used exclusively for development of the new animal care center.

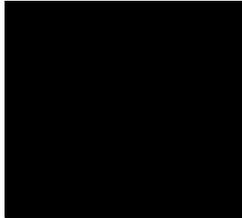
AGREEMENT FOR PROVISION OF OC ANIMAL CARE SERVICES

An agreement between the City of Costa Mesa and OC Animal Care will be based on a standard, County developed contract entitled "Agreement for Provision of OC Animal Care Services" ("Agreement"). A copy of this Agreement is enclosed for your review (please see Attachment F). This Agreement contains an evergreen provision which allows the County to submit to

the City an annual Notice of Intent listing the proposed services to be provided and an annual estimate of the Net Cost of those services for the upcoming fiscal year. The City may add or delete services using the Notice of Intent. Furthermore, either the City or County may terminate the Agreement without cause with six months written notice.

OC Animal Care maintains a pro-life, pro-adoption philosophy and we strive to provide every animal under our care a second chance through adoption by a loving, caring individual, family, or rescue organization.

We appreciate the opportunity to submit this information for Animal Control and Animal Care Shelter Services to the City of Costa Mesa. Should you have questions or require additional information, please contact [REDACTED] of OC Animal Care, at [REDACTED]



Director, OC Community Resources



REQUEST FOR PROPOSAL

Animal Control Services

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: COUNTY OF ORANGE

Contact Person for Agreement: [REDACTED]

Corporate Mailing Address: 1770 NORTH BROADWAY, 4TH FLOOR

City, State and Zip Code: SANTA ANA, CA 92706

E-Mail Address: [REDACTED]

Phone: [REDACTED] Fax: [REDACTED]

Contact Person for Proposals: [REDACTED]

Title: DIRECTOR E-Mail Address: SAME AS ABOVE

Business Telephone: SAME AS ABOVE Business Fax: SAME AS ABOVE

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION
 GOVERNMENT

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number:

City of Costa Mesa Business License Number:

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date:

CITY OF COSTA MESA

REQUEST FOR PROPOSAL

Animal Control Services and Animal Care Shelter Services

Table of Contents

Attachment A: Background and Project Summary – Scope of Work....	1 - 7
Attachment B: Methodology and Fee Estimates.....	8 - 21
Attachment C: Staffing, Qualifications and Related Experience.....	22 - 24
Attachment D: Financial Capacity and Insurance.....	25
Attachment E: Fee Proposal.....	26
Attachment F: Agreement for Provision of OC Animal Care Services..	27 - 41
Attachment G: Checklist of Forms.....	42 - 45

CITY OF COSTA MESA

REQUEST FOR PROPOSAL

BACKGROUND & PROJECT SUMMARY – SCOPE OF WORK

Animal Control Services and Animal Care Shelter Services

Attachment A

ANIMAL CONTROL SERVICES

OC Animal Care provides a full range of Animal Control Services, as detailed in the enclosed Agreement for Provision of OC Animal Care Services. These services include, but are not limited to:

- Emergency response service
- Patrolling
- Impounding of stray animals and owner released animals
- Animal cruelty investigations
- Animal bite investigations
- Citation issuance
- Field release to owner and impound fee collection for impounded animals
- Quarantine services including home checks of animals involved in bites
- Site inspections required to comply with vicious dog ordinances
- Emergency transportation of injured, impounded animals to a veterinarian
- Impounding of deceased animals for disposal
- Responses to requests for assistance from law enforcement and City officials regarding suspected criminal activities or zoning violations related to animals
- Advice to residents regarding wildlife management or other animal concerns (not to include wildlife eradication or relocation services)
- Injured wildlife pick-up
- Animal license issuance and renewal
- Fee collection and payment services
- Customer support regarding animal licensing
- Animal license billing and delinquent animal license follow-up
- Assistance to residents regarding potentially dangerous and/or vicious animals
- Impound data entry and impound animal photography

ANIMAL CARE SHELTER SERVICES

OC Animal Care provides a full range of Animal Care Shelter Services, as detailed in the enclosed Agreement for Provision of OC Animal Care Services. These services include, but are not limited to:

- Retention of impounded animals at the County of Orange Animal Care Shelter
- Public display of animals to allow owner identification
- Contact of owners when animals are wearing identification
- Adoption or release of impounded animals to residents
- Animal evaluation for adoption
- Reasonable effort toward animal placement
- Public education
- Volunteer services
- Rescue group coordination
- Euthanasia and disposal of animals that are neither redeemed nor adopted
- Veterinary services and spay/neuter surgeries consistent with standards established by the California Veterinary Medical Board
- Necropsies on animals that die under suspicious circumstances or at the request of law enforcement

ANIMAL CARE SPECIAL SERVICES

OC Animal Care offers Animal Care Special Services, including animal field canvassing to locate and license unlicensed animals and inspection of animal related businesses.

BARKING DOG COMPLAINT SERVICES

OC Animal Care offers Barking Dog Complaint services which includes receipt of barking dog complaints from residents, customer assistance regarding barking dog complaints, issuance of citations, and administrative hearings in response to complaints received regarding barking dogs within the City of Costa Mesa.

Animal Acceptance

Acceptance of Animals: OC Animal Care will accept all animals from the City of Costa Mesa, including live strays, deceased animals for disposal, and owner-releases for adoption or euthanasia.

Other Animals: OC Animal Care will accept all animals, including exotics, birds and livestock.

Provisions: All animals will receive appropriate housing, food, and medical treatment. In those cases where OC Animal Care accepts an animal that requires food or supplies not regularly stocked at the shelter, a reasonable effort will be made to obtain said food or supplies.

Drop-off Procedures: OC Animal Care accepts animals from residents between the hours of 7:00 AM and 10:30 PM.

Impoundment Procedures: All animals will be held a minimum of four (4) days, not including the day of impoundment. Animals bearing identification will be held a minimum of seven (7) days, not including the day of impoundment. These hold periods will not include days on which the

shelter is closed. Animals without identification will receive all necessary vaccinations, DHLPP and Bordetella for dogs (Corona vaccine is no longer used) and FVRCP for cats, before being housed with other shelter animals.

Owner Relinquished Pets: Animals relinquished by their owners must provide proof of animal ownership and proof of Costa Mesa residency. The animal owner shall be responsible for paying vaccination fees and a relinquishment fee.

Shelter Operations

Facility Requirements: The OC Animal Care shelter has 382 dog kennels that are heated and between 250 and 300 cat enclosures that utilize actual cat litter. The shelter is maintained and operated according to "Guidelines for Standards of Care in Animal Shelters," published by the Association of Shelter Veterinarians.

Animal Care: OC Animal Care provides exceptional veterinary care and treatment for all animals impounded. This is accomplished through a staff of three (3) full time veterinarians, five (5) registered veterinary technicians, and two (2) veterinary assistants. Our standard practice is to house each animal in its own kennel/enclosure. However, animals that are impounded together may be housed together in a single kennel/enclosure. OC Animal Care maintains a separate quarantine section where animals are held and evaluated for exposure to rabies or other contagious diseases.

Special Handling: Animals that are impounded under special circumstances, such as Police holds, quarantines, or protective custody shall be housed in a protective custody area not accessible by the public.

Adoption: Please see Adoption Protocol beginning on the following page.

Disposal of Unclaimed Animals: OC Animal Care utilizes humane methods to dispose of unclaimed animals. OC Animal Care does not allow un-adopted animals to be sold for purposes of medical research or for any activities for which they will be harmed. OC Animal Care staff work very hard to reunite all animals with their owners, utilizing current licensing records, contact information using owner-provided identification, and thorough scanning of implanted microchips.

Euthanasia: OC Animal Care complies with all State guidelines in the euthanasia and disposal of unclaimed animals.

Collection of Fees: OC Animal Care will collect fees from Costa Mesa residents for animal impounds, animal relinquishment, veterinary care, etc., based on a current fee schedule approved by the Orange County Board of Supervisors in May 2008. All revenue collected shall be retained and will offset the City's Actual Cost of Animal Control and Animal Care Shelter Services.

Record Keeping:

- A. OC Animal Care utilizes a Record Retention Schedule. Depending on the type of record, the current retention schedule requires that records be retained for the current year, plus a period of 2, 3, or 5 years.
- B. OC Animal Care uses the "Chameleon" software to track all animal related information. Chameleon information includes, but is not limited to, the following information:
- Description of animal (breed, color, size, sex, disposition)
 - Identity of person who brought the animal in, impound date, location where the animal came from
 - Animal owner information
 - Duration of stay
 - Date the animal was redeemed and who redeemed the animal
 - Date animal was adopted and who adopted the animal, including new owner name and address
 - Date animal was euthanized
 - Information regarding animal behavior and complaints
 - Medical treatment information
 - Information on all dangerous and potentially dangerous animals, including dog-bite incidents
 - All criminal citations issued and their final disposition
 - Fee collected

Emergency Veterinary Care:

OC Animal Care employs three (3) full time veterinarians capable of providing emergency veterinary treatment. Based on the current fee schedule, the cost of this treatment is [REDACTED] plus the cost of all necessary medication and supplies. For treatment of animals after normal business hours, OC Animal Care maintains relationships with several privately operated veterinary clinics. At this time, the maximum fee charged by these veterinarians for emergency medical care is [REDACTED] however an OC Animal Care supervisor may approve up to [REDACTED]

Supply Controlled Substance: OC Animal Care is licensed to dispense and supply its Animal Control Officers with the controlled substances necessary for performance of field captures and euthanasia.

Adoption Protocol

Adoption: OC Animal Care makes every reasonable effort to find homes for all animals which are impounded. We employ a full-time adoption partner coordinator who works closely with individuals and rescue groups to find foster partners and permanent homes for the animals under our care.

If no owner can be located during the holding period, OC Animal Care must determine whether an animal will be made available for adoption to the general public, made an Adoption Partner Candidate, or, if adoption is not feasible, prepared for euthanasia. OC Animal Care's Supervising Kennel Attendants are responsible for making these determinations based on

recorded memos about the animal, observations made by shelter staff, and personal interactions with the animals. While memos made by only one person do not result in the final determination of whether an animal is euthanized or placed for adoption, they do play a vital role in recording behavior over a period of time. If the note includes a history of bites or attacks on people or animals, adoption may not be considered. Supervising Kennel Attendants have a combined 50+ years of experience as well as training from the Humane Society of the United States (HSUS) in behavioral assessments. In addition, they are Certified Euthanasia Technicians, have attended Meet Your Match seminars, and attend yearly conferences conducted by both HSUS and the American Humane Association. They are very dedicated to the animals and do not take the decision to euthanize lightly.

An animal that does not pass the evaluation to be placed up for adoption to the general public may be made an Adoption Partner Candidate (APC). These animals typically have more serious medical and/or behavioral issues that require extensive knowledge of animal behavior or the financial resources to provide medical treatment with long-term rehabilitation. These APC animals are available for adoption by registered 501(c)(3) non-profit groups only. OC Animal Care sends email notifications to these groups several times a week to alert them of the APC animals that are available at the shelter.

OC Animal Care does not have a policy that dictates the length of time an animal is held at the shelter past the required legal holding period. In general, we provide as much time as possible for adoptable animals to have the opportunity to be adopted by the public. Additionally, OC Animal Care may add time for staff to work with fear biting dogs, extremely frightened animals, less socialized animals, and animals with minor medical conditions. Lastly, staff has developed a pilot program to help animals with medical conditions. Through this program, these animals are provided surgery, a foster home for rehabilitation, and an opportunity to be adopted.

OC Animal Care promotes all animals using our website, www.ocpetinfo.com, through weekly advertisements in local newspapers, and with "Pet of the Week" features on both private and municipal websites. We also do monthly appearances on local PBS news broadcasts.

We maintain a pro-life, pro-adoption philosophy and we work to provide a "second chance" for every animal under our care through adoption by a loving, caring individual, family, or rescue organization.

Examination/Vaccinations: All animal adoptions shall include, prior to adoption:

- 1 set of basic health vaccinations (intranasal DHLPP/Bordetella for dogs). The Corona vaccination is no longer utilized.
- 1 FVRCP and 1st FeLV/FIV vaccine for cats
- Rabies vaccinations
- De-wormer and flea treatments
- Examination at the time of intake
- Spaying or Neutering, with a certificate of sterility
- Puppies and kittens receive 2 intranasal DHLPP/Bordetella (Corona vaccination is no longer used) and 2 FVRCP and 2 FeLV/FIV tests, respectively

Spaying/Neutering: All adoptable animals are spayed/neutered prior to being adopted. OC Animal Care does not spay/neuter animals based on the time the animal is declared adoptable, but does spay/neuter all animals prior to adoption.

FelV Testing for Cats: All adoptable cats are tested for Feline Leukemia Virus (FeLV) prior to being adopted.

Micro chipping: All adoptable cats and dogs are outfitted with a microchip for identification prior to being adopted.

Administrative Protocol, Address, Hours of Operation and Observed Holidays

**OC Animal Care
561 The City Drive South
Orange, CA 92868
Main Line: 714-935-6848**

Inspection Hours: OC Animal Care is open to the public during the following hours:

- Monday, Tuesday, Thursday, Friday, Saturday & Sunday: 10:00 AM to 5:00 PM
- Wednesday: 10:00 AM to 7:00 PM

As indicated in the Agreement for Provision of OC Animal Care Services, the County may adjust the hours of operation upon ninety (90) calendar days prior notification to City.

OC Animal Care animal control officers are on duty 24 hours a day, 7 days a week, including holidays.

Holidays: OC Animal Care observes and will be closed to the public on the following holidays:

<u>Holiday</u>	<u>Holiday Description</u>
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
The Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 th
New Year's Day	January 1 st
Martin Luther King, Jr. Day	3 rd Monday in January
Lincoln's Birthday	February 12 th
President's Day	3 rd Monday in February

While OC Animal Care is closed to the public on these holidays, our Animal Control Officers are still patrolling in the field and impounding animals.

Standards of Practice: OC Animal Care complies with the following standards of practice:

- Employs licensed veterinary technicians.
- Animal kennels are fully cleaned in the morning and at intervals throughout the day, as needed. Animal kennels are also cleaned and sanitized before a new animal is housed.

- OC Animal Care and its veterinarians are licensed by the California Department of Consumer Affairs State Board of Veterinary Medicine (under the California Veterinary Practice Act).
- OC Animal Care and the standard of veterinary medical care practiced are in full compliance with the California Veterinary Practice Act.
- OC Animal Care is open to the public 51 hours per week.

Shelter Coordinator: While OC Animal Care does not specifically employ a Shelter Coordinator, we do have several highly trained staff that can work with and provide information to the City of Costa Mesa when requested. A list of these individuals may be found on Attachment C "Staffing – Qualifications & Related Experience. Collectively, the duties and responsibilities of these staff members include, but are not limited to:

- Reviewing shelter practices and procedures to ensure efficient and economical use of resources
- Oversight of employees responsible for cleaning and disinfecting shelter areas and kennels
- Maintaining records on animals held at OC Animal Care
- Animal behavior evaluation
- Posting profiles of animals available for adoption on our website www.ocpetinfo.com
- Contacting local rescue groups for placement of animals
- Assisting with various adoption/fundraising events
- Working with and providing excellent customer service to the general public

CITY OF COSTA MESA

REQUEST FOR PROPOSAL

METHODOLOGY AND FEE ESTIMATES

Animal Control Services and Animal Care Shelter Services

Attachment B

Calculation of Estimated Costs for fiscal 2011-12

PLEASE NOTE THAT THE FOLLOWING COSTS ARE ESTIMATES ONLY, AND ARE BASED ON A NUMBER OF ASSUMPTIONS, WHICH ARE LISTED AND DISCUSSED.

ANIMAL CONTROL SERVICES

The estimated Net Cost (Actual Cost reduced by Fee Revenue) of Animal Control Services to the City of Costa Mesa for the fiscal year beginning July 1, 2011 through June 30, 2012:

The above estimate is comprised of the following:

Actual Cost of Animal Control Services (Field Services & Special Services (animal licensing):

Less: Animal Quarantine Revenue – Estimate of revenue Collected from Costa Mesa residents for animal quarantine Services:

Less: Impound Revenue – Estimate of impound revenue collected from Costa Mesa residents. The estimate is based on 300 animal impounds from which the owners can be billed a [redacted] impound fee:

Less: Barking Dog Revenue – Collected from Costa Mesa residents who receive citations for violation of barking dog ordinances. Participation in OC Animal Care's Barking Dog Program by the City of Costa Mesa assumes that the City adopts the County's Barking Dog ordinance.

Less: Dog License Revenue – A portion of annual dog and puppy licenses, late payment penalties and non-compliance fees collected from Costa Mesa residents will reduce Animal Control Services Actual Costs:

Less: Business Revenue – Collected from animal related businesses



in the City of Costa Mesa. OC Animal Care maintains a department dedicated to billing and collecting permit fees from animal businesses. The estimate is in the range of revenue collected from other contract cities of similar size to Costa Mesa.



NET COST OF ANIMAL CONTROL SERVICES:

The amounts above are based on the following assumptions:

The Actual Cost of Animal Control Services is based on three primary activities:

1. Field Activities – consisting of activities performed by animal control officers for such services as stray and deceased animal pickup, animal investigations, vicious dog investigations, etc.
2. Barking Dog Complaints – OC Animal Care maintains a dedicated Barking Dog complaints department which receives complaints about barking dogs in all contract cities. This department works to resolve complaints from residents through a hearing process. Individuals found to be in violation of the barking dog ordinance are assessed a fine. This revenue is used to offset the cost of the program to the contract cities.
3. Issuance/Renewal of Dog Licenses – OC Animal Care maintains a customer service department which handles all dog licensing activities, including issuing reminder letters and invoices, and collecting the applicable fees via our website, over the telephone, or in person. We also maintain a ten-person canvassing unit that work to identify and license all unlicensed dogs residing in our contract cities.

The Actual Cost of Animal Control Services for the Fiscal Year July 1, 2011 through June 30, 2012 is calculated based on the following assumptions:

Costa Mesa Field Activities: 4,500

OC Animal Care animal control officers would complete a total of 4,500 field activities during the fiscal year. This figure is an estimate based on the number of field activities performed in similar sized contract cities, as well as the number of service calls performed by Costa Mesa Animal Control in calendar years 2009 and 2010. While the 4,500 is higher than the activities completed by Costa Mesa Animal Control in 2009 and 2010, we believe the 4,500 figure is a reasonable estimate given OC Animal Care's 24/7 operation.

Costa Mesa Barking Dog Investigations: 200

OC Animal Care would process 200 barking dog complaints on behalf of Costa Mesa residents during the fiscal year. This figure is an estimate based on the number of investigations performed in similar sized contract cities.

The combined [REDACTED] Field Activities and Barking Dog investigations equates to [REDACTED] of the total estimated number of Field Activities and Barking Dog investigations to be

performed by OC Animal Care for all contract cities in fiscal 2011-12. Therefore, the City of Costa Mesa would be allocated 6.44% of the total cost of these services. The estimated gross cost is calculated as follows:

Field Activities: [REDACTED]
Barking Dog Investigations: [REDACTED]
Total for Costa Mesa [REDACTED]

Total Estimated Field Activities and Barking Dog investigations for all contract cities in 2011-12: 73,011 (Includes 4,700 estimate for Costa Mesa)

Costa Mesa Allocation: [REDACTED]

Estimated Cost of Field Activities and Barking Dog Investigations for 2011-12 for all contract cities (Estimate based on 2011-12 budget): [REDACTED]

Costa Mesa Allocation %: [REDACTED]
Actual Cost to Costa Mesa [REDACTED]

Estimated Animal Licenses Issued/Renewed to Costa Mesa residents: 8,500

OC Animal Care would issue or renew 8,500 dog licenses to Costa Mesa residents during the fiscal 2011-12. This figure is an estimate based on Costa Mesa's population size.

Estimated Animal Licenses Issued/Renewed to residents of all contract cities: 182,070

This is an estimate of the total number of animal licenses issued/renewed to all residents of contract cities in fiscal 2011-12 (includes 8,500 estimate for Costa Mesa).

The number of animal licenses issued to Costa Mesa residents as a percentage of the total number of licenses issued equals 4.67% (8,500 / 182,070).

The City of Costa Mesa would be allocated 4.67% of the total cost of animal licensing, for a total of [REDACTED] calculated as follows:

Estimated Cost of Animal Licensing for 2011-12 for all contract cities: [REDACTED]
(Based on 2011-12 budget):

Costa Mesa Allocation %: [REDACTED]
Actual Cost to Costa Mesa [REDACTED]

The total Actual Cost of Animal Control Services, consisting of Field Activities, Barking Dog Investigations and Animal Licensing is calculated at:

Field Activities & Barking Dog Investigations: [REDACTED]
Animal Licensing: [REDACTED]
ESTIMATED ACTUAL ANIMAL CONTROL SERVICES COST:

The Actual Cost of Animal Control Services is reduced by revenues collected from Costa Mesa residents based on a listing of fees for services which was approved by the Orange County Board of Supervisors in May 2008. These revenue estimates include:

Quarantine Revenue – estimated at [REDACTED]

Impound Revenue – estimated at [REDACTED] (based on 300 animal impounds @ [REDACTED] per impound billed and collected from the animal owner.)

Barking Dog Revenue – estimated at [REDACTED]

Dog License Revenue – estimated at [REDACTED] (based on 8,500 dog licenses issued/renewed, of which approximately 80% would pay [REDACTED] for an altered dog license; and [REDACTED] would pay [REDACTED] for an unaltered license.

Business Revenue – [REDACTED]

Total Estimated Revenue: [REDACTED]

NET COST OF ANIMAL CONTROL SERVICES: [REDACTED]

The total estimated Actual Cost of Animal Control Services of [REDACTED] would be reduced by estimated revenue of [REDACTED] resulting in a Net Cost of Animal Control Services to the City of Costa Mesa of [REDACTED]

ANIMAL CARE SHELTER SERVICES

The estimated Net Cost (Actual Cost reduced by Fee Revenue) of Animal Care Shelter Services to the City of Costa Mesa for the fiscal year beginning July 1, 2011 through June 30, 2012:

The above estimate is comprised of the following:

Estimated Actual Cost of Animal Care Shelter Services:

Less: Kennel Revenue - Collected from Costa Mesa residents for services such as Daily Feed and Care, Veterinary Services, Vaccinations, Micro-chipping, etc.

Less: Dog License Revenue – A portion of annual dog and puppy licenses, late payment penalties and non-compliance fees collected from Costa Mesa residents will reduce the Actual Cost of Animal Care Shelter Services (the remaining portion of these fees are allocated to reduce Animal Control Services costs:

Less: Relinquishment and Veterinary Services Revenue – Collected from Costa Mesa residents for services rendered on animals that are redeemed, surrendered and adopted:

NET COST OF ANIMAL CARE SHELTER SERVICES:

The amounts above are based on the following assumptions:

- (i) **Animals Impounded** – Assumes 1,272 animals impounded for the year (approximately 108 per month) that require board and care. This figure is an average based on the animal impound data for 2009 (1,102 impounds) and 2010 (1,442) (based on information provided by Costa Mesa Animal Control).
- (ii) **Animal Charge Days** – The Actual Cost of Animal Care Shelter Services is based on the number of animals receiving daily feed and care, multiplied by the number of days each animal resides at OC Animal Care, until the animal is adopted, redeemed by owner, or euthanized. Based on the number of Animal Charge Days in contract cities with similar sized populations to Costa Mesa, we estimate the number of Animal Charge Days at 8,000.

8,000 Costa Mesa Animal Charge Days DIVIDED BY an estimated 143,873 Total Animal Charge Days for all cities contracting with OC Animal Care and County (based on the most recent full year statistics)

$$\frac{8,000 \text{ Animal Charge Days for Costa Mesa}}{143,873 \text{ Total Animal Charge Days}} = 5.56\%$$

- (iii) **Actual Cost of Animal Care Shelter Services:** The Actual Cost of [REDACTED] to the City of Costa Mesa is calculated as follows:

Estimated Animal Charge Days for Costa Mesa as a percentage of the total Animal Charge Days for all contract cities: [REDACTED]

Total 2011-12 Estimated Cost of Animal Care Shelter Services for all contract cities: [REDACTED]

Estimated Actual Cost of Animal Shelter Services for Costa Mesa: [REDACTED]

- (iv) Estimate for revenue billed to and collected from Costa Mesa residents for Daily Feed and Care, Animal Adoptions, Animal Impound Fines, Micro-chipping, etc. (Kennel Revenue): [REDACTED]

- (v) Dog License Revenue: [REDACTED]

All license revenue generated from the sale of dog and puppy licenses to Costa Mesa residents will be used to offset the Actual Cost of Animal Care Shelter Services to the City of Costa Mesa. This revenue estimate is based on the amount of revenue OC Animal Care believes can be billed to and collected from Costa Mesa residents. This estimate is similar to what OC Animal Care collects from similar sized contract cities. Please note that approximately 5% of all of dog and puppy license fees are applied to reduce Animal Shelter costs. The remaining 95% is applied to reduce Animal Control costs.

- (vi) Relinquishment and Veterinary Services Revenue: [REDACTED]

This is an estimate of the amount of revenue OC Animal Care would collect from residents for owner surrender and services provided by veterinarians. This estimate is similar to what OC Animal Care collects from similar sized contract cities.

Total Estimated Revenue: [REDACTED]

NET COST OF ANIMAL CARE SHELTER SERVICES: [REDACTED]

The total estimated Actual Cost of Animal Care Shelter Services of [REDACTED] would be reduced by estimated revenue of [REDACTED] resulting in a Net Cost of Animal Care Shelter Services to the City of Costa Mesa of [REDACTED]

The Net Cost of Animal Care Shelter Services to the City of Costa Mesa will depend on:

- The number of animals impounded and delivered to OC Animal Care AND the number of days these animals receive board and care.
- The total cost of providing Animal Care Shelter Services.
- The amount of revenue collected from residents of the City of Costa Mesa based on the current Fee Schedule, for such services as animal licensing, daily feed and care, impound fees, etc.

The following pages provide current fees charged by OC Animal Care to residents of contract cities.

1. Boarding Fee (Daily Feed and Care)

Per the attached Fee Schedule, residents are currently charged the following daily rates for Feed and Care based on animal type/size:

Large Animals (example would be livestock, such as horses, cows):

Medium Animals (example would be goats, pigs):

Dog or Cat:

PLEASE NOTE THAT THE ABOVE FEES FOR DAILY FEED AND CARE ARE SUBJECT TO ADJUSTMENT BASED ON A FEE STUDY WHICH IS CURRENTLY UNDERWAY.

2. Spay and Neutering Fee

Per the attached Fee Schedule, residents are currently charged [REDACTED] to spay/neuter a dog, and [REDACTED] to spay/neuter a cat.

PLEASE NOTE THAT THE SPAY/NEUTER FEE IS SUBJECT TO ADJUSTMENT BASED ON A FEE STUDY WHICH IS CURRENTLY UNDERWAY.

3. Emergency Medical Treatment Fee

OC Animal Care utilizes a number of veterinary medical practices to provide emergency veterinary treatment. At this time, the maximum fee for emergency medical treatment from a non-County veterinarian is [REDACTED]. In most cases, emergency medical treatment is performed after normal business hours when staff veterinarians are not available. Costs to be charged by the veterinarian which exceed \$75.00 must be approved by OC Animal Care.

4. Non-emergency Medical Treatment Fee

Per the attached Fee Schedule, residents are charged an hourly rate of [REDACTED] for services performed by County veterinary staff.

PLEASE NOTE THAT THE NON-EMERGENCY MEDICAL TREATMENT FEE IS SUBJECT TO ADJUSTMENT BASED ON A FEE STUDY WHICH IS CURRENTLY UNDERWAY.

5. Quarantine Fee

For animals brought to OC Animal Care, the daily quarantine fee would total [REDACTED] per day. Animals which are quarantined at the owner's residence are charged a one-time quarantine fee of [REDACTED].

PLEASE NOTE THAT THE QUARANTINE FEE IS SUBJECT TO ADJUSTMENT BASED ON A FEE STUDY WHICH IS CURRENTLY UNDERWAY.

6. Adoption Fee

The adoption fee for the following types of animals, based on the current Fee Schedule, is presented as follows:

Basic Cat Adoption Fees

Cat adoption fee:
Alteration Surgery:
Microchip:
FELV/FIV:
FVRCP:
C Rabies:
Drontal:
Advantage:
Carrier +7.75% Tax:
TOTAL



Basic Dog Adoption Fees

Adoption Fee:
Alteration Surgery:
Microchip:
DHLPP-BORD:
D Rabies:
Drontal:
Advantage:
License:
Leash+ 7.75% Tax:
TOTAL



Kitten Adoption Fees (Less than 3 mo.)

Adoption Fee:
Alteration Surgery:
Microchip:
FELV/FIV:
FVRCP:
Drontal:
Advantage:
Carrier + 7.75% Tax:
TOTAL



Puppy Adoption Fees (less than 4 mo.)

Adoption Fee:
Alteration Surgery:
Microchip:
DHLPP-BORD:
Drontal:
Advantage:
License:
Leash + 7.75% Tax:
TOTAL



The adoption fee is waived for senior citizens who adopt a cat older than five (5) years.

For dogs held at the shelter between 6 and 30 days, the adoption fee is [REDACTED]

For dogs held at the shelter greater than 31 days, the adoption fee is waived.

The adoption fee for dogs older than five (5) years adopted by a senior citizen is waived.

A complete list of all fees currently charged by OC Animal Care is included with this attachment. As stated previously, all fees are subject to change based on the results of a fee study which is currently underway.



(EFFECTIVE 8/1/2008 UNLESS OTHERWISE NOTED)

LICENSES AND PERMITS

DOG LICENSE (Fees Effective 9/1/2008)

12 month, non-neutered.....
12 month, neutered.....
12 month, neutered/senior citizen discount.....
Puppy, 12 month license for dogs 6 months or younger.....
Late fee.....
Assistance dog license.....

CAT LICENSE

12 month, non-neutered.....
12 month, neutered.....

OTHER

Non-compliance.....
Reissue of lost dog or cat license tag.....
Transfer of dog or cat license.....

License for privately owned wild exotic,
dangerous or non-domestic animal,
per species or aviary, each.....

Vicious or Potentially Dangerous dog
Permit fee, each (renewed annually)
*New for 08-09.....

BUSINESS LICENSE (per year)

Animal Permit.....
Application fee (non re-fundable portion).....

Late fee: Permits not renewed within 30 days after
expiration of previous license.....

Animal Business re-inspection fee.....



Fees per year

Kennel:

- 4 - 9 animals.....
- 10 - 29 animals.....
- 30 - 59 animals.....
- 60 or more animals.....

Pet Shop:

- Aquarium only pet shop.....
- Pet shop.....

Grooming Parlor.....

Animal Rental.....

Permanent Animal Exhibition.....

Temporary Animal Exhibition:

- First day.....
- Additional day.....
- Not to exceed per year.....

Commercial Stable:

- 1 - 19 horses.....
- 20 - 49 horses.....
- 50 - 99 horses.....
- 100 or more horses.....

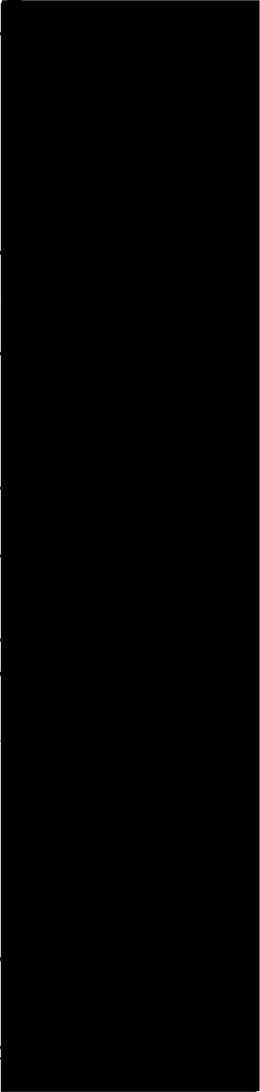
Exotic.....

Aviary.....

Circus, per staff hour

- Business Licensing staff.....
- Veterinary staff.....

Rodeo, per staff hour.....



KENNEL AND IMPOUND FEES

IMPOUND FEES:

Large animal (horse, cow, etc).....
Medium animal (pig, sheep, etc.).....
Dog, cat or other small animal



NOTE: Charges for animals impounded more than once within a 12 month period will be 150% of the prior charge.

Impound fines for non-sterilized animals:

First occurrence.....
Second occurrence.....
Third or subsequent occurrence.....



Relinquishment fee at shelter:

Each adult animal.....
Each litter, including the adult female, if present.....



Daily Feed and Care:

Large animals.....
Medium animals.....
Dog or Cat.....
All other animals.....



Veterinary Services:

For services performed by
County staff per hour.....
Other procedures.....
Owner Requested Euthanasia.....



Grooming (when performed by a paid ACS staff member):

Minor.....
Major.....



Bath (when performed by a paid ACS staff member):

Small.....
Medium.....
Large.....



DISPOSAL OPTIONS:

Deceased Animal Disposal Fee (at Shelter).....
 Rendering.....
 Cremation/Cat
 Communal.....
 Private.....
 Cremation/Dog
 Communal
 Up to 25 pounds.....
 26 - 65 pounds.....
 66 - 99 pounds.....
 100 pounds of more.....
 Private
 Up to 25 pounds.....
 26 - 65 pounds.....
 66 - 99 pounds.....
 100 pounds of more.....
 Plus per pound for every pound over
 100 pounds

PLACEMENT FEES:

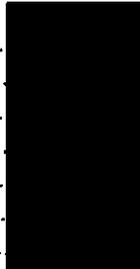
Dog:
 Days 1 - 5 after being made available.....
 Days 6 - 30 after being made available.....
 Days 31 and greater after being made available.....
 Cat.....
 Exotic animals, including birds and reptiles.....
 Other animal subject to placement, except livestock.....
 Livestock.....
 Senior Animal for Senior Citizen/Dog*
 Days 1 - 30 after being made available.....
 Days 31 and greater after being made available.....

Senior Animal for Senior Citizen/Cat*.....
 *A senior animal is age 5 years or older
 *A senior citizen is age 65 years or older

NOTE: The above placement fees shall be free for 501 (c) 3 non-profit rescues and other animal shelters.

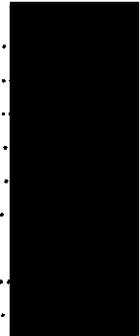
VACCINATIONS:

Rabies Vaccination.....
Bordetella.....
DHLPP.....
DHLPP-BORD.....
Ferac-D.....
FVRCP.....
Drontal.....



MISCELLANEOUS FEES:

Microchip implant and registration fee.....
Microchip - Home Again registration only fee.....
Microchip - Avid re-registration only fee.....
Canine/Feline spay/neuter deposit.....
Canine spay/neuter fee.....
Feline, rabbit spay/neuter fee.....
Taxable sales:
 Animal leash fee.....
 Cat carrier fee.....



FIELD RELATED FEES

Quarantine fee.....
Animal delivery fee.....
Vicious or potentially dangerous dog fee.....
Vicious or potentially dangerous dog Non-compliance fee...
Owner requested animal disposal from field:
 Large animal (horse, cow, etc).....
 Medium animal (pig, sheep, etc.).....
 Dog, cat or other small animal



CITY OF COSTA MESA

REQUEST FOR PROPOSAL

STAFFING, QUALIFICATIONS AND RELATED EXPERIENCE

Animal Control Services and Animal Care Shelter Services

Attachment C

QUALIFICATIONS

OC Animal Care is a division of OC Community Resources, which is a department of the County of Orange, a political subdivision of the State of California. OC Animal Care has been providing animal care services since 1941, and has current contractual relationships with seventeen (17) Orange County cities (please see last page of this Attachment for a list of current contract cities). OC Animal Care provides high quality Animal Control and Animal Care Shelter services 24 hours a day, seven day a week. Recent studies by UC Davis and the City of Lake Forest have shown that our services meet and exceed most industry standards.

STAFFING - OC ANIMAL CARE SERVICES KEY PERSONNEL

The following personnel may be contacted with questions or concerns regarding all aspects of services provided by OC Animal Care to the City of Costa Mesa.

██████████ Director, OC Animal Care ██████████

Hours: Monday – Friday, 8:00 AM to 5:00 PM

Years of Service at OC Animal Care – 10

September 2001 – February 2003: Animal Control Officer

February 2003 – February 2005: Promotion to Public Education Officer

February 2005 – January 2009: Promotion to Program Supervisor and Public Information Officer

January 2009: Promotion to Administrative Manager in charge of Community Outreach

May 2009: Promotion to Interim Director, OC Animal Care

May 2010: Promotion to Director, OC Animal Care

Responsibilities: Manage the day-to-day operations of OC Animal Care through a staff of four direct reports. Day to day operations include: Field Services, Shelter Operations, Community Outreach, and Customer Services. Regularly communicates with key stakeholders, State and Federal representatives, elected officials, government officials, citizens, and the Board of Supervisors and represents the agency at public meetings.

Administrative Manager, OC Animal Care

Hours: Monday – Thursday, 7:00 AM to 5:00 PM

Years of Experience with OC Animal Care or in any animal profession – 7

December 2006 – Present: Administrative Manager

Responsibilities: Departmental Safety Representative, Emergency Preparedness, Training and supervision of the Rabies Control Desk and Community Outreach Team, Facilities Manager, Purchasing.

Administrative Manager, OC Animal Care

Hours: Monday - Friday, 7:00 AM to 3:00 PM

Years of Service at OC Animal Care – 11

February 1999 – February 2002: Animal Control Officer

February 2002: Promotion to Lieutenant

November 2005: Promotion to Chief of Field Services

April 2008: Promotion to Administrative Manager in charge of Field Services

Responsibilities: Manage the Field Operations section of OC Animal Care through a staff of two direct reports, including the Chief of Field Operations and one staff specialist in charge of Business Licensing. Field Services includes Animal Control Services (patrols, animal pick up, cruelty and dangerous/vicious dog investigations), Dispatch Services, Barking Dog Program & Operations Desk, Direct oversight of the Business Licensing section and its programs, including inspections and/or licensing of Animal Permits, Rodeos, Pet Shops, Grooming Parlors, Circuses, Kennels, Stables, Exotic Animals, Zoos, Animal Exhibitions, and other animal facilities.

Administrative Manager, OC Animal Care

Hours: Tuesday – Friday, 7:00 AM to 5:00 PM

Years of Service at OC Animal Care – 23

March 1987 – July 1989: Registered Veterinary Technician

July 1989: Promotion to Animal Control Officer

September 1990: Promotion to Sergeant

October 1996: Promotion to Lieutenant

January 2001: Promotion to Chief of Field Operations

April 2008: Promotion to Administrative Manager in charge of Administrative Services

Responsibilities: Manage day to day shelter operations through a staff of six direct reports, including three section chiefs and three staff veterinarians. Shelter operations include: kennels, veterinary services and surgery clinics; customer services, including the call center and animal licensing units, canvassing unit, and administrative services, including quality control, custodian of records, and accounting services.

CITY OF COSTA MESA

REQUEST FOR PROPOSAL

FINANCIAL CAPACITY AND INSURANCE

Animal Control Services and Animal Care Shelter Services

Attachment D

OC Animal Care is a division of OC Community Resources, which is a department of the County of Orange, a political subdivision of the State of California. OC Animal Care has been providing animal care services since 1941, and has current contractual relationships with seventeen (17) Orange County cities.

FINANCIAL CAPACITY

As provided for in the Agreement for Provision of OC Animal Care Services ("Agreement"), Section VII Termination, any obligation of the County under the Agreement to perform services is contingent upon sufficient funding for the services. The funding must be included in applicable budgets approved by the Board of Supervisors. In the event such funding is subsequently reduced or terminated, the County may terminate the Agreement upon thirty (30) calendar days written notice to City.

For the fiscal year 2011-12, the Board of Supervisors has approved a budget for OC Animal Care totaling [REDACTED]

INSURANCE

The County is self-insured as explained in subsection II(e) "Indemnification and Insurance" of the Agreement for Provision of OC Animal Care Services, which reads as follows:

"Without limiting the County's indemnification, County warrants that it is self-insured or shall maintain in force at all times during the term of the Agreement, the policy or policies of insurance covering its operations, placed with reputable insurance companies. Upon request by City, County shall provide evidence of such insurance."

CITY OF COSTA MESA

REQUEST FOR PROPOSAL

FEE PROPOSAL (Appendix D)

Animal Control Services and Animal Care Shelter Services

Attachment E

Based on the County's operating methodology, we are not able to complete Appendix D "Pricing Proposal". This is due to the fact that the County calculates and bills all contract cities based on actual costs incurred, which in turn is dependent on both costs and revenues collected from City residents. These costs are directly related to the number of Animal Control and Animal Shelter Services provided to the City by the County.

An estimate of Animal Control Services and Animal Care Shelter Services costs can be found in the Cover Letter and also under Attachment B, "Methodology and Fee Estimates."

CITY OF COSTA MESA

REQUEST FOR PROPOSAL

**AGREEMENT FOR PROVISION OF OC ANIMAL CARE SERVICES
(SAMPLE AGREEMENT)**

Animal Control and Animal Care Shelter Services

Attachment F

Please see attached draft agreement.

1 AGREEMENT FOR PROVISION OF
2 OC ANIMAL CARE SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 CITY OF «COMPANY»
7 «START_DATE» THROUGH «END_DATE»
8

9 THIS AGREEMENT entered into this «START_DAY» day of «START_MONTH»
10 «START_YEAR», which date is enumerated for purposes of reference only, is by and between the
11 COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY) and the CITY OF
12 «COMPANY»«MUNI_CORP» (CITY). This Agreement shall be administered by County of Orange
13 OC Community Resources (ADMINISTRATOR).
14

15 WITNESSETH:
16

17 WHEREAS, CITY wishes to contract with COUNTY for the provision of the OC Animal Care
18 Services described herein; and

19 WHEREAS, COUNTY is willing and able to provide such services on the terms and conditions
20 hereinafter set forth:

21 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

22 //

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CONTENTS

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2
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4
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8
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37

PARAGRAPH

PAGE

Title Page	1
Contents	2
Referenced Contract Provisions	3
I. Alteration of Terms	4
II. Indemnification and Insurance	4
III. Notices	5
IV. Severability	5
V. Status of the Parties	5
VI. Term.....	6
VII. Termination	6
VIII. Third Party Beneficiary	6
IX. Waiver of Default or Breach	6
Signature Page	7

EXHIBIT A

I. Definitions	1
II. Services to be Provided by County	1
III. Payments.....	4
IV. Financial/Operational Advisory Board	4
V. Laws and Regulations	5
VI. Reports	6
VII. Records	6

EXHIBIT B

Animal Care Notice of Intent	1 Page
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REFERENCED CONTRACT PROVISIONS

1
2
3
4
5
6
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Term: «START_DATE» through «END_DATE»

Notices to COUNTY and CITY:

COUNTY: County of Orange
OC Community Resources
Director's Office
1770 North Broadway
Santa Ana, CA 92706-2642

and

County of Orange
OC Community Resources
OC Animal Care Director
561 The City Drive South
Orange, CA 92868

CITY: «CONTACT»
«JOB_TITLE»
City of «COMPANY2»
«ADDRESS1»
«CITY_STATE_ZIP»

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1 **I. ALTERATION OF TERMS**

2 This Agreement, together with Exhibit A and B, attached hereto and incorporated herein by
3 reference, fully expresses all understanding of COUNTY and CITY with respect to the subject matter of
4 this Agreement, and shall constitute the total Agreement between the parties for these purposes. No
5 addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless
6 made in writing and formally approved and executed by both COUNTY and CITY.
7

8 **II. INDEMNIFICATION AND INSURANCE**

9 A. CITY agrees to indemnify, defend and hold COUNTY, its elected and appointed officials,
10 officers, employees, agents and those special districts and agencies for which COUNTY's Board of
11 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims,
12 demands, including defense costs, or liability of any kind or nature, including but not limited to personal
13 injury or property damage, arising from or related to the services, products or other performance
14 provided by CITY pursuant to this Agreement. If judgment is entered against CITY and COUNTY by a
15 court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY
16 INDEMNITEES, CITY and COUNTY agree that liability will be apportioned as determined by the
17 court. Neither party shall request a jury apportionment.

18 B. COUNTY agrees to indemnify, defend and hold CITY, its elected and appointed officers,
19 employees, agents, directors, members, shareholders and/or affiliates harmless from any claims,
20 demands, including defense costs, or liability of any kind or nature, including but not limited to,
21 personal injury or property damage, arising from or related to the services, products or other
22 performance provided by COUNTY pursuant to this Agreement. If judgment is entered against
23 COUNTY and CITY by a court of competent jurisdiction because of the concurrent active negligence of
24 CITY, COUNTY and CITY agree that liability will be apportioned as determined by the court. Neither
25 party shall request a jury apportionment.

26 C. Each party agrees to provide the indemnifying party with written notification of any claim
27 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
28 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
29 each party shall cooperate with the indemnifying party in its defense.

30 D. Without limiting CITY's indemnification, CITY warrants that it is self-insured or shall maintain
31 in force at all times during the term of this Agreement, the policy or policies of insurance covering its
32 operations, placed with reputable insurance companies. Upon request by ADMINISTRATOR, CITY
33 shall provide evidence of such insurance.

34 E. Without limiting COUNTY's indemnification, COUNTY warrants that it is self-insured or shall
35 maintain in force at all times during the term of this Agreement, the policy or policies of insurance
36 covering its operations, placed with reputable insurance companies. Upon request by CITY, COUNTY
37 shall provide evidence of such insurance.

1 **III. NOTICES**

2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
3 authorized or required by this Agreement shall be effective:

4 1. When written and deposited in the United States mail, first class postage prepaid and
5 addressed as specified on Page 3 of this Agreement or otherwise directed by ADMINISTRATOR or
6 CITY;

7 2. When FAXed, transmission confirmed;

8 3. When sent by electronic mail; or

9 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
10 Service, or other expedited delivery service.

11 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
12 otherwise directed by ADMINISTRATOR or CITY and shall be effective when FAXed, transmission
13 confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
14 Service, or other expedited delivery service.

15 C. Each party shall notify the other party, in writing, within twenty-four (24) hours of becoming
16 aware of any occurrence of a serious nature, which may expose either party to liability. Such
17 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
18 damage to any COUNTY property in possession of CITY.

19 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
20 ADMINISTRATOR.

21
22 **IV. SEVERABILITY**

23 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
24 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
25 federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
26 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
27 in full force and effect, and to that extent the provisions of this Agreement are severable.

28
29 **V. STATUS OF THE PARTIES**

30 Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly
31 responsible for the manner in which it performs the services required of it by the terms of this
32 Agreement. Each party is entirely responsible for compensating staff and consultants employed by that
33 party. This Agreement shall not be construed as creating the relationship of employer and employee, or
34 principal and agent, between COUNTY and CITY or any of either party's employees, agents,
35 consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its
36 employees, agents, consultants, or subcontractors as they relate to the services to be provided during the
37 course and scope of their employment. Each party, its agents, employees, or subcontractors, shall not be

1 entitled to any rights or privileges of the other party's employees and shall not be considered in any
2 manner to be employees of the other party.

3
4 **VI. TERM**

5 A. The term of this Agreement shall commence as specified on Page 3 of this Agreement.

6 B. The term of this Agreement shall be automatically renewed each July for twelve (12) additional
7 months, provided no notice of termination has been given by either CITY or COUNTY in accordance
8 with the Termination paragraph of this Agreement.

9
10 **VII. TERMINATION**

11 A. Either party may terminate this Agreement, without cause, upon six (6) months written notice
12 given to other party.

13 B. Both parties shall be obligated to perform such duties as would normally extend beyond this
14 term, including but not limited to, obligations with respect to confidentiality, indemnification, audits,
15 reporting and accounting.

16 C. Any obligation of COUNTY under this Agreement is contingent upon the inclusion of sufficient
17 funding for the services hereunder in the applicable budgets approved by the Board of Supervisors. In
18 the event such funding is subsequently reduced or terminated, COUNTY may terminate this Agreement
19 upon thirty (30) calendar days written notice given to CITY.

20
21 **VIII. THIRD PARTY BENEFICIARY**

22 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
23 including, but not limited to, any subcontractors or any clients provided services hereunder.

24
25 **IX. WAIVER OF DEFAULT OR BREACH**

26 Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any
27 breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach.
28 Waiver of any default or any breach shall not be considered a modification of the terms of this
29 Agreement.

30 //

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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
2 State of California.

3 CITY OF «COMPANY» «MUNI_CORP»
4

5
6 BY: _____ DATED: _____
7 «TITLE1»

8
9 ATTEST:

10
11
12 BY: _____ DATED: _____
13 CITY CLERK

14
15 APPROVED AS TO FORM:

16
17
18 BY: _____ DATED: _____
19 CITY ATTORNEY

20
21
22
23
24 COUNTY OF ORANGE

25
26 BY: _____ DATED: _____

27
28
29 TITLE: _____

30
31
32 APPROVED AS TO FORM:
33 OFFICE OF THE COUNTY COUNSEL
34 ORANGE COUNTY, CALIFORNIA

35
36 BY: _____ DATED: _____
37 DEPUTY

1 EXHIBIT A
2 TO AGREEMENT FOR PROVISION OF
3 OC ANIMAL CARE SERVICES
4 WITH
5 CITY OF «COMPANY»
6 «START_DATE» THROUGH «END_DATE»
7

8 **I. DEFINITIONS**
9

10 A. "Actual Cost" means all COUNTY expenditures, including indirect charges, for providing
11 Animal Care Services to CITY pursuant to this Agreement.

12 B. "Animal Care Notice of Intent" means the document, signed by authorized representatives of
13 COUNTY and CITY, which specifies all Animal Care Services COUNTY intends to provide to CITY,
14 the estimated cost of the services, and the effective date.

15 C. "Animal Care Service(s)" means one or more service to be provided by COUNTY to CITY, as
16 specified, by category, in Paragraph II.B. of Exhibit A to this Agreement.

17 D. "Fee Revenue" means revenue collected by COUNTY for Animal Care Services provided by
18 COUNTY to CITY pursuant to this Agreement.

19 E. "Fiscal Year" means a twelve (12)-month period from July through June.

20 F. "Net Cost" means Actual Cost minus Fee Revenue.

21 G. "Service Details" mean the activities performed by COUNTY within an Animal Care Service
22 category.
23

24 **II. SERVICES TO BE PROVIDED BY COUNTY**

25 A. ANIMAL CARE NOTICE OF INTENT

26 1. Annually, by March 1, CITY shall identify which of the Animal Care Services, specified
27 below in subparagraph II.B. of Exhibit A to this Agreement, CITY would like COUNTY to provide
28 during the next Fiscal Year.

29 2. Annually, by April 1, COUNTY shall prepare and send to CITY an Animal Care Notice of
30 Intent which shall include, but not be limited to, a list of Animal Care Services COUNTY agrees to
31 provide, estimated costs for said services, and the start date for those services. COUNTY shall provide
32 the Animal Care Services specified in the Animal Care Notice of Intent signed by both
33 ADMINISTRATOR or designee, and an authorized representative of CITY.

34 3. Upon mutual agreement of CITY and COUNTY, COUNTY may prepare a new or amended
35 Animal Care Notice of Intent at any time, may change due dates specified in subparagraph II.A.1. and
36 II.A.2. of Exhibit A to this Agreement, and may modify the format of the Animal Care Notice of Intent
37 attached to this Agreement as Exhibit B.

1 B. ANIMAL CARE SERVICES – COUNTY provides the following seven (7) categories of
2 Animal Care Services. Each category of service includes Service Details which may be added or
3 changed by ADMINISTRATOR upon six (6) months prior notification to CITY. COUNTY shall
4 provide to CITY the Animal Care Services specified on the most current, Animal Care Notice of Intent
5 for the Fiscal Year, signed in accordance with subparagraph II.A.2. of this Exhibit A to the Agreement.

6 1. ANIMAL CONTROL SERVICES – Animal Control Services include, but are not limited
7 to, emergency response service; patrolling; impounding of stray animals and of owner-released animals;
8 animal cruelty investigations; animal bite investigations; citation issuance; field release to owner and
9 impound fee collection for impounded animals; quarantine activities including home checks of animals
10 involved in bites; site inspections required to comply with vicious dog ordinances; emergency
11 transportation of injured, impounded animals to a veterinarian; impounding of deceased animals for
12 disposal; responses to requests for assistance from law enforcement and CITY officials regarding
13 suspected criminal activities or zoning violations related to animals; advice to residents regarding
14 wildlife management or other animal concerns, not to include wildlife eradication or relocation services;
15 injured wildlife pick-up; animal license issuance and renewal, fee collection and payment services;
16 customer support regarding animal licensing; animal license billing; and delinquent animal license
17 follow-up; assistance to residents regarding potentially dangerous and/or vicious animals; impound data
18 entry; and impound animal photography.

19 2. ANIMAL CARE SPECIAL SERVICES

20 a. Animal Care Special Services include, but are not limited to animal license issuance
21 and renewal; fee collection and payment services; customer support regarding animal licensing; animal
22 license billing; delinquent animal license follow-up; animal field canvassing to locate and license
23 unlicensed animals; inspection of animal-related businesses in CITY jurisdiction in response to
24 complaints and in accordance with COUNTY established inspection schedules; and when applicable,
25 issuance of animal permits for private homes.

26 b. The number of hours of canvassing provided to CITY by COUNTY will be prorated
27 based on available canvassing hours and CITY percentage of costs of Animal Care Services received by
28 CITY during the previous Fiscal Year. At sole discretion of COUNTY, COUNTY may provide
29 canvassing services to cities that did not receive canvassing services in the previous Fiscal Year.
30 COUNTY may change its methodology for allocating canvassing hours upon six (6) months prior
31 notification to cities.

32 3. ANIMAL CARE SHELTER SERVICES

33 a. Animal Care Shelter Services include, but are not limited to, retention of impounded
34 animals at COUNTY's Animal Care Shelter (Shelter), public display of animals to allow owner
35 identification; contact of owners when animals are wearing identification; sale or release of impounded
36 animals to residents; animal evaluation for adoption; reasonable effort toward animal placement; public
37 education; volunteer services; rescue group coordination; euthanasia and disposal of animals that are

1 neither redeemed nor adopted; veterinary services and spay/neuter surgeries consistent with standards
2 established by the California Veterinary Medical Board; and necropsies on animals that die under
3 suspicious circumstances or at the request of law enforcement.

4 b. CITY may request additional retention days for healthy, non-aggressive impounded
5 animals. Additional retention days will be offered to CITY upon written approval by COUNTY's
6 OC Community Resources Director, or designee, on a space available basis only.

7 c. COUNTY agrees to maintain its Shelter in a humane manner, keep said premises in a
8 clean condition at all times, and use humane methods of care.

9 d. No animals may be donated, sold or otherwise released for the purposes of
10 experimentation, research or vivisection.

11 4. BARKING DOG COMPLAINT SERVICES – Barking Dog Compliant Services include,
12 but are not limited to, receipt of barking dog complaints from residents, customer assistance regarding
13 barking dog complaints, issuance of citations, and administrative hearings in response to complaints
14 received by COUNTY for barking dogs within jurisdiction of CITY.

15 5. STANDARD LICENSING SERVICES – Standard Licensing Services include, but are not
16 limited to, animal license issuance and renewal, fee collection and payment services; customer support
17 regarding animal licensing; animal license billing; and delinquent animal license follow-up.

18 6. CITY LICENSE SERVICES

19 a. City License Services include, but are not limited to, issuance of CITY animal licenses
20 at the time of adoption or redemption by owners. CITY shall provide CITY licensing tags to COUNTY.
21 COUNTY shall provide quarterly licensing reports to CITY.

22 b. CITY shall make its best effort to provide updated animal licensing information to
23 COUNTY.

24 7. ANIMAL IMPOUND SERVICES – Animal Impound Services include, but are not limited
25 to, data entry of impound information for each live or deceased animal from CITY, impound animal
26 photography for each live animal, owner notification of impounded animal, and posting of animal
27 photographs on COUNTY website. COUNTY shall receive CITY animals at Shelter at times arranged
28 by COUNTY.

29 C. COUNTY shall notify CITY of COUNTY's hours of operation for Animal Care Services.
30 COUNTY may adjust hours of operation for Animal Care Services upon ninety (90) calendar days prior
31 notification given to CITY.

32 D. Animals which are being retained for criminal prosecutions, except for violations of animal
33 control regulations and/or ordinances pursuant to this Agreement, are not to be construed as held
34 pursuant to the services provided under this Agreement; housing will be provided at the discretion of
35 COUNTY and at COUNTY's usual and customary charges for such housing.

36 E. To facilitate the performance of services, COUNTY shall have full cooperation and assistance
37 from CITY, its officers, agents and employees.

1 **III. PAYMENTS**

2 **A. BASIS FOR PAYMENT**

3 1. CITY shall pay COUNTY the Net Cost of providing Animal Care Services specified in
4 Animal Care Notice of Intent for CITY signed in accordance with subparagraph II.A. CITY Net Costs
5 may include services/supplies procured but not yet delivered within the Fiscal Year.

6 2. The methodology for determining CITY's Actual Cost of Animal Care Services shall be
7 provided to CITY annually in accordance with the Reports paragraph of this Agreement. The most
8 recent animal care services fees approved by the County of Orange Board of Supervisors shall be used in
9 determining CITY's Actual Cost of Animal Care Services.

10 3. COUNTY shall record and retain all Fee Revenue derived from providing Animal Care
11 Services to CITY. CITY's Fee Revenue shall be credited to CITY's Actual Cost of Animal Care
12 Services. COUNTY shall have all fee collection powers of CITY and shall receive full cooperation
13 from CITY to enable efficient enforcement of fee collection.

14 **B. PAYMENT SCHEDULE**

15 1. Each Fiscal Year, CITY shall pay COUNTY in arrears for the Net Cost of Animal Care
16 Services provided in accordance with the following payment schedule. Billings are due from COUNTY
17 to CITY within thirty (30) calendar days following the three-month Period specified below.

18

<u>Period</u>	<u>Billing Due</u>	<u>Payment Due</u>
July 1 through September 30	October 30	November 25
October 1 through December 31	January 30	February 25
January 1 through March 31	April 30	May 25
April 1 through June 30	July 30	August 25

24

25 2. If payment is not received by COUNTY by the payment due date specified above in
26 subparagraph III.B. of Exhibit A to this Agreement, COUNTY may cease providing any further service
27 under this Agreement and may satisfy the indebtedness in any manner prescribed by law.

28 3. COUNTY may modify the payment schedule upon six (6) months written notification to CITY.
29

30 **IV. FINANCIAL/OPERATIONAL ADVISORY BOARD**

31 The parties agree that there shall be a Financial/Operational Advisory Board to advise COUNTY's
32 Director of OC Animal Care on financial and operational matters, to assess cost options, and to
33 communicate with the Orange County City Managers Association. The Financial/Operational Advisory
34 Board shall be made up of seven (7) members, six (6) members appointed by the Orange County City
35 Managers Association and one (1) member appointed by COUNTY. COUNTY may change the
36 membership configuration of the Financial/Operation Advisory Board upon twelve (12) months written
37 notification to CITY.

1 **V. LAWS AND REGULATIONS**

2 A. COUNTY shall comply with all applicable governmental laws, regulations, and requirements
3 related to Animal Care Services, as they exist now or may be hereafter amended or changed and shall
4 enforce federal and state statutes deemed applicable to CITY by COUNTY. Animal Care Services
5 provided by COUNTY to CITY may be changed to comply with said laws, regulations, and
6 requirements. ADMINISTRATOR will make its best efforts to notify CITY of changes that may impact
7 Animal Care Services provided through this Agreement.

8 B. Upon mutual agreement between COUNTY and CITY, COUNTY will continue to enforce
9 existing animal care ordinances that COUNTY enforced within CITY jurisdiction during the period
10 July 1, 2007 through June 30, 2008. If COUNTY did not contract with CITY for animal care services
11 during the period July 1, 2007 through June 30, 2008, COUNTY and CITY shall identify CITY animal
12 care ordinances that can be enforced by COUNTY.

13 C. For each Animal Care Service that COUNTY agrees to provide to CITY in an Animal Care
14 Notice of Intent, CITY shall enact and maintain in full force and effect ordinances identical to COUNTY
15 ordinances which apply to said service, including but not limited to, those related to fees.
16 ADMINISTRATOR shall notify CITY of the deadline for adopting said ordinances. If COUNTY is
17 unable to enforce an animal care ordinance because of the limitations of a CITY ordinance or failure of
18 CITY to adopt identical ordinances related to an Animal Care Service, COUNTY may suspend
19 provision of one or all Animal Care Services to CITY or may terminate this Agreement.

20 D. At the sole discretion of COUNTY, COUNTY may waive CITY enactment and maintenance of
21 COUNTY animal care ordinances. COUNTY may enforce the provisions of, and issue citations for
22 violations pursuant to, CITY's codified ordinances.

23 E. CITY shall notify COUNTY of its intent to add, amend, or delete any CITY animal care
24 ordinance at least ninety (90) calendar days in advance of its addition, amendment, or deletion.

25 F. CITY may request that specific ordinances adopted by COUNTY not be enforced in CITY.
26 Requests for exclusion must be submitted in writing and received by COUNTY ninety (90) calendar
27 days prior to the requested exclusion. Requests for exclusion will only be considered by COUNTY if
28 they are not in conflict with state statutes and do not endanger public health. COUNTY shall notify
29 CITY, in writing, of COUNTY's decision regarding the requested exclusion.

30 G. COUNTY's OC Community Resources Director, or designee, may provide assistance to CITY
31 in defining the manner in which enforcement of a new or amended animal care ordinance would be
32 provided by COUNTY. Requests for assistance must be made in writing and received by COUNTY
33 ninety (90) calendar days prior to the requested implementation of the service. If the cost of such service
34 can be delineated and accommodated by COUNTY, COUNTY will send an amended Animal Care
35 Notice of Intent to CITY which will include reference to the CITY ordinance.

36 H. CITY will reimburse COUNTY for ordinance enforcement, as specified in the Payments
37 Paragraph of this Agreement.

1 **VI. REPORTS**

2 A. Each Fiscal Year, COUNTY shall provide to CITY written, quarterly reports of Animal Care
3 Services revenue and expenses for each period specified below. Said reports will be due to CITY within
4 thirty (30) calendar days of the month following the reporting period, in accordance with the schedule
5 below:

6

7 <u>Period</u>	8 <u>Reports Due</u>
9 July 1 through September 30	October 30
10 October 1 through December 31	January 30
11 January 1 through March 31	April 30
12 April 1 through June 30	July 30

13 B. Each Fiscal Year, COUNTY shall provide the following Animal Care Services reports to CITY
14 by July 30:

15 1. A payment methodology report for Animal Care Services to be provided by COUNTY
16 during the next Fiscal Year and

17 2. A Fiscal Year intake and outcome report.

18 C. COUNTY may change the due dates for reports specified in subparagraphs VI.A. and VI.B.
19 above upon six (6) months written notification to CITY.

20
21 **VII. RECORDS**

22 A. All records created or received by COUNTY in accordance with the performance of COUNTY
23 services pursuant to this Agreement are confidential. COUNTY agrees to keep said records in such
24 form and manner as the Auditor-Controller of COUNTY shall specify. Said records shall be open for
25 examination by CITY at all reasonable times.

26 B. Once each Fiscal Year, COUNTY shall deliver to CITY only the addresses of each CITY licensed
27 animal upon demand without additional expense or cost to CITY. Any such information requested which
28 is confidential pursuant to the terms of the Public Records Act shall be released to CITY pursuant to
29 government code. Prior to each disclosure, CITY agrees to complete and return to COUNTY a
30 "Confidentiality Agreement" on a form approved or provided by COUNTY. The parties agree and
31 understand that this procedure is required by the Public Records Act and necessitated to permit CITY to
32 obtain the information required for its use, and to allow COUNTY to disclose said information. Upon
33 receipt by COUNTY, the records requested may be released to the extent COUNTY is in possession of
34 such records, and permitted by state law to disclose them voluntarily.

35 //

36 //

37 //

1 EXHIBIT B
2 TO AGREEMENT FOR PROVISION OF
3 OC ANIMAL CARE SERVICES
4 WITH
5 CITY OF «COMPANY»
6 «START_DATE» THROUGH «END_DATE»

7
8 **ANIMAL CARE NOTICE OF INTENT**
9

10 This Animal Care Notice of Intent specifies Animal Care Services to be provided to CITY by
11 COUNTY for the Period: «NOI_START» through «NOI_END». COUNTY agrees to provide to the
12 City of «COMPANY2» the following Animal Care Services beginning «NOI_EFFECTIVE»:

13
14 «SERVICE1»
15 «SERVICE2»
16 «SERVICE3»
17 «SERVICE4»
18 «SERVICE5»

19
20 The total estimated cost for Animal Care Services specified above is «TOTAL_COST_».

- 21 This is a new Animal Care Notice of Intent for the Period indicated above.
22 This is an Amendment to an existing Animal Care Notice of Intent for the Period indicated
23 above.
24

25 Significant Changes Since the Previous Animal Care Notice of Intent:
26
27 _____
28 _____
29 _____

30 To the best of my knowledge, this notice specifies the Animal Care Services to be provided by
31 COUNTY.
32

33
34 _____
35 City of «COMPANY2» Representative and Title

34 _____
35 Date

36
37 _____
38 OC Animal Care Director

36 _____
37 Date

CITY OF COSTA MESA

REQUEST FOR PROPOSAL

CHECKLIST OF FORMS TO ACCOMPANY PROPOSAL

Animal Control and Animal Care Shelter Services

Attachment G

FORMS

Appendix A: Vendor Application Form – Attached to Cover Letter

Appendix B: Professional Services Agreement – Not Applicable (Please see the County's Agreement for Provision of OC Animal Care Services – Attachment F).

Appendix C: Ex Parte Communications Certificate

Appendix D: Pricing Proposal Form – Not Applicable (Please see the County's Net Cost estimate for Animal Control and Animal Care Shelter Services under Methodology and Fee Estimates, Attachment B.

Appendix E: Disqualification Questionnaire

Appendix F: Disclosure of Government Positions

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. Only sign one statement.

I certify that the Proposer and Proposer's representatives have not had any communication with a City Council member concerning the Animal Control Services RFP at any time after July 29, 2011.



OR

I certify that the Proposer and Proposer's representatives have communicated after July 29, 2011 with a City Council member concerning the Animal Control Services RFP. A copy of all such communications is attached to this form for public distribution.

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

APPENDIX F

DISCLOSURE

OC Animal Care is a division of OC Community Resources, which is a department of the County of Orange, a political subdivision of the State of California.

With respect to Animal Control and Animal Care Shelter Services, we are not aware that OC Animal Care or its employees have any current business or personal relationships with any Costa Mesa elected official, appointed official, or City employee.

PROPOSAL EVALUATION DOCUMENTS



Evaluation Committee Agenda

Team: Animal Control

Process/Project: Contracting City Services

Date: November 28, 2011

Time:

Place:

Meeting Facilitator: [REDACTED]		
Evaluators and Other Attendees:		
[REDACTED]	Outside resource(s) none	
[REDACTED]		
[REDACTED]		
		Resource: [REDACTED]

Time	Agenda Topics:	Person Providing Information:
	Review Action Items	[REDACTED]
	Topic 1: RFP Schedule of Events	[REDACTED]
	Topic 2: Evaluation Instructions	[REDACTED]
	Topic 3: Member Statements	[REDACTED]
	Topic 4: Evaluation Forms & Scores	[REDACTED]
	Topic 5: Interviews Forms, Scores & Questions	[REDACTED] & Committee
	Topic 6: Reference checks & Questions	[REDACTED] & Committee
	Topic 7: Negotiation checklist	[REDACTED]
	Topic 8: Overall Pre-Award Selection Process	[REDACTED]
	Identify Items for Evaluation Committee	Committee



**CITY OF COSTA MESA
FINANCE DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: EVALUATION COMMITTEE
FROM: [REDACTED], RFP FACILITATOR
DATE: NOVEMBER 28, 2011
SUBJECT: *EVALUATION OF ANIMAL CONTROL SERVICES*

You have been chosen for the evaluations of the following proposals:

- County of Orange

Attached is an evaluation template you will be using for each proposal that will be distributed to you. For each criterion, enter the number in the score box based on the following scale:

- 0 - (Zero) Criterion was not address at all.
- 1 – Unacceptable
- 2 – Below Average
- 3 – Average
- 4 – Above Average
- 5 – Exceptional

You should evaluate the proposal independently and each proposal is to be evaluated against RFP requirements. If you need further clarification, do not contact the proposer but e-mail your questions to me instead.

After your review, please forward your evaluation sheets to me not later than _____, so I can summarize your scores. I will then schedule a meeting so we can discuss the scores given to each proposal and develop a team score.

If you have any questions regarding this process, please call me at 714-754-5227 or email me at [REDACTED]. Thank you for your participation and cooperation in this project.

Distribution:
[REDACTED]

ANIMAL CONTROL SERVICES

EVALUATION COMMITTEE MEMBER STATEMENT

Request for Proposal:

ANIMAL CONTROL SERVICES.

You have been asked to participate in the evaluation of proposals that have been received as the result of the competitive solicitation referenced above. A proposal was received from each of the companies listed on the attached Inter-Departmental Communication dated November 29, 2011.

It is essential that the integrity of the evaluation process be maintained to insure that each Proposer is given fair and equal consideration. Your knowledge of and/or past or current association with particular firms and/or individuals must not influence your evaluation. The proposals and any subsequent respective clarifications and/or negotiations must stand alone, and you are required to be particularly objective and guard against any tendency to favor a particular firm or individual. (This does not mean that you are to ignore past or current experiences with a particular firm in which goods or services they supplied to the City were sub par.)

You are required to report to [REDACTED], any actual or potential conflict of interest and the nature of the conflict. (You personally, or if your spouse or child has or had any association or interest with the business entity or any principal employee of the business entity.)

An additional consideration is the need to maintain confidentiality during the evaluation regarding the contents of the Proposers' responses, as well as the proceedings of the evaluation committee. Any inquiries regarding the evaluation of this particular solicitation must be directed to [REDACTED].

ANIMAL CONTROL SERVICES EVALUATION FORM

PROPOSER:

Scores are given from 0 - 5 points indicating:
 0 - the criterion was not addressed at all
 1 - unacceptable
 3 - acceptable
 5 - exceptional

		RATER	
WEIGHT	CRITERIA		SCORE
25	Qualifications of Entity and Key Personnel: Includes ability to provide the requested scope of services, the Proposer's Financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.		
	Comments:		
10	Approach to Providing the Requested Scope of Services: Includes an understanding of the RFP and of the project's scope of services, knowledge's of applicable laws and regulations related to the scope of services.		
	Comments:		
50	Price Proposal: Price Proposal will be evaluated on the bases of the Total Estimated Annual Price submitted in Appendix D.		
	Comments:		
15	Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities.		
	Comments:		

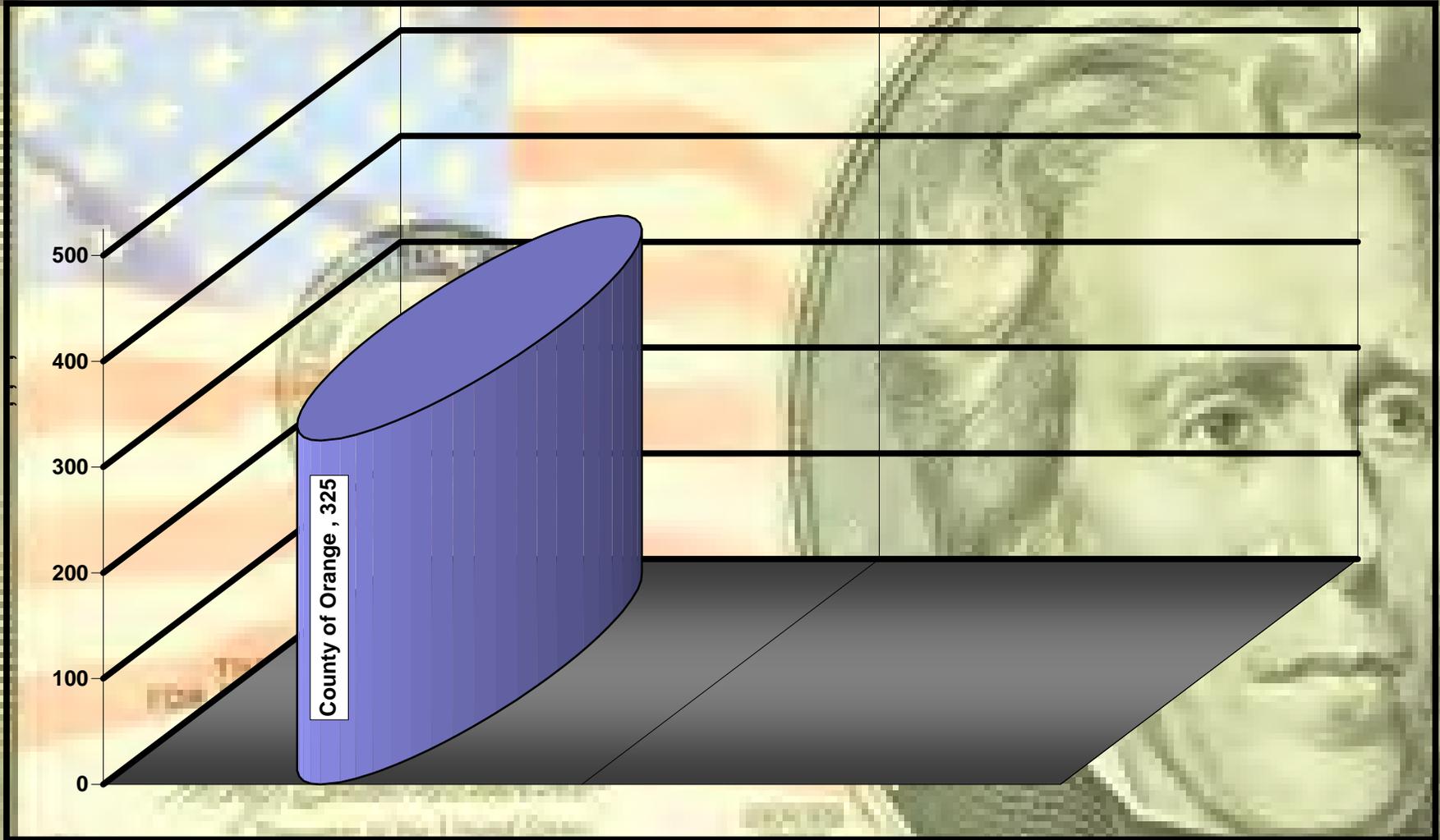
PROPOSAL EVALUATION SCORES

ANIMAL CONTROL SERVICES

		1	2	3		Totals
25 Qualifications of Entity and Key Personal						
County of Orange		5	4	4	13	325
10 Approach to Providing the Requested Services						
County of Orange		5	4	3	12	120
50 Price Proposal						
County of Orange		4	2	3	9	450
15 Innovative and/or Creative Approaches						
County of Orange		2	4	0	6	90
Proposers	Proposal	Rank				
County of Orange	1310.00	1				

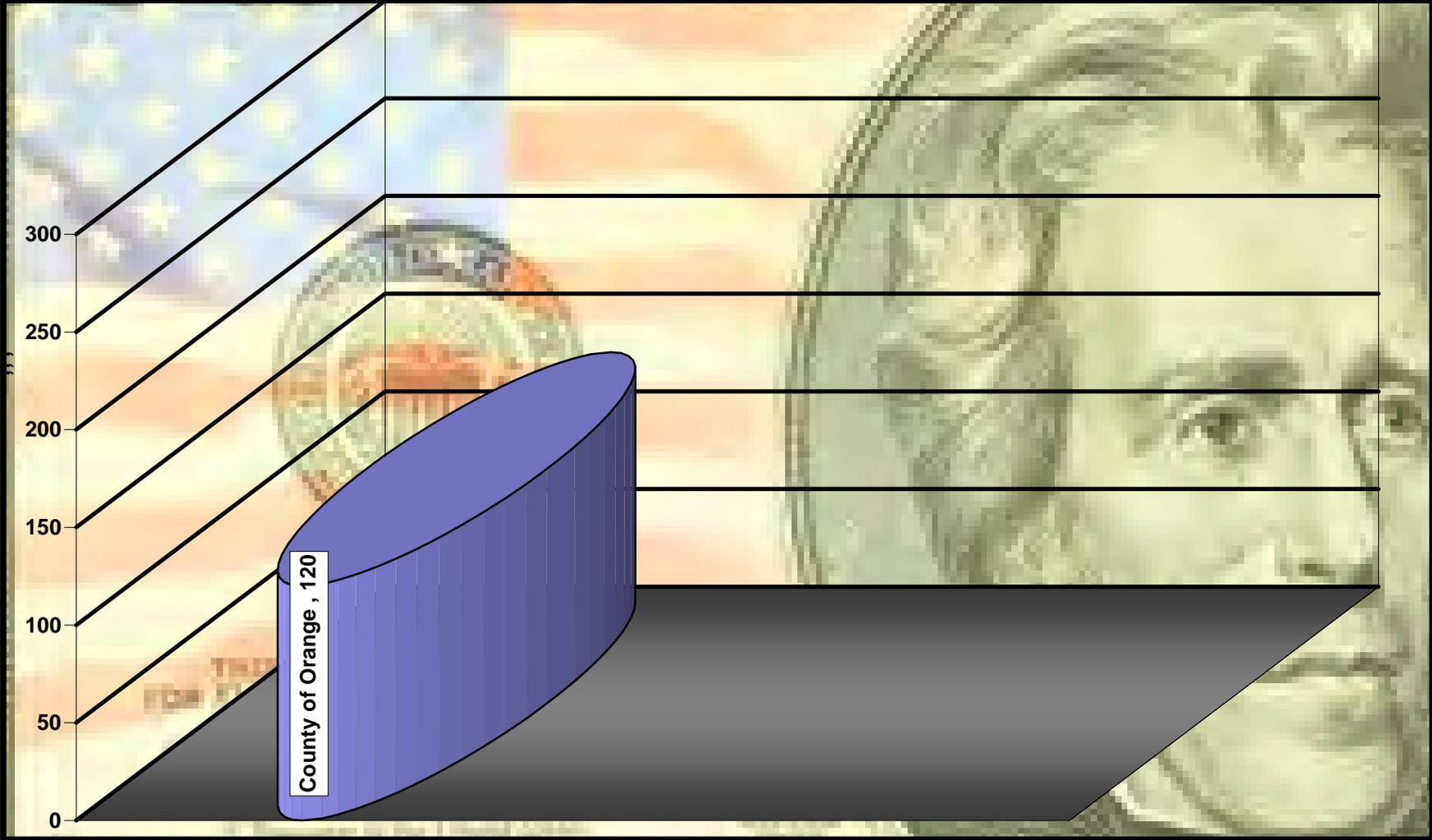
	County of Orange
Rater	
1	<p>QUALIFICATIONS: '-Currently provides service to a number of Orange County Cities</p> <p>APPROACH: '-Same comment as above - has extensive experience. Proposal is a comprehensive service delivery plan.</p> <p>PRICE: '-Appears to be a good price, however, this is the only proposal received, this needs to be carefully evaluated against current City costs.</p>
2	
3	<p>QUALIFICATIONS: '-Score of 4, given that they currently provide services to 17 cities</p> <p>APPROACH: '-It appears the service to residents might be lower with higher costs.</p> <p>PRICE: '-Net cost is higher than City current net cost, however, if they generate more revenue, then costs could be lower.</p>

Qualifications of Entity and Key Personnel



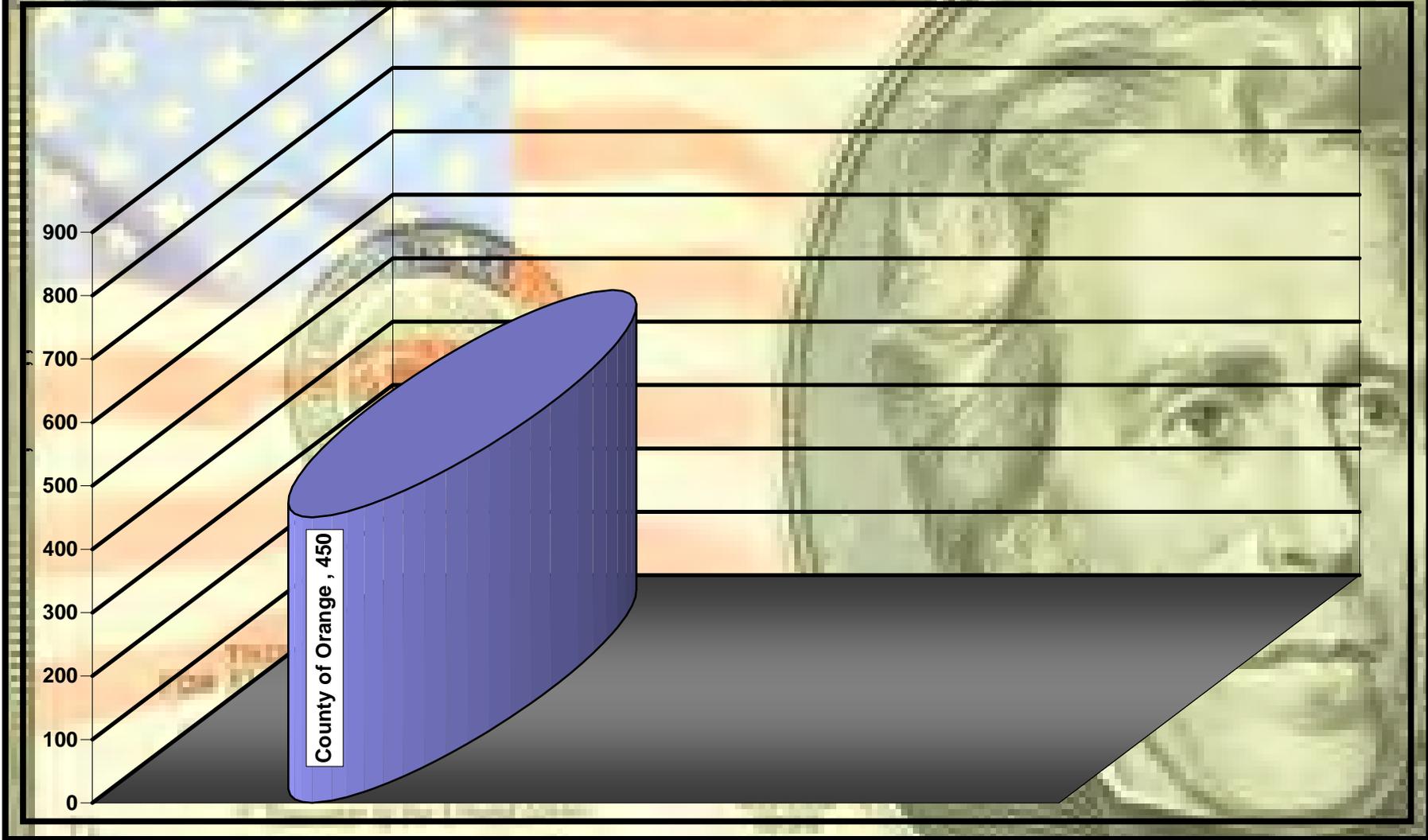
ANIMAL CONTROL SERVICES

Approach to Providing the Requested Scope of Services



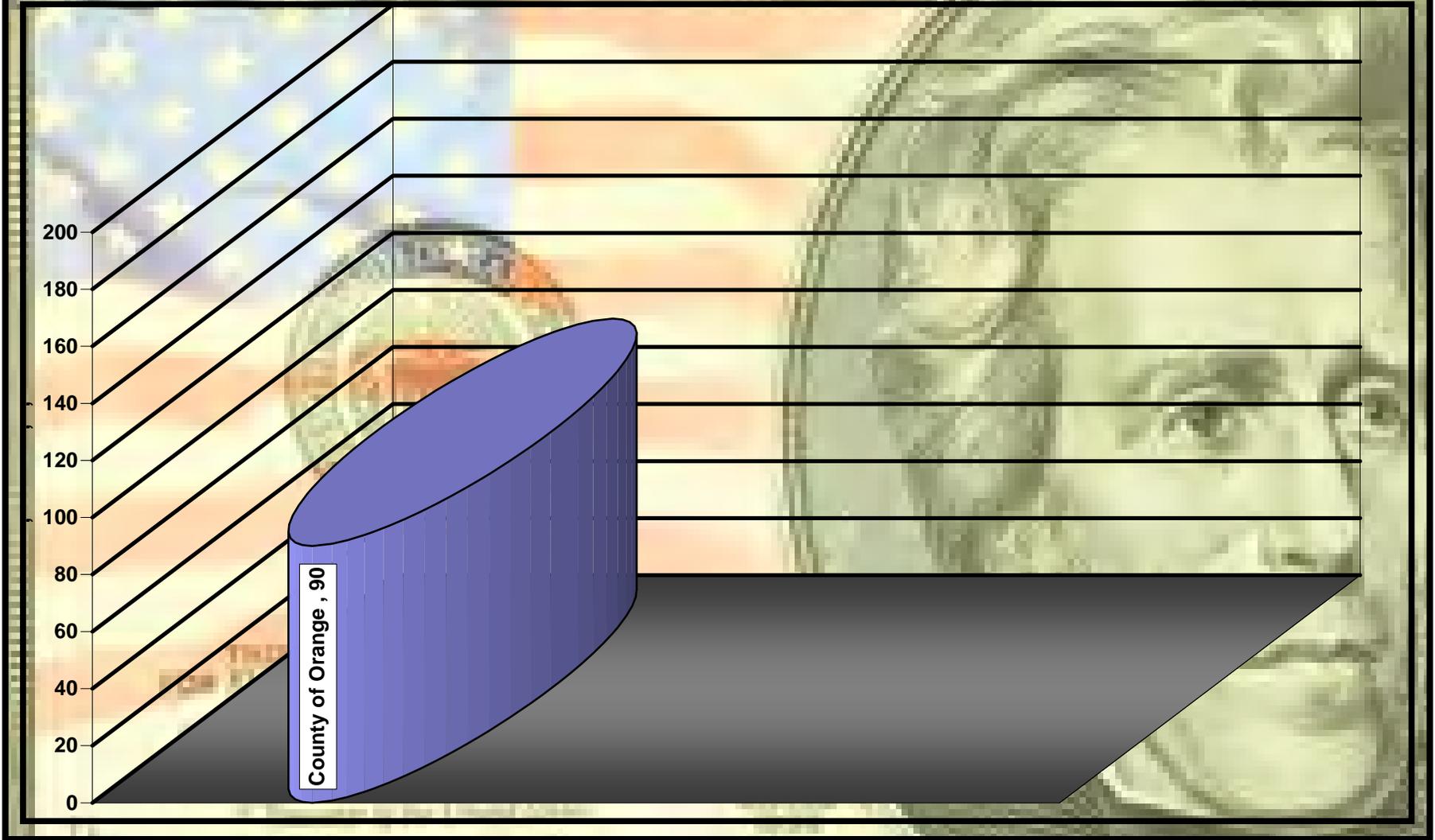
ANIMAL CONTROL SERVICES

Price Proposal

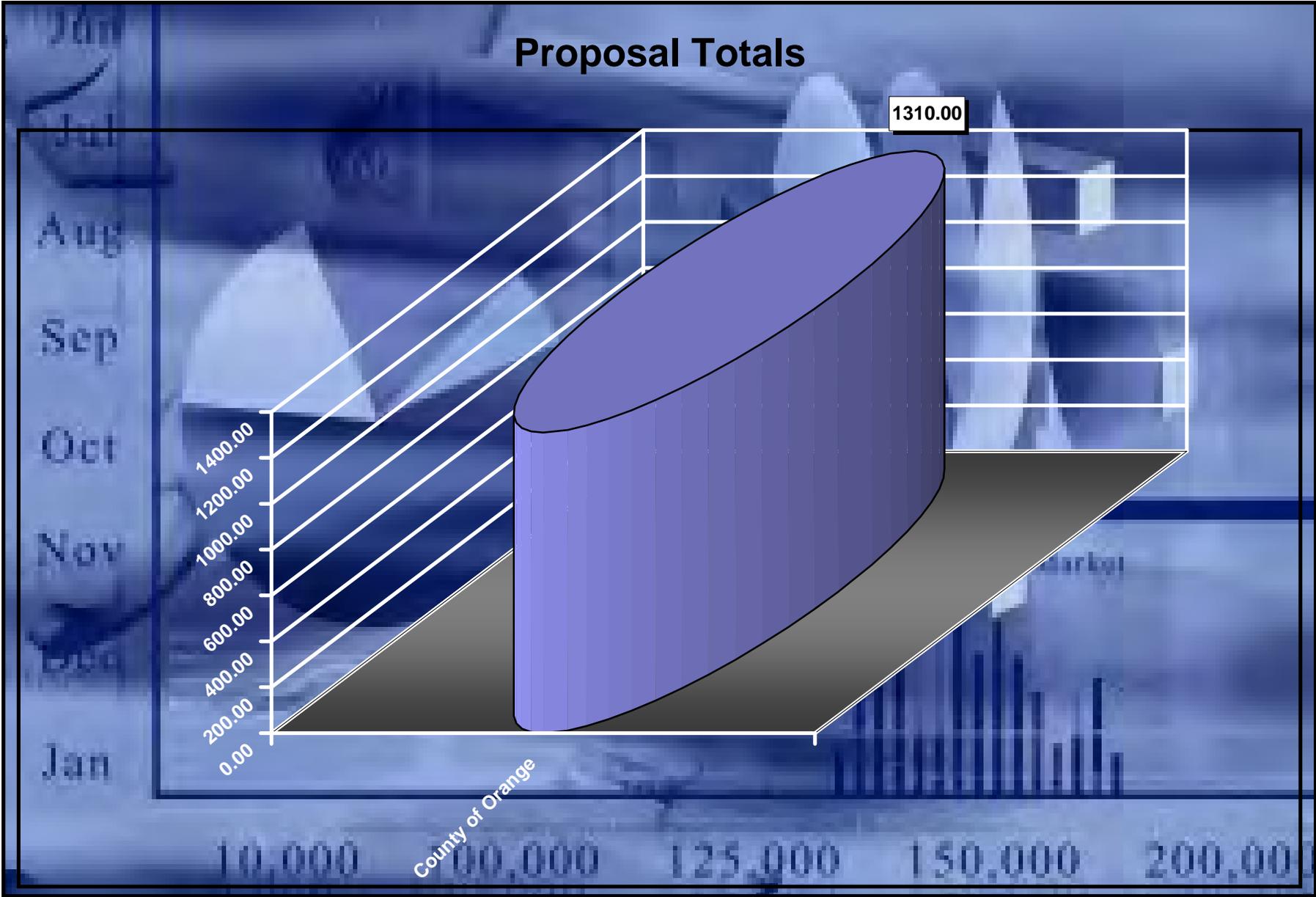


ANIMAL CONTROL SERVICES

Innovative and Creative Approaches



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MANAGEMENT STAFF REPORT