

CITY OF OAK HARBOR  
City Purchasing and Contract Services  
**REQUEST FOR PROPOSALS**



## **Animal Shelter Management and Operations Services**

Issue Date: **Monday, December 10, 2012**

Period of Contract: **2 (two) years** from the date designated in the contract

Issued by: City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor WA 98277  
(360) 279-4500  
Fax: 279-4500

Proposal Due Date: **Monday, January 14, 2013**

All inquiries for information should be directed to:

Project Manager: **Chief of Police** (or designee)  
City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor WA 98277  
(360) 279-**4600**

Bid and Contract Schedule: (for information only, subject to change)

Request for Proposals Release Date: Monday, December 10, 2012

**Submittal Due Date:** **Monday, January 14, 2013**

Finalist Interviews: To Be Determined

Apparent Successful Bidder Announcement: To Be Determined

Contract Negotiations: To Be Determined

City Council Consideration: To Be Determined

Anticipated Start: To Be Determined

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## **I. Purpose and Scope of Work.**

The City of Oak Harbor seeks proposals from qualified offerors to provide Animal Shelter Management and Operations Services for the City of Oak Harbor. The City will enter into a contract with the selected offeror(s).

Animal Shelter Management and Operations Services for the City of Oak Harbor includes the following:

Animal Shelter Management and Operations Services: Provide and operate such animal control shelter and care facilities, including all necessary buildings, structures, grounds, spaces and equipment, as well as animal shelter services, as may be necessary to receive, maintain, care for and provide for the appropriate disposition of all domestic animals that come within the legal animal control authority and responsibility of the City. Receive calls and complaints, lost and found service, adoption service, public reception and assistance, collection and sales, humane education program, account for all animals handled by Animal Control Officer(s), maintain records for euthanasia materials and other drugs or medicines, maintain financial records on revenues and expenditures, building security, ensure building and ground maintenance, compliance with all applicable laws and regulations to handling medicines and hazardous materials relating to animal shelter operations. Receive and evaluate animals, feed, provide water, emergency medical attention, health and condition evaluation, administer preventative medicine, clean kennels and cages, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia when deemed necessary, animal body storage and removal, and animal exercise.

## **II. Background and Objectives.**

The following information is provided to help Offerors understand the direction and intent of the City for these services.

Oak Harbor is a City of 22,500 residents. It is a non-charter code city organized under RCW 35A. As part of its purpose of protecting the health, welfare and safety of its citizens, it maintains animal control services. Previously, the City animal shelter facility was provided by agreement with the United States Navy for the use of a building on Naval property. This facility will no longer be available to the City of Oak Harbor in 2013. The City is now looking for a full-service provider to both staff and provide all animal shelter facility(ies) and services, including necessary buildings, structures, grounds, spaces and equipment.

Animal Control Services are provided by the City-employed Animal Control Officer, who operates under the direction of the Oak Harbor Police Department, reporting to the Chief of Police. Animal control services are provided both by patrol and responding to calls. The City Animal Control Officer assists in enforcing Title 7 of the Oak Harbor Municipal Code and state law including the dangerous dog statutes and ordinances.

Primary animal control service involves domesticated dogs and cats and domesticated hybrid dogs and cats.

The contracted Animal Shelter Management and Operations services operate under the direction of the Oak Harbor Police Department, reporting to the Chief of Police, or his designee.

The purpose of proceeding to a new contractual arrangement is based on the loss of the City's current animal shelter facility in 2013 and the need for the contractor to now provide all necessary buildings, structures, grounds, spaces and equipment, as well as animal shelter services.

**\*\*NOTE: Due to the loss of the USN-provided shelter facility, it is not expected at the time contract ensues with an offeror that animals from any Naval housing will be picked up by City Animal Control or accepted by the City's Shelter provider. Should a change occur to that expectation, or should the Navy continue to provide a shelter facility, at any point after the issuance of this Request, or during the contract period with a successful bidder, the Request will be amended and/or the contract re-negotiated.**

### **III. Minimum Qualifications.**

Offerors must meet the following minimum qualifications to be selected pursuant to this solicitation:

- A. Must have availability of a Shelter Facility(ies) meeting the requirements as set forth in Section IV - Shelter Facility.
- B. Must demonstrate an ability to commence shelter operations on \_\_\_\_\_, 20\_\_\_. Proposals shall provide an implementation timeline or schedule that conforms with the requirements of this RFP.
- C. A minimum of five years' demonstrated experience in housing and caring for dogs and cats in a setting other than as a pet in the home
- D. Must demonstrate financial stability, and an ability to finance the required Animal Shelter Management and Operations Services. Offerors should provide a statement describing the method that will be used to finance the proposed operation.
- E. Ability to establish and maintain positive working relationships with City of Oak Harbor staff, citizens, and other animal rescue groups and shelter facilities.
- F. Any proposal selected must demonstrate ownership of shelter facility(ies), or a leasehold interest in the shelter facility(ies) for the term of any contract negotiated that explicitly allows the leased premises to be used as anticipated herein.

- G. Ability to obtain the required insurance as stated in this RFP.
- H. At the time of submittal of a proposal, the offeror must have:
  - 1. A current Washington state business identifier number;
  - 2. Industrial Insurance coverage for the offeror’s employees working in Washington as required by Title 51 RCW;
  - 3. An employment security department number as required by Title 50 RCW; and
- I. Other licenses required by the State of Washington for the services proposed.
- J. The City shall also examine Offeror for responsibility. Responsibility shall include, but not be limited to the following criteria:
  - 1. The offeror shall not be “inactive,” or “not in good standing” with the Washington State Secretary of State’s Office, the Department of Revenue, or the Department of Labor & Industries;
  - 2. The offeror shall have successfully provide services similar to those described in this RFP within the past five years;
  - 3. The offeror shall have a demonstrated history of financial stability;
  - 4. The offeror, its agents and employees shall not have been convicted of any crime involving cruelty to animals.

The City may request additional information to determine responsibility

**IV. Shelter Facility and Location:**

- A. **Shelter Facility:** The shelter facility(ies) will include all necessary buildings, structures, grounds, spaces and equipment, as well as animal shelter operations services, as may be necessary to properly receive, maintain, care for, exercise, and provide for the appropriate disposition of all domestic animals that come within the legal animal control authority and responsibility of the City. The facility(ies) must be appropriate for the species, the number of animals receiving care and the expected length of stay in order to ensure physical and psychological well-being of the animals. The shelter will provide for proper separation of animals by health status, age, gender, species, temperament, and predator-prey status. The Shelter facility(ies) shall have an adequate number of dog kennels and cat cages, isolation facilities for sick dogs and cats, and quarantine facilities for biters or injured animals which are not necessarily sick. The shelter shall be maintained in a clean and sanitary condition and the contractor will not permit any condition to exist which might constitute a nuisance. The facility shall be in conformance with

local zoning regulations and shall comply with all federal, state and local regulations.

The shelter should be of sufficient size to provide for the needs of the community, with effective separation between neighbors and the facility. The shelter(s) should:

1. Designate an area for sick and injured animals
2. Separate cats and dogs
3. Have noise control to muffle inside noise
4. Not be filled beyond its designed capacity
5. Be well maintained, to provide for the sanitary and humane care of the animals.

The City reserves the right to inspect any potential shelter facility(ies) before contract award.

**B. Shelter Location:**

**Temporary Shelter Facility:** If the location of the Primary Shelter precludes, due to distance/travel time of over **five (5) miles** from the City of Oak Harbor Police Department, an Animal Control Officer or Law Enforcement officer from transporting an animal to the Primary Shelter, Contractor will provide access to a temporary Shelter facility(ies), which will be available to Animal Control and Law Enforcement personnel for both cats and dogs, 24 hours per day, 7 days per week. The temporary shelter facility(ies) shall be located on Whidbey Island and within **five (5) miles** of the City of Oak Harbor Police Department. The contractor shall state how this would be accomplished.

**Primary Shelter Facility:** The proposed permanent shelter(s) shall be located on Whidbey Island and within **fifteen (15) miles** of the City of Oak Harbor Police Department.

The requirements as stated in IV.( A.) Shelter Facility above will apply to any and all shelter facility(ies).

The Shelter(s) shall be available upon commencement of a contract.

**V. Detailed Scope of Work.**

The following is a more detailed listing of the requirements of this request for proposal. The offer to provide Animal Shelter Management and Operations Services should address each section of the Detailed Scope of Work, specifying how the Offeror intends to meet the matter and the proposed method of compensation.

- A. **Shelter Services:** Provide and operate such animal control shelter and care facilities, including all necessary buildings, structures, grounds, spaces and equipment, as well as animal shelter services, as may be necessary to properly receive, maintain, care for and provide for the appropriate disposition of all domestic animals that come within the legal animal control authority and responsibility of the City. Receive and evaluate animals, feed, provide water, emergency medical attention, health and condition evaluation, administer preventative medicine, clean kennels and cages, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia when deemed necessary, animal body storage and removal, animal exercise.
- B. **Standards of Care:** Where applicable within this Detailed Scope of Work, standards of care will follow *Guidelines for Standards of Care in Animal Shelters - 2010* by the Association of Shelter Veterinarians, as recommended by the HSUS.  
(<http://xa.yimg.com/kq/groups/20241575/778874386/name/Shelter%20Standards%20Oct2011%20wForeword.pdf>)
- C. **Hours of Operation:** The Shelter will be open a minimum of 4 hours per day, 7 days per week (excluding Holidays), for public redemption or surrender, to include a minimum of two (2) evening hours after 5:00 p.m. on at least one weekday (Monday-Friday). The Shelter will be open a minimum of 20 hours per week, to include Saturday hours, for adoptions. The Contractor must specify hours of proposed operation, on a schedule to be approved by the City. The shelter shall be available, or made available, from 8:00 a.m. to 5:00 p.m., Monday through Friday (at a minimum), for acceptance of animals from the Animal Control Officer or other law enforcement personnel.
- D. **After-Hours, Temporary Shelter Facility:** In the absence of the Animal Control Officer, or after-hours, Contractor will provide access to the Shelter facility, which will be available to law enforcement personnel, 24 hours per day, 7 days per week. The contractor shall state how this would be accomplished.
- E. **Availability / After-Hours Calls for Service:** The contractor will be available to respond to after-hours calls for service requests from the police department. The contractor should state how this would be accomplished, and the charge, if any, for providing emergency requests after 5:00 pm and before 8:00 a.m., and on weekends. The Offeror(s) shall also provide their estimate of response time.
- F. **Condition of Animal Shelter:** The shelter facility will be maintained in a clean and sanitary condition. Animals will be provided adequate housing, food and water, emergency medical attention, health and condition evaluation, preventative medicine, and clean kennels and cages. Other procedures to be followed will include receiving and evaluating animals, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia, animal body storage and removal, and animal

exercise. The shelter will not be permitted to be operated at a capacity larger than designed to ensure adequate space for animals at the shelter. Offerors should include in their proposal procedures and policies for accepting animals when the shelter is at capacity.

- G. **Exercise of Animals:** The contractor will incorporate a program that will provide for the exercising of animals as appropriate (dogs on leash, interaction with cats) and describe the manner that such a program would be implemented.
- H. **Euthanasia of Animals:** The costs for euthanasia of animals will be the responsibility of the shelter operator. It is the City's policy as regards to a minimal/low kill facility that an un-adopted animal not be euthanized, except those deemed dangerous by the City, or for medical reasons as determined by a veterinarian. The bidder should identify the manner that would be utilized to accomplish a minimal/low kill facility.
- I. **Un-Adopted Animals:** Contractor will agree to allow unadopted animals to be gifted to a bona fide animal care or rescue organization that accepts otherwise "un-adoptable" animals, if available. The proposal should specify the manner that this would be accomplished.
- J. **Veterinary Services:** The Contractor shall provide humane treatment of all domestic animals while in the shelter; provide basic first aid services, including licensed veterinary care, for all sick and injured animals, at Contractor's expense.
- K. **Return to Owner:** It shall be the Contractor's responsibility to make every available effort to identify and promptly attempt to notify the owner of any animal taken into custody, working in conjunction with the City Animal Control Officer when needed.
- L. **Scanning for Microchips:** Every effort will be made to locate the owner of animals. The Shelter will be equipped with universal scanner/s in order to check for the presence of a microchip, to facilitate return of animals to owners.
- M. **Adoption Program:** The Contractor shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. All animals released for adoption shall be vaccinated and spayed/neutered.
- N. **Adoptability:** The Offeror(s) will detail the process used to determine if Contractor deems an animal is unsuitable for adoption.
- O. **Disposal of Animals:** The contractor will be responsible for any costs associated with the disposal of animals. Contractor will comply with applicable state and federal law regarding the disposal of animal remains, and will identify the manner that this would be accomplished.



- P. **Animal Licensing and Fees:** Contractor shall receive all fees connected with the impounding of animals except criminal penalties or civil infraction penalties paid through Municipal Court. The City will receive all license fees and fines as detailed by City ordinance
- Q. **Animal Licensing Program:** The contractor shall implement a program to encourage the licensing of dogs and cats. The proposal should identify what concepts the contractor would utilize to accomplish this task.
- R. **Audit, Records, and Reports:** The contractor shall provide monthly reports of all income and expenditures that result from an agreement. Contractor will provide monthly an accounting of incoming and outgoing animals including the disposition of same, no later than the 15<sup>th</sup> day of the following month. The Contractor shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to operations, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting. These records shall be subject at all reasonable times to inspection, review, or audit, by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor a Contract for these services. The proposal should include samples of financial and animal statistical reports that will be used to meet the requirements of this RFP, and how the offeror will keep such records and reports separate from any other jurisdictional records to whom offeror may provide services.
- S. **Shelter Operating Costs:** The operating costs for the animal shelter will be the responsibility of the contractor.
- T. **Spay / Neuter Program:** The City recognizes that long-term solutions to excess animal populations involve the spaying and neutering of animals. The proposal should include a methodology for the implementation of such a program and identify the cost for such, should the City elect to participate in this option.
- U. **Partnering:** The contractor may choose to partner with another shelter(s) or organization(s) to provide services under this Detailed Scope of Work. If a partnering situation is to be used, that information shall be provided in the proposal.

## VI. **Desired Goals & Programs.**

In addition to the requirements specified in Section V, Detailed Scope of Work, the City has also identified goals and programs it wishes to see implemented as part of an Animal Shelter Services and Operations Services contract. The proposal should clearly specify how these goals and programs would be accomplished, along with a timeline for implementation. If any of the desired goals and programs cannot be met or implemented, please clearly state the reason(s) why not in your proposal. The goals and programs include:

- A. Processes and policies which reduce the euthanasia of dogs and cats and a demonstrated marketing plan that will increase adoptions and decrease euthanasia rates.
- B. A Feral Cat Trap-Neuter-Release (T-N-R) program.
- C. **Adoption of the Asilomar Accords Recordkeeping System.** In order to work together to save the lives of all healthy and treatable companion animals, the City desires that Offeror agree to implement the recordkeeping system under the Asilomar Accords principles and methods, if not already implemented, with a timeline to establish the system within one (1) year of contract start date. The proposal should specify how the system would be implemented, along with a timeline.
- D. **Internet Presence for Strays.** Offeror will work with the City on the City's internet website page/presence, which will be updated daily to assist in reunion of pet owners with their pets, (i.e. "Stray Page"). Offeror will provide photos and details of stray animals coming directly into the Shelter facility, within a maximum of 24 hours from the time the stray animal enters the Shelter facility.
- E. **Waiting Lists:** It is the City's desire that the number of animals held on waiting lists for surrender be held to a minimum. Given space restrictions, the bidder should identify the manner that would be utilized to accomplish such a goal, when space restrictions require alternative solutions.
- F. A spay and neutering program to encourage pet owners to spay/neuter their pets.
- G. A foster care program.
- H. A volunteer program.
- I. Sufficient exercise space and/or program for animals kept at the shelter.
- J. A program to assist the City in licensing dogs and cats.
- K. Other activities which promote the welfare of animals kept at the Shelter.

It is the City's desire to provide a high level of care regarding animals that are in our care and custody. To that end, the proposal will include a specific plan to create or maintain the programs as outlined above.

## **VII. Submission Requirements:**

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

- A. Submission Forms (Attachment A)
- B. Letter of Transmittal: Briefly describe your understanding of project and summarize the proposer's qualifications, experience and capabilities to meet RFP requirements.
  - 1. Identify person(s) who will be authorized to represent the company during contract negotiations and term of contract, including title, address and telephone.
  - 2. The letter of transmittal must be signed by the person who has authority to bind the company. The name and title of the individual signing the proposal must be clearly shown immediately below the signature.
- C. Narrative: Provide a comprehensive narrative illustrating your understanding of the purpose and scope, objectives and requirements of the RFP, and the methodology you intend to employ, as pertains to the requirements:
  - 1. Minimum Qualifications (Section III)
  - 2. Shelter Facility and Location (Section IV)
  - 3. Detailed Scope of Work (Section V)
  - 4. Desired Goals and Programs (Section VI)

Proposals should be organized in the order in which the requirements are presented in this RFP.

### **VIII. Submittal Address.**

**Delivery of Submittals:** Submittals shall be delivered to, or received by, the City of Oak Harbor no later than **3:00 p.m.** on **Monday, January 14, 2013.** **Late submittals will not be accepted.** FAX submittals will not be accepted. Clearly mark the submittal package with Offeror name, address, phone number, and any other contact information.

#### **Proposals shall be submitted to:**

City of Oak Harbor  
**Attn: City Clerk**  
865 SE Barrington Drive  
Oak Harbor, WA 98277

**IX. Criteria for Selection**

A contract will be awarded to the proposer that successfully demonstrates the ability to meet the required elements in the most cost effective and efficient manner. To be successful, a proposal must:

- A. Provide all required information and meet minimum qualifications as set forth in this Request for Proposals.
- B. Demonstrate a successful history of providing like or similar services to the City or other similar entity sufficient to support the conclusion that the proposer has the ability and the operational capacity to provide the services required in this RFP.
- C. Demonstrate to the City’s satisfaction that the proposer has the financial strength and stability to assume the responsibilities required under the RFP and successfully fulfill the contract. **Offeror will provide two years’ financial reports with Submission documents.**

**X. Bid and Contract Schedule.**

The City will make every effort to adhere to the following schedule leading to a contract award:

Request for Proposals Release Date:	<u>Monday, December 10, 2012</u>
<b>Submittal Due Date:</b>	<b><u>Monday, January 14, 2013</u></b>
Finalist Interviews:	<u>To Be Determined</u>
Apparent Successful Bidder Announcement:	<u>To Be Determined</u>
Contract Negotiations:	<u>To Be Determined</u>
City Council Consideration:	<u>To Be Determined</u>
Anticipated Start:	<u>To Be Determined</u>

**Note:** Some dates are estimates at this time, and this schedule is subject to change.

**XI. Evaluation and Selection.**

All proposals received in the proper format and time frame will be given equal consideration, with the selection being made in accordance with the Criteria for Selection referred to in Section IX above.

## **XII. Contract Term.**

The City of Oak Harbor will enter into an agreement with the successful Offeror for a period of **2 (two)** years. Such term may be extended by mutual written agreement. Note: All submitting firms consent to the City contract, terms and conditions. City reserves the right to revise the stated contract terms and conditions prior to contract signature.

## **XIII. Solicitation Process and Administrative Requirements.**

### **Introduction**

This section details the City procedures that direct this process, to ensure that the process is open and competitive, and to ensure that companies receive fair and equitable treatment. The City may reject any submittal that fails to comply with any of the requirements of this section. All submittals become the property of the City of Oak Harbor.

1. **Communications with the City:** All communications regarding this request must be directed to the Chief of Police, the City's Project Manager.

860 SE Barrington Drive  
Oak Harbor WA 98277  
Phone: 360-279-4600  
Fax: 360-279-4609

2. **Questions Regarding this RFP:** The Project Manager (or designee), is the sole point of contact for this RFP. Requests for an interpretation must be made in writing, (fax or email allowed) at least ten (10) days prior to proposal deadline. No oral interpretations concerning this RFP will be made. The City is not bound by information, clarification, or interpretations from other City officials or employees. Offerors should not contact City officials or employees. Failure to observe this requirement may be grounds for rejection of the submittal.

3. **Organization and Copies:** Responses must include the information requested under the Submission Requirement section. To facilitate the evaluation, submittals should be organized in the order outlined in the Submission Requirement section.

4. **Copies:** In order for the submission to be considered, the City requires three (3) copies of the submittal on standard 8.5x11 paper, and appropriately bound. Fold out charts, tables and spreadsheets are acceptable.

5. **Responsible Business Criteria:** The City shall consider only responsible organizations or companies. Responsible organizations or companies are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills,

capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references, and financial stability.

6. **Late Submittals and Modifications:** Any modification or late submittal received after the date and time of submittal will not be accepted.
7. **Addenda:** The offeror's receipt of any addendums issued by the City is to be acknowledged on the Submission Form which will be included with any addendums. Failure to acknowledge the addenda will allow the City to either reject the Submittal or to assume that the Proposal includes the addenda in the offer, at the sole discretion of the City.
8. **Rejection of Proposals:** The City reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals, and to waive any informality in responses received. The City reserves the right to consider all information, whether submitted or otherwise, to determine responsibility of the respondent. No applications or supporting documentation will be returned.
9. **Incurred Costs:** The City of Oak Harbor will not be liable in any way for any costs incurred by respondents in developing proposals.
10. **Withdrawal of Submittals:** Any response may be withdrawn, either personally or by a written, faxed or e-mailed request, at any time, prior to the time set for the deadline of submittal.
11. **Business License:** Offerors who are awarded a City of Oak Harbor contract, must possess a City of Oak Harbor business license, and may pursue a license upon notice of award. A license must be obtained prior to beginning work. Offerors may contact the City at 360-279-4500 for additional information concerning business licenses.
12. **Non-Responsive Submittals:** Any response that does not reasonably comply with the instructions, in the City's sole judgment, may be rejected as incomplete, and may be declared unresponsive.
13. **Interpretation of Documents:** Verbal interpretations or verbal communications by the City may not be binding upon the City of Oak Harbor. Requests for an interpretation shall be made to the City Project Manager in accordance with the provisions of Section XIII (2), above. Any binding interpretation that is deemed necessary by the City will be in the form of an addendum to this RFP. Such addendum will be sent as promptly as is practical to all whom requested Proposal documents. All such addenda shall become part of these specifications. Offerors who specifically withdraw from the process verbally or in writing, will not receive addenda, and are responsible for seeking addenda should they decide to submit a proposal.
14. **Examination of Request and Contract Documents:** Submission of a proposal shall constitute an acknowledgment upon which the City of Oak Harbor may rely that

respondent has thoroughly examined and is familiar with the requirements and contract documents, and reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided. Failure or neglect of an offeror to examine such documents, work site(s), statues, regulations, ordinances or resolutions, shall in no way relieve the offeror from any obligations with respect to the offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the same.

15. **Non Collusion:** Submittal of a proposal constitutes a representation by the offeror that the offer is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Offeror has not induced or solicited others to submit a sham offer, or to refrain from proposing.

16. **Corporate Principal:** Offers shall be signed by an individual who is named in the business to have such authority, according to the business governing body and by-laws.

17. **Errors and Omissions:** The City will not consider a claim of an error in an offer, unless the claim is presented in writing within 24 hours (or the next working day) after the offers are received. Additionally, the offeror claiming error must present supporting evidence, including but not limited to, cost breakdown sheets, no later than 48 hours (or two working days) after the offers are received.

18. **Public Information:** Submittals will be considered public information once an award is made. It is the City's policy to make documents that are subject to public disclosure, pursuant to the Public Records Act, available for review upon award. The City policy is to retain without disclosure all documents received until award is made and while the City is utilizing those documents for negotiations and/or considerations in order to assure that such disclosures will not affect profit or loss to the City.

19. **Proprietary Material:** Offerors shall clearly mark any proprietary information with the words "Proprietary Information. Marking all or nearly all of the submittal as proprietary may result in rejection of the Proposal. Offerors should be aware that the City is required by law to make records available for public inspection, with certain exceptions (see RCW Chapter 42.17). It is the City's belief that this legal obligation would not require the disclosure of proprietary description information that contains valuable drawings, designs or formulas. However, the Offeror, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation or any liability to the Offeror in the event that the City must disclose these materials.

20. **Insurance:** The Contractor shall provide insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. **Minimum Scope of Insurance.** Offeror/contractor shall obtain insurance of the types described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, volunteers and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Officers and Director's Insurance appropriate to the offer/contractor's profession.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- (3) Officers and Directors insurance shall be written with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Officers and Directors and Commercial General Liability insurance:

- (1) The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.



- (2) The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

21. **Gifts/Gratuities:** The enclosed Terms and Conditions include a statement regarding gifts and gratuities, which is applicable throughout the solicitation and award process. Please review these requirements. Further, the City adheres to the Code of Ethics for Municipal Officers, Chapter 42.23 RCW. Offerors are therefore cautioned to refrain from any activity, gifts, gratuities or other actions that may provide an appearance of influence or conflict of interest. Such conditions will be grounds for rejecting the Proposal.

**ATTACHMENT A**  
**SUBMISSION FORMS**  
**REQUEST FOR PROPOSAL**  
**Animal Shelter Management and Operations Services**  
**City of Oak Harbor**

**Submittal Due Date:** Monday, January 14, 2013

Please include 3 copies of all requested information. Please bind copies as appropriate.

Submit these completed RFP Submittal sheets, signed and filled out as required, followed by Offeror's complete response to this solicitation. Proposals should be organized in the order in which the requirements are presented in this RFP, and per Section VII Submission Requirements. All pages of the proposal should be numbered. Proposals should be as thorough and detailed as possible so that the City may properly evaluate the Offeror's capabilities to provide the required services.

---

**OFFEROR:**

Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: *(if applicable)*: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

*Signature in Ink*

Name: \_\_\_\_\_

*Please Print*

Title: \_\_\_\_\_

**Submission Forms (page 2 of 3)**

**\*\*Offeror will provide two years' financial reports with Submission documents.\*\***

1. Business Classification (check or specify all that apply):

- Individual
- Partnership
- Corporation
- Women or Minority Owned

2. Name of Owner: \_\_\_\_\_

3. Does bidder maintain insurance in amounts specified by the City contract: \_\_\_\_\_

Commercial General Liability insurance of at least \$1,000,000 per occurrence; \$2,000,000 general aggregate: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Automobile liability of at least \$1,000,000 per accident: Yes: \_\_\_\_\_ No: \_\_\_\_\_

If no, describe differences: \_\_\_\_\_

Professional Liability Insurance of at least \$1,000,000 per claim; \$1,000,000 policy aggregate limit: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Insurance Broker Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

4. Are there claims pending against this insurance policy? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, describe: \_\_\_\_\_

5. During the past five years, has the contractor been involved in any bond litigation or claims that exceed 10% of the proposed contract cost? If yes, please attach an explanation.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

6. Has company been in bankruptcy, reorganization or receivership in the last five years?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

7. Has company been disqualified by any public agency from participation in public contracts?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

8. Is the company the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the company's operations? Yes: \_\_\_\_\_ No: \_\_\_\_\_

9. Is the company licensed for doing business in Washington? Yes: \_\_\_\_\_ No: \_\_\_\_\_

10. Does the company agree that all assigned representatives shall agree to submit to a background investigation, if required by the City? This would only be requested of the winning company that enters into a contract. Yes: \_\_\_\_\_ No: \_\_\_\_\_



## ATTACHMENT B

### ATTACHMENT C – Shelter Statistics 2009-2010-2011

Statistics provided by Current Contractor **NOTE** – these statistics include animals from NASWI

#### Oak Harbor Animal Shelter

			2009	2010	2011
<b>DOGS</b>	Incoming	Owner Surrender	34	29	47
		ACO Impound	197	187	212
		Strays by Public	85	56	56
		Transfers	3	3	5
		Returned	12	16	13
	<b>Total Incoming Dogs</b>		<b>331</b>	<b>291</b>	<b>333</b>
	Outgoing	Adopted Shelter	103	85	103
		Adopted Offsite	0	0	0
		Redeemed	209	171	184
		Transfers	0	0	0
Died/Put to Sleep		12	4	10	
<b>Total Outgoing Dogs</b>		<b>324</b>	<b>260</b>	<b>297</b>	
<b>CATS</b>	Incoming	Owner Surrender	22	18	41
		ACO Impound	195	258	83
		Strays by Public	179	139	123
		Transfers	0	0	0
		Returned	12	30	13
	<b>Total Incoming Cats</b>		<b>408</b>	<b>445</b>	<b>260</b>
	Outgoing	Adopted Shelter	109	114	109
		Redeemed	23	16	13
		Freeland CAC Adoptions	5	33	27
		OH CAC Adoptions	151	102	75
Adopted Offsite		0	0	0	
Transfers		25	33	2	
Died/Put to Sleep		83	122	24	
<b>Total Outgoing Cats</b>		<b>396</b>	<b>420</b>	<b>250</b>	
Waiting List	Dogs to be surrendered	18	53	56	
	Cats to be surrendered	666	640	490	
<b>Total Waiting List</b>		<b>684</b>	<b>693</b>	<b>546</b>	
Spay/Neuter	Cats	184	201	159	
	Dogs	65	65	83	
	Feral Cats S/N	9	65	4	
<b>Total S/N</b>		<b>258</b>	<b>331</b>	<b>246</b>	
PAL Coupons	PAL Coupons Issued - Shelter	79	99	125	
	PAL Coupons Redeemed	59	97	85	
<b>Total PAL Coupons Issued</b>		<b>79</b>	<b>99</b>	<b>125</b>	
Dog Deaths	PTS - Behavior	11	5	5	
	PTS - Medical	1	0	5	
	Died/DOA	0	0	0	
<b>Total Dog Deaths</b>		<b>12</b>	<b>5</b>	<b>10</b>	
Cat Deaths	PTS - Behavior	68	98	0	
	PTS - Medical	11	13	22	
	Died/DOA	4	17	1	
<b>Total Cat Deaths</b>		<b>83</b>	<b>128</b>	<b>23</b>	
Foster Care - Dogs	Dogs into Foster Care	0	0	0	
	Puppies into Foster Care	0	1	0	
<b>Total Foster Care Dogs</b>		<b>0</b>	<b>1</b>	<b>0</b>	
Foster Care - Cats	Cats into Foster Care	8	5	1	
	Kittens into Foster Care	38	65	41	
<b>Total Foster Care Cats</b>		<b>46</b>	<b>70</b>	<b>42</b>	
Vet Visits	<b>Unscheduled Offsite Visits</b>	<b>69</b>	<b>64</b>	<b>117</b>	
Puppies	Surrendered 4 Months Max	0	2	1	
	Stray 4 Months Max	5	3	0	
	ACO Impound 4 Months Max	1	2	2	
	<b>Total Puppies 4 Months Max</b>		<b>6</b>	<b>7</b>	<b>3</b>
Kittens	Surrendered 4 Months Max	1	4	17	
	Stray 4 Months Max	85	82	42	
	ACO Impound 4 Months Max	35	41	15	
	<b>Total Kittens 4 Months Max</b>		<b>121</b>	<b>127</b>	<b>74</b>
Crisis Care	<b>Total Crisis Care</b>	<b>27</b>	<b>17</b>	<b>12</b>	
Upper Respiratory Cats		<b>84</b>	<b>71</b>	<b>88</b>	
Kennel Cough Dogs	<b>Total Kennel Cough Dogs</b>	<b>1</b>	<b>2</b>	<b>1</b>	
<b>*Adoptions *Includes Freeland Adopt.Ctr</b>		<b>Total Adoptions</b>	<b>368</b>	<b>334</b>	<b>314</b>

# ATTACHMENT C

## Historical City Animal Control Services BUDGET Data -- 2009

expstat.rpt 11:03AM  
08/17/2012  
Periods: 0 through 13

### Expenditure Status Report

City of Oak Harbor  
1/1/2009 through 12/31/2009

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Pct Used
<b>001</b>	<b>CURRENT EXPENSE</b>					
<b>52</b>	<b>ANIMAL CONTROL</b>					
001.52.539	OTHER ENVIRONMENTAL SERVICES					
001.52.539.030	ANIMAL CONTROL					
001.52.539.030.1100	SALARIES & WAGES	47,679.00	49,120.00	0.00	-1,441.00	103.02
001.52.539.030.1200	OVERTIME	2,430.00	64.51	0.00	2,365.49	2.65
001.52.539.030.2100	BENEFITS	16,535.00	18,224.16	0.00	-1,688.16	110.21
001.52.539.030.3100	OFFICE & OPERATING SUPPLIES	1,000.00	390.70	0.00	609.30	39.07
001.52.539.030.3500	SMALL TOOLS & MINOR EQUIPMENT	500.00	181.49	0.00	318.51	36.30
001.52.539.030.4100	PROFESSIONAL SERVICES	87,550.00	84,999.96	0.00	2,550.04	97.09
001.52.539.030.4200	COMMUNICATIONS	675.00	392.01	0.00	282.99	58.08
001.52.539.030.4300	TRAVEL	515.00	0.00	0.00	515.00	0.00
001.52.539.030.4700	UTILITY SERVICES	12,150.00	7,232.28	0.00	4,917.72	59.52
001.52.539.030.4800	REPAIRS AND MAINTENANCE	411.00	3,454.59	0.00	-3,043.59	840.53
001.52.539.030.4900	MISCELLANEOUS	1,000.00	3,573.60	0.00	-2,573.60	357.36
001.52.539.030.4905	WAFI LICENSE SALES FEE	250.00	0.00	0.00	250.00	0.00
001.52.539.030.8800	INTRFUND REPAIRS & MAINTENANCE	2,000.00	1,840.06	0.00	159.94	92.00
001.52.539.030.9900	OTHER ENVIRONMENTAL SERVICES	200.00	380.47	0.00	-180.47	190.24
Total	ANIMAL CONTROL	172,895.00	169,853.83	169,853.83	3,042.17	98.24
001.52.539.038	INTERFUND CHARGES					
001.52.539.038.9800	INTRFUND REPAIRS & MAINTENANCE	6,820.00	8,731.00	0.00	-1,911.00	128.02
001.52.539.038.9900	INTRFUND EQUIP REPLACE CONTRIBUTIONS	6,014.00	6,012.00	0.00	2.00	99.97
001.52.539.038.9905	INTRFUND TECHNOLOGY CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
Total	INTERFUND CHARGES	12,834.00	14,743.00	14,743.00	-1,909.00	114.87
Total	OTHER ENVIRONMENTAL SERVICES	185,730.00	184,596.83	184,596.83	1,133.17	99.39
001.52.594	CAPITAL EXPENDITURES					
001.52.594.019	MISC GENERAL GOVERNMENT					
001.52.594.019.6100	LAND & LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
001.52.594.019.6300	OTHER IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
001.52.594.019.6400	MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00
Total	CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Total	CURRENT EXPENSE	185,730.00	184,596.83	184,596.83	1,133.17	99.39
<b>Grand Total</b>		<b>185,730.00</b>	<b>184,596.83</b>	<b>184,596.83</b>	<b>1,133.17</b>	<b>99.39</b>

# ATTACHMENT C

## Historical City Animal Control Services BUDGET Data -- 2010

expstat.rpt 11:04AM  
 08/17/2012  
 Periods: 0 through 14

### Expenditure Status Report

City of Oak Harbor  
 1/1/2010 through 12/31/2010

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Pct Used
<b>001</b>	<b>CURRENT EXPENSE</b>					
<b>52</b>	<b>ANIMAL CONTROL</b>					
001.52.539	OTHER ENVIRONMENTAL SERVICES					
001.52.539.030	ANIMAL CONTROL					
001.52.539.030.1100	SALARIES & WAGES	50,830.00	51,336.00	0.00	-506.00	101.00
001.52.539.030.1200	OVERTIME	2,430.00	0.00	0.00	2,430.00	0.00
001.52.539.030.2100	BENEFITS	17,576.00	18,679.62	0.00	-1,103.62	106.28
001.52.539.030.3100	OFFICE & OPERATING SUPPLIES	1,020.00	891.34	0.00	128.66	87.39
001.52.539.030.3500	SMALL TOOLS & MINOR EQUIPMENT	510.00	0.00	0.00	510.00	0.00
001.52.539.030.4100	PROFESSIONAL SERVICES	87,550.00	85,094.96	0.00	2,455.04	97.20
001.52.539.030.4200	COMMUNICATIONS	690.00	428.57	0.00	261.43	62.11
001.52.539.030.4300	TRAVEL	515.00	0.00	0.00	515.00	0.00
001.52.539.030.4700	UTILITY SERVICES	12,716.00	8,874.39	0.00	3,841.61	69.79
001.52.539.030.4800	REPAIRS AND MAINTENANCE	411.00	502.20	0.00	-91.20	122.19
001.52.539.030.4900	MISCELLANEOUS	1,000.00	1,500.26	0.00	-500.26	150.03
001.52.539.030.4905	WAIV LICENSE SALES FEE	250.00	0.00	0.00	250.00	0.00
001.52.539.030.9800	INTRFUND REPAIRS & MAINTENANCE	2,040.00	1,173.16	0.00	866.84	57.51
001.52.539.030.9900	OTHER ENVIRONMENTAL SERVICES	200.00	0.00	0.00	200.00	0.00
<b>Total</b>	<b>ANIMAL CONTROL</b>	<b>177,738.00</b>	<b>168,480.50</b>	<b>168,480.50</b>	<b>9,257.50</b>	<b>94.79</b>
001.52.539.038	INTERFUND CHARGES					
001.52.539.038.9800	INTRFND REPAIRS & MAINTENANCE	7,025.00	11,789.96	11,789.96	-4,764.96	167.83
001.52.539.038.9900	INTRFUND EQUIP REPLACE CONTRIBUTIONS	6,014.00	6,012.00	6,012.00	2.00	99.97
001.52.539.038.9905	INTRFND TECHNOLOGY CONTRIBUTIONS	0.00	2,743.00	2,743.00	-2,743.00	0.00
<b>Total</b>	<b>INTERFUND CHARGES</b>	<b>13,039.00</b>	<b>20,544.96</b>	<b>20,544.96</b>	<b>-7,505.95</b>	<b>157.57</b>
<b>Total</b>	<b>OTHER ENVIRONMENTAL SERVICES</b>	<b>190,777.00</b>	<b>189,025.46</b>	<b>189,025.46</b>	<b>1,751.54</b>	<b>99.08</b>
001.52.594	CAPITAL EXPENDITURES					
001.52.594.019	MISC GENERAL GOVERNMENT					
001.52.594.019.6100	LAND & LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
001.52.594.019.6300	OTHER IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
001.52.594.019.6400	MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>CAPITAL EXPENDITURES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total</b>	<b>CURRENT EXPENSE</b>	<b>190,777.00</b>	<b>189,025.46</b>	<b>189,025.46</b>	<b>1,751.54</b>	<b>99.08</b>
<b>Grand Total</b>		<b>190,777.00</b>	<b>189,025.46</b>	<b>189,025.46</b>	<b>1,751.54</b>	<b>99.08</b>

# ATTACHMENT C

## Historical City Animal Control Services BUDGET Data -- 2011

expstat.rpt  
08/17/2012 11:04AM  
Periods: 0 through 14

### Expenditure Status Report

City of Oak Harbor  
1/1/2011 through 12/31/2011

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Pct Used
001	CURRENT EXPENSE					
52	ANIMAL CONTROL					
001.52.539	OTHER ENVIRONMENTAL SERVICES					
001.52.539.030	ANIMAL CONTROL					
001.52.539.030.1100	SALARIES & WAGES	51,268.00	51,336.00	51,336.00	-68.00	100.13
001.52.539.030.1200	OVERTIME	430.00	0.00	0.00	430.00	0.00
001.52.539.030.2100	BENEFITS	20,569.00	20,133.20	20,133.20	435.80	97.58
001.52.539.030.3100	OFFICE & OPERATING SUPPLIES	2,200.00	883.12	863.12	1,336.88	39.23
001.52.539.030.3500	SMALL TOOLS & MINOR EQUIPMENT	400.00	1,057.43	1,057.43	-657.43	264.36
001.52.539.030.4100	PROFESSIONAL SERVICES	85,580.00	85,044.96	85,044.96	535.04	99.37
001.52.539.030.4200	COMMUNICATIONS	500.00	475.72	475.72	24.28	95.14
001.52.539.030.4300	TRAVEL	300.00	0.00	0.00	300.00	0.00
001.52.539.030.4700	UTILITY SERVICES	11,000.00	10,827.67	10,827.67	172.33	98.43
001.52.539.030.4800	REPAIRS AND MAINTENANCE	2,600.00	199.83	199.83	2,400.17	7.69
001.52.539.030.4900	MISCELLANEOUS	1,650.00	1,858.15	1,858.15	-208.15	112.62
001.52.539.030.4905	WAIF LICENSE SALES FEE	0.00	0.00	0.00	0.00	0.00
001.52.539.030.9800	INTRFUND REPAIRS & MAINTENANCE	1,800.00	1,888.12	1,888.12	-88.12	104.90
001.52.539.030.9900	OTHER ENVIRONMENTAL SERVICES	200.00	40.65	40.65	159.35	20.33
Total	ANIMAL CONTROL	178,497.00	173,724.85	173,724.85	4,772.15	97.33
001.52.539.038	INTERFUND CHARGES					
001.52.539.038.9800	INTRFUND REPAIRS & MAINTENANCE	1,036.00	6,997.00	6,997.00	-5,961.00	675.39
001.52.539.038.9900	INTRFUND EQUIP REPLACE CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
001.52.539.038.9905	INTRFUND TECHNOLOGY CONTRIBUTIONS	3,472.00	3,468.00	3,468.00	4.00	99.88
Total	INTERFUND CHARGES	4,508.00	10,465.00	10,465.00	-5,957.00	232.14
Total	OTHER ENVIRONMENTAL SERVICES	183,005.00	184,189.85	184,189.85	-1,184.85	100.65
001.52.594	CAPITAL EXPENDITURES					
001.52.594.019	MISC GENERAL GOVERNMENT					
001.52.594.019.6100	LAND & LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
001.52.594.019.6300	OTHER IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
001.52.594.019.6400	MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00
Total	CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Total	CURRENT EXPENSE	183,005.00	184,189.85	184,189.85	-1,184.85	100.65
Grand Total		183,005.00	184,189.85	184,189.85	-1,184.85	100.65