

Request for Proposal

Public Animal Shelter and Adoption Program

Solicitation Number 2012200082

Due Date and Time:
Monday, May 21, 2012
2:30 PM

CITY OF EUGENE



Central Services

Finance Division/Purchasing
100 West 10th Avenue, Suite 400
Eugene, Oregon 97401
Telephone: (541) 682-5055
Fax: (541) 682-6233
Office Hours: 8 am – 12 pm; 1 – 5 pm
Closed from 12:00 to 1:00 pm

I. INVITATION TO SUBMIT PROPOSALS

CITY OF EUGENE
INVITATION TO SUBMIT PROPOSALS
Solicitation Number 2012200082

Notice to Offerors

Sealed proposals for **Public Animal Shelter and Adoption Program** for the City of Eugene will be accepted by the Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 until Monday, May 21, 2012, 2:30 PM. Proposals will be opened immediately thereafter and a record of proposals received will be made. Proposals will not be accepted after the proposal closing time and date. Proposals shall be valid for 90 days after opening unless otherwise specified in the specifications. This Invitation to Submit Proposals does not commit the City to pay any costs incurred by any offeror in the submission of a proposal.

Project Description

In general, work includes provision a public animal shelter and adoption program to include animal shelter, adoption and related services per specifications.

Solicitation Documents

Solicitation documents may be examined at the City of Eugene Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 or electronically on the eBid system at:

<https://customer.ionwave.net/eugene-or>

If you are interested in submitting a proposal and have obtained a copy of this solicitation outside of the eBid system, you must register on the eBid system linked above and view the solicitation documents there to ensure that you are added to the plan holder's list and will receive notification of future addenda. The City is not responsible for distributing documents to those not on the plan holder's list. Failure to register and view the solicitation within eBid may cause an offeror to be deemed non responsive.

Submission:

Vendors must submit a total of 1 original proposal and 5 copies of the proposal directly to the City's Purchasing Office at 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 before the due date and time specified in the request for proposal.

Pre-Closing Meeting

An optional pre-closing meeting will be held in the current Lane County Animal Shelter (LCAS) located at 3970 W. 1st Ave., Eugene, Oregon 97402 at 9:30 a.m. on Monday, April 30, 2012. The purpose of this meeting will be to tour the shelter facility, discuss the vision for the contract and answer questions from potential offerors.

Dated: April 16, 2012

Heather Nelson
Purchasing Analyst
City of Eugene
541.682.5056

II. INSTRUCTIONS TO OFFERORS

1.0 PROPOSAL FORM

- 1.1. Proposals shall be submitted on forms identical to the form provided by the City. The offeror shall make no alterations or additional stipulations on the proposal form nor qualify the proposal in any other manner. Alteration of any part of the proposal form content will cause the proposal to be considered non-responsive.
- 1.2. All blanks on the proposal form shall be filled in electronically, by typewriter or manually, in ink. Mistakes must be crossed out and corrections typed or written in ink and initialed by the party signing the proposal. No erasures are permitted. The omission of any required information or forms may invalidate a proposal.
- 1.3 Complete sets of request for proposal documents shall be used in preparing proposals. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of request for proposal documents.

2.0 SUBMISSION

- 2.1 Deliver proposals to the City of Eugene Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 prior to the due date and time indicated in the Invitation to Submit Proposals or any extension thereof made by addendum. Proposals must be in sealed envelopes and marked with the following information:

RFP Number
RFP Title
Due Day, Date & Time
Company Name

- 2.2 Offeror is responsible for submitting their proposal prior to the closing date and time. Late proposals will not be accepted. Proposals received after the scheduled closing time for filing will be returned to the offeror unopened.
- 2.3 Oral, telephonic, telegraphic, or faxed proposals are invalid and will not be considered.
- 2.4 For purposes of review and in the interest of sustainability, the City encourages the use of submittal materials that contain postconsumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Offerors are encouraged to print and copy on both sides of a single sheet of paper whenever possible. Color is acceptable, but content should not be lost by black-and-white scanning or copying.

3.0 PROPOSAL MODIFICATIONS

- 3.1 Any questions, clarifications, modifications, or substitutions of the specifications or contract shall be delivered to the buyer, on the form titled "SOLICITATION QUESTION, CLARIFICATION, MODIFICATION & SUBSTITUTION FORM" attached to this solicitation, no less than five (5) calendar days PRIOR to the solicitation closing, and submitted separately from the solicitation response. Contents of questions,

clarifications, modifications, or substitutions should include a reference to the page or item being addressed, the reason and any proposed alterations. Questions, clarifications, modifications, or substitutions included with the response to the solicitation may cause it to be considered non-responsive.

- 3.2 Whenever a process is designated or a manufacturer's name, brand, or item is designated or described, it shall be understood that the words, "or equal" follow such name, designation, or description, whether in fact they do so or not, unless no substitution is stated in the specifications. Submit to the buyer no later than five (5) calendar days prior to the proposal closing intent to offer an approved equal. Include detailed specifications, cut-sheets, and modifications necessary that would make the proposed item equal to the desired specifications.
- 3.3 Approval of alternate materials and equipment shall rest solely with the City and all offerors shall be notified of such approval by addenda prior to the request for proposal opening.
- 3.4 If a prospective bidder, proposer or offeror believes that the procurement process is contrary to law or that this solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name, the prospective bidder, proposer or offeror may file a protest with the City. Protests must be submitted in writing to the City's Purchasing Manager, Mia Cariaga, no less than ten (10) days prior to solicitation closing. The protest should be delivered in an envelope that is clearly identified as a protest, marked with the protester's name and sufficient information to identify the solicitation being protested. Faxed protests shall not be accepted. The Purchasing Manager shall consider the protest if it is timely filed in accordance with City of Eugene Administrative Order 44-08-06-F, Public Contracting Regulations, Section 13.1, those regulations requiring that protests contain the following information: sufficient information to identify the solicitation that is the subject of the protest; the grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name; evidence or supporting documentation that supports the grounds on which the protest is based; and the relief sought. The Purchasing Manager shall issue a decision on the protest no fewer than three (3) business days before the solicitation closing, unless a written determination is made by the Purchasing Manager that circumstances exist that justify a shorter time limit.

The Purchasing Manager's decision may be appealed to the City Manager by notifying the City Manager of the intent to appeal within three (3) business days after the date on which the Purchasing Manager sends her decision to the protestor's electronic or postal address specified in the written protest. The decision of the City Manager, or if no appeal is made to the City Manager, of the Purchasing Manager, shall be the final determination of the City on the protest.

- 3.5 Any written addendum issued which includes changes, corrections, additions, interpretations, or information, and issued more than seventy-two (72) hours before the scheduled closing time for filing proposals, shall be binding upon the offeror.
- 3.6 Proposals may be modified by written notification on company letterhead signed by an authorized person, stating that the new document supersedes or modifies the prior proposal.

- 3.7 Proposals may be withdrawn by written notification on company letterhead signed by an authorized person and received prior to the time and date set for closing.

4.0 CONSIDERATION OF PROPOSALS

- 4.1 Proposals will be opened publicly at the City of Eugene Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 at the due date and time indicated in the Invitation to Submit Proposals or any extension thereof made by addendum. Offerors and other interested parties are invited to be present at the opening; however, the identity of the successful offeror will not be determined at the opening time.
- 4.2 The City shall have the right to reject any proposal that attempts to change any contract term or condition, or that does not evidence the offeror's intent to abide by the specifications, or that does not otherwise comply with all requirements set forth in the request for proposal documents or in the Oregon Public Contracting Code.
- 4.3 The City may, in its discretion, reject any or all proposals and/or cancel or delay or suspend the request for proposal or award at any time prior to execution of the contract upon the City's determination that it is in the public interest to do so.
- 4.4 It is the intent of the City to award a contract based on evaluation factors contained in the proposal, provided the proposal has been submitted in accordance with the requirements of the request for proposal documents, and does not exceed the funds available.
- 4.5 Unless otherwise provided in the request for proposal documents, the City shall provide written notice by regular mail or facsimile of the City's intent to award the contract. The notice of intent to award shall not be final until the later of the following:
 - a. Seven (7) calendar days after the date of the notice, unless a longer period to file a protest of award is provided in the request for proposal documents.
 - b. Until the Purchasing Manager provides a written response to all timely filed protest, if any, that denies the protest and affirms the award; or until any appeal of the Purchasing Manager's decision regarding a protest has been reviewed by the City Manager.

Offerors may protest the notice of intent to award the contract in accordance with City of Eugene Administrative Order 1415, Public Contracting Regulations, Section 13.2.

5.0 MATERIAL PURCHASES

- 5.1 The price offered must be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished upon request. Packing and transportation expenses are the responsibility of the offeror. All prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, delivered and unloaded at delivery address listed.
- 5.2 Include complete standard warranty information and factory specifications on the equipment offered. For the warranty, include the length of time, covered components, repair site (city or contractor site) and availability of parts and service not covered

under the warranty. If an extended warranty is available, include the details of the extended warranty.

- 5.3 The City shall give preference to materials and supplies manufactured from recycled materials when available at a cost no greater than five (5) percent above the cost of comparable products manufactured from virgin materials. Subsequent contract or purchase order award will be based on these criteria and may contain applicable standard contract provisions as required by law.

6.0 PUBLIC RECORDS

- 6.1 This request for proposal and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the City of Eugene Purchasing Office and made a part of a file or record which shall be open to public inspection. If a proposal contains any information that is considered trade secret under ORS 192.501(2), each sheet of such information must be marked with the following;

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

- 6.2 The above restrictions may not include cost or price information which must be open to public inspection.

III. PROPOSAL SCHEDULE

The following is the anticipated schedule for submission and review of proposals, negotiations and certain post-contract activities. The anticipated schedule is subject to change by the City as required to suit the needs of the overall project. **Any change to the submittal deadline will be done by an addendum to the RFP.**

ACTIVITY	DATE
▪ Request for Proposals issued	April 16, 2012
▪ Pre-Closing Meeting	April 30, 2012
▪ Deadline for requests for changes	May 16, 2012
▪ Deadline for issuing addenda to RFP	May 18, 2012
▪ RFP CLOSING & Public Opening of Proposals <i>Submit proposals no later than 2:30 PM *</i>	May 21, 2012
▪ Initial review of Proposals Evaluate written proposals Determine Short List Finalists	May 28- June 1, 2012
▪ Notification of Short List Finalists**	June 4, 2012
▪ Short List Offeror Evaluation & Negotiations	June 12-15, 2012
▪ Notice of Intent to Award***	June 18, 2012

*If the City receives a request for change or protest from an Offeror in accordance with the instructions in this RFP, the City may extend the Solicitation Closing date as necessary to consider whether to issue an addendum. The City also reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The contract shall become effective upon execution by the City.

**The City may decide to forego evaluation of a Short List and award the contract to the highest rated Offeror from evaluation of written proposals, subject to satisfactory agreement as to preliminary design, budget, and remaining unresolved contract issues.

***Notice of intent to award will only be given to Offerors who are Short List Finalists and shall be made after completion of the short list proposal evaluation process.

IV. REQUIREMENTS / SPECIFICATIONS

Through this Request for Proposal (RFP), the City of Eugene (City) seeks to establish a contract for public shelter and adoption services, to include animal shelter, adoption and related services for companion animals. "Companion animals" include dogs, cats, small pets such as rabbits, hamsters, guinea pigs, and other legally domesticated animals, but does not include livestock, exotic animals, feral animals or wildlife.

The City of Springfield and Lane County are authorized to purchase from the resultant contract as Purchasing Contracting Agencies if they so elect. Each jurisdiction will be responsible for the negotiation of their own agreement with the selected Contractor. In regard to Purchasing processes and procedures outlined in previous and subsequent sections, "City" shall mean only the City of Eugene, acting as the main and administering contracting agency for this solicitation.

1.0 INTRODUCTION

Lane County Animal Services (LCAS) currently provides animal code enforcement and field services, dog licensing, shelter, adoption and related services to Lane County and the City of Eugene. LCAS also currently provides only shelter, adoption and related services to the City of Springfield. Projected budget shortfalls have led the jurisdictions to determine that LCAS cannot sustain its existing service model, which currently is supported through funding from Lane County and through contracts with the cities of Eugene and Springfield.

Each jurisdiction is committed to maintaining a high standard for animal safety and welfare and to continuing to provide animal services in our community. These services will be transitioned from the current service model to one in which Lane County, City of Springfield and the City of Eugene are each individually responsible for their own animal code enforcement and field services, licensing and related services, while shelter, adoption and related services will be obtained under separate contracts between each jurisdiction and a community partner. The existing public shelter facility at 3970 W. 1st Ave. in Eugene will be available for use by the new contractor of the public shelter and adoption program. Current animal services, including code enforcement, field services, dog licensing, shelter, adoption and related services, will continue throughout the transition, which will be implemented beginning July 1, 2012.

The City of Eugene currently distributes low-income spay/neuter vouchers to eligible city residents and operates a low-cost spay and neuter clinic located in the LCAS public shelter and adoption facility, voucher administration and services provided by the City Spay/Neuter Clinic are not part of the transition plan and are not included in this Request for Proposals.

Additional information regarding current services may be accessed from the following websites:

- www.eugene-or.gov/animalservices
- <http://www.lanecounty.org/Departments/HHS/LCAS/Pages/default.aspx>

2.0 HISTORICAL DATA

The following data is a summary of monthly LCAS reports on actual impoundments for each jurisdiction for fiscal year 2010 (FY10) and 2011 (FY11). This data can be used to estimate the approximate number of animals that each jurisdiction may require to be sheltered in FY13.

		FY10 Impounds	FY11 Impounds
Eugene	Cats	465	394
	Dogs	648	614
	Other Animals*	39	23
	Eugene Total	1152	1031
Spfld.	Cats	27	7
	Dogs	264	258
	Other Animals*	4	1
	Spfld. Total	380	266
Lane Co.	Cats	168	225
	Dogs	383	364
	Other Animals*	4	7
	Lane Co. Total	555	596

*"Other Animals" include companion animals other than dogs and cats as well as livestock. Livestock, exotics, ferals and wildlife will not be included in the scope of work of the contracts that results from this solicitation.

3.0 SHELTER AND ADOPTION FEES

Shelter and adoption fees are to stay consistent with current fees established by LCAS for the first contract year and may be reviewed by Contractor and jurisdiction on an annual basis. Current fees are listed in the table below:

Activity	Fee per Incident or Activity
First Impoundment Incident*	\$25.00
Second Impoundment Incident	\$50.00
Third and Subsequent Impoundment Incidents	\$100.00
Daily Care Per Day Maximum	\$12.00
Dog Adoption	\$130.00
Cat Adoption	\$90.00

*If a dog is displaying a current license, and is redeemed by owner within the first business day and it is the first time within a 12 month period there are no impound fees.

4.0 EXISTING PUBLIC SHELTER FACILITY

The existing public shelter facility at 3970 W 1st Avenue may be used by the awarded contractor. Contractor will be responsible for electricity, water, garbage and other utility costs, janitorial services, routine maintenance and repair of the interior of the premises, including all interior walls, doors, ceilings, floors, re-lamping of fixtures, interior and exterior glass, windows and fixtures cleaning, as well as routine maintenance of the landscape in accordance with the City of Eugene Integrated Pest Management program. However, capital and preventative maintenance for roof, heating and cooling (HVAC) systems, fire and life safety equipment, built-in appliances, building security systems, general electrical connections, main plumbing and sewer lines, main gas line, electrical wiring, any State of Oregon permitted equipment and load bearing elements of the buildings will not be the responsibility of the Contractor. Monthly utilities currently average about \$2,300 per month. If you are interested in using this facility for the public shelter and adoption program please note this in your proposal.

The facility includes:

- 30 main inside dog kennel runs, 9 extra outdoor kennel runs, 6 separate exercise/ meet and greet yards, 3 inside isolation kennel runs for health needs.
- 40 cat cages and 10 extra isolation cat cages for health issues.
- Office space.
- 1 lawn mower and several water hoses.
- A small industrial dishwasher for pet bowls.
- Brand new industrial Wascomat washer and dryer.

The optional pre-closing meeting at the public shelter at 9:30 a.m. on Monday, April 30, 2012 will give potential offerors the opportunity to tour the facility with jurisdiction staff.

5.0 SCOPE OF SERVICES

The points below describe service expectations based upon current practices and input provided by the public. The awarded contractor shall perform the service in adherence to these guidelines.

5.1 Public Shelter and Adoption Program Operation

- a. Shelter and adoption facilities must be within or a convenient distance from Eugene/Springfield metro area.
- b. Shelter and adoption facilities shall be kept secure.
- c. Contractor will establish convenient public hours of access, including weekend hours.
- d. Animals in the public shelter and adoption program will be treated with care and respect, and provided a clean, comfortable and healthy environment. Programming will be provided to minimize stress levels, and address social and exercise needs. The health and welfare of the animals is a foremost consideration.
- e. The contractor of the public animal shelter and adoption program will develop and follow a clear set of protocols regarding shelter admission and intake procedures, care and welfare of animals, employee conduct and shelter and adoption operations.
- f. The contractor of the public shelter and adoption program will be familiar with the "Guidelines for Standards of Care in Animal Shelters", published by the Association of Shelter Veterinarians.
- g. Employees will have training or experience appropriate to their positions.

5.2 Animal Intake

- a. All companion animals impounded by the contracting jurisdiction and delivered to the public shelter and adoption program shall be accepted.
- b. Stray companion animals delivered to the public shelter and adoption program by residents shall be accepted up to shelter capacity as negotiated with contracting jurisdiction.
- c. Dogs are to be accepted without breed-specific barriers.
- d. Each animal will be assessed upon arrival in regard to physical condition, medical needs and initial behavioral observations.
- e. Veterinary services will be available at the shelter and adoption facility to perform medically necessary treatments within available resources.
- f. Animals will be vaccinated, treated for fleas and worms, and groomed as necessary for the animal's health and comfort.

- g. Animals in medical distress upon pick-up will be treated by the jurisdiction and will be in a medically stable condition before being brought to the shelter and adoption facility. Aftercare will be the responsibility of the contractor.
- h. An animal that is dangerous or potentially carrying highly infectious disease that may threaten the health and safety of other animals or humans may be accepted if suitable quarantine areas are available.
- i. Kittens, puppies and other young animals will be placed in foster settings as soon as possible.
- j. Animals will be assigned housing with consideration for species, sex, whether fertile, medical condition, behavior and temperament.
- k. Animals will be held in accordance with the contracting jurisdictions' codes prior to eligibility for adoption, transfer to another animal welfare agency or placement with a rescue group. Minimum holding requirements are as follows.
 - i. Dogs that are unlicensed or for which the owners is unknown shall be held for 72 hours before being eligible for adoption or transfer.
 - ii. If a dog's owner is known, the owner must be notified within 24 hours and the dog must be held for 120 hours after notification to the owner before being eligible for adoption or transfer.
 - iii. Holding requirements for cats and other animals is 72 hours, the same as for unlicensed dogs.
 - iv. Animals classified as potentially dangerous or under legal holds are subject to additional holding requirements.

5.3 Administration

- a. Public shelter and adoption services will be operated according to a program budget within the amount specified in the resultant contract. However, donations and shelter fee and adoption revenues in excess of the projected amount specified in the contract will be revenue to the contractor in addition to the contract amount.
- b. Good recordkeeping and tracking of individual animals in the public shelter and adoption program will be maintained.
- c. Financial accounting of the public shelter and adoption program will be separate from other financial activity of shelter and adoption contractor.
- d. The contractor of the public shelter and adoption program will coordinate with the City to achieve seamless and efficient data management across shelter, adoption, enforcement and licensing programs.

5.4 Community Partnerships and Involvement

- a. Volunteers and foster families will be an important part of the public shelter and adoption program. Participation in the program will be encouraged, and recruitment, screening, training and retention of fostering and shelter and adoption volunteers will be provided by Contractor.
- b. A plan to encourage and receive donations will be developed and maintained by Contractor.
- c. Partnerships with community groups, veterinary service providers, other animal welfare agencies and rescue groups will be developed and maintained by Contractor.

5.5 Euthanasia

- a. Contractor should make every effort not to euthanize any healthy animal.
- b. An average live release rate for dogs and cats of 90% or higher will be the goal of the Contractor

- c. The shelter and adoption contractor will make reasonable attempts to locate suitable community resources including rehabilitative or training resources, placing the animal with a rescue agency or transferring the animal to another animal welfare agency prior to making a determination to euthanize the animal.
- d. Contractor will develop and follow a clear protocol on the use of euthanasia.
- e. Euthanasia using the most modern and humane method available is to be carried out by certified Euthanasia Technicians under the provisions established by Oregon law.

5.6 Customer Services

- a. Good customer service is a priority.
- b. Public lost and found reporting opportunities will be provided.
- c. Dog license sales and distribution of low-income spay/neuter vouchers will be provided as a service if the contracting jurisdiction requires the Contractor to do so. License and voucher programs will be administered by the contracting jurisdiction, which will provide licenses and vouchers to Contractor for sale or distribution. Revenue from license sales will be remitted to the contracting jurisdiction as specified in the contract.

5.7 Adoption, Placement or Transfer of Animals

- a. Every reasonable effort shall be made to identify each animal's owner and return the animal to its owner prior to release of the animal through adoption, placement with a rescue agency or transfer to an animal welfare agency.
- b. An animal that has been released from the public shelter and adoption program through adoption will no longer be the responsibility of the public shelter and adoption program.
- c. Adoption is to be promoted through a variety of outreach strategies including advertising, internet and offsite events.
- d. Cats and dogs are to be spayed or neutered and microchipped as a condition of adoption.
- e. Adult dogs within Lane County are to be licensed prior to release from the public shelter and adoption program. Licenses will be provided by the contracting jurisdiction.
- f. The contractor will notify the contracting jurisdiction if any animals that are transferred to another animal welfare agency, foster family or placement with a rescue agency are deemed to be non-adoptable and/or will be euthanized for any reason to determine if the animal should be returned to the public shelter and adoption program.

5.8 Reporting Requirements

- a. Contractor will maintain data management and use of appropriate software to allow for effective data management in cooperation with contracting jurisdiction.
- b. Monthly reports on the public shelter and adoption program's activities and disposition of animals will be made by Contractor to contracting jurisdiction and will be available to the public. Reports will include the following data for dogs, cats and other animals:
 - Number of impounded animals received from animal code enforcement and field services
 - Number of stray animals accepted from residents
 - Number of animals returned to owners
 - Number of animals adopted
 - Amount of shelter and adoption fees paid

- Number and destinations of animals transferred out of shelter to other animal welfare agencies or placed with rescue groups
 - Number of animals stolen
 - Number of animals that are dead upon arrival
 - Number of animals that died while in care of the shelter
 - Number of animals euthanized and reason for euthanasia
 - Live Release Rate
 - Summary of donations received
 - Number of volunteer hours contributed
 - Other data as requested
- c. In coordination with the contracting jurisdiction, Contractor will provide current content for Contractor managed website to provide timely public access to information concerning public shelter, adoption and related services. This will include a lost and found register, information on unclaimed animals and animals available for adoption, transfer or placement, monthly data reports, opportunities for volunteer and fostering animals, and other information.

6.0 CONTRACT

The initial contract term will be for a two (2) year period with a review of contract terms and conditions at twelve months. The contract may be extended for four additional one year periods upon mutual written agreement, for a total potential contract period of six (6) years. The proposed City of Eugene sample personal services contract is included in Section IX of this RFP. The sample contract contains terms and conditions including insurance requirements.

7.0 CONTENT OF PROPOSALS

In response to this Request for Proposals, Offerors should fully answer each question in the items listed below, giving complete information regarding current and relevant references. Answers will be evaluated and scored as outlined in section V, Proposal Submittal Requirements. Please restate the question before stating the answer in your written response.

1. Structure of Agency, Experience and Qualifications:

- a. Name of agency, address, telephone number.
- b. Please describe the structure and organization of your agency.
- c. Is your agency a registered 501(c) (3) organization, public agency, or a private entity?
- d. How many years has your agency been in operation?
- e. How many personnel does your agency employ?
- f. Describe your agency's experience running an animal shelter facility.
- g. Describe your agency's experience providing adoption services.
- h. Relay your agency's experience interacting with:
 - i. public agencies,
 - ii. volunteers, and
 - iii. agencies and individuals concerned with the welfare of animals.
- i. Name the person or persons who would be directly responsible for the City of Eugene's account and describe their experience and qualifications.
 - i. Discuss their qualifications, prior experience and ability to facilitate complex contractual service needs.

- j. Provide qualifications and experience of other personnel in your agency whom you consider “key” staff that would be assigned to provide the services. Describe their roles and duties.
- k. If a registered 501(c)(3) organization, provide your agency’s Form 990 for the last two years. If your agency is not a 501(c)(3), provide financial data for the last two years in the form of tax forms or annual reports. If this information is not available, provide written explanation of why it is inaccessible.
- l. What are your live release rates for the last two years? If you do not have these rates for the last two years, explain why.
 - i. How do you calculate your live release rates?

2. Operations and Reporting

- a. Facilities:
 - i. If you are interested in utilizing the current public shelter facility, please describe how it will be utilized and plans for routine, day to day operational maintenance and minor repairs.
 - 1. If you will be using other facilities in addition to the public shelter facility, state the locations and describe the additional facilities.
 - ii. If you are not interested in utilizing the current public shelter facility, state the locations and describe the facilities that will be utilized.
- b. How will your agency provide additional shelter and adoptions services capacity required by potential agreements with City of Eugene, City of Springfield and Lane County? Include information on physical shelter capacity and staffing.
- c. Describe how your agency will accomplish the following goals while operating shelter facilities under contract with the jurisdiction:
 - i. Treating the animals with respect and making their health and welfare a foremost consideration.
 - ii. Providing the animals a clean, comfortable and healthy environment.
 - iii. Addressing the animals’ social and exercise needs.
 - iv. Maintaining a low stress facility for the animals.
- d. How will you create a comfortable environment for potential adopters, volunteers and staff?
- e. Describe your agency’s ability to euthanize and dispose of euthanized animals.
- f. What level of access will you have to a qualified veterinarian and veterinarian technician?
 - i. What hours will they be available at the facility?
 - ii. If there will not be access to a veterinarian or veterinarian technician at the facility, how will animals be assessed physically upon arrival and cared for medically while in your care?
- g. Will your business be able to accommodate convenient public access hours of operation, including weekend hours? Relay your intended hours of operation.
- h. Detail your timeline for implementation of the services outlined in the specifications if awarded the contract.
- i. What is your capacity to quarantine animals for observation, and what procedures will you use to track custody location, changes in physical condition, and human or other interactions for any animals held as evidence in criminal cases, including abuse, neglect, or vicious animal cases?
- j. Describe how your agency will provide public accountability for the disposition of animals sheltered under the agreements with City of Eugene, City of Springfield and Lane County.

- k. What software application or other information systems will you use to track animals sheltered and adopted? Describe its ability to allow for public access to view and post lost & found animals, and view adoptable animals and disposition of sheltered animals.
- l. Describe how your agency will keep a detailed inventory of animals, including but not limited to individual identifying code or name, date of intake, type, breed, sex, whether fertile, license if any, microchip information if any, vaccination records, from whom received, owners name if known, notation of animal code citations, medical or rehabilitate treatments provided, and whether adopted, transferred, placed with a rescue agency or euthanized, as well as reason for disposition.
- m. Describe your capability and experience in providing monthly electronic reports consistent with the required data described in 5.8 Reporting Requirements, item b starting on page 12 of this solicitation.
- n. Relay your strategy for providing public transparency within operations.

3. **Service Approach:**

- a. What is your agency's animal care, sheltering and adoption philosophy?
 - i. Describe how your agency plans to implement a "save adoptable animals" philosophy in shelter operations. For more information on the "save adoptable animals" approach, refer to the Save Adoptable Animals report under Shelter Reports on the following LCAS site:
<http://www.lanecounty.org/Departments/HHS/LCAS/Pages/default.aspx>
- b. Describe the animal rehabilitation programs your agency would use while providing services. Include medical and behavioral rehabilitation programs.
- c. State how you would screen adoption families.
- d. How will you encourage and advertise adoption opportunities?
- e. Discuss how your agency will transition adoptable animals to their new homes.
- f. What approach would your agency take on the fostering of animals?
- g. Does your agency have experience working with companion animals including cats, dogs and small animals? Are there companion animals for which your agency would not be able to provide services?
- h. Disposition of the animals will be at the discretion of the public shelter program contractor. What criteria will you use to determine suitability of an animal for adoption, transfer to other animals welfare agencies, placement with rescue groups or euthanasia?

4. **Community Involvement**

- a. How would you engage with and provide outreach to the community at large?
- b. Describe your agency's use of volunteers, foster homes and work with rescue organizations.
- c. How will you recruit, train and utilize community volunteers and foster families?
- d. How will you develop and maintain community partnerships with other animal welfare organizations, rescue groups.
- e. How will you screen foster families before placing animals with them?
- f. Do you have a current foster and volunteer base? If so, how many contacts are within each?

5. **Cost Proposal**

The City is requesting three separate cost proposals; one for the City of Eugene, one for City of Springfield and one for Lane County. The City will score pricing provided for the City of Eugene only. The remaining two cost proposals shall be provided for informational

purposes and to inform the Purchasing Contracting Agencies in the event that they wish to establish contracts based on this RFP. Take into consideration anticipated adoption fees, impound fees and other revenue for the project. If you are planning on utilizing the current public shelter, include any budget implications of the use of this facility.

- a. **City of Eugene:** Provide a base annual cost proposal for public shelter and adoption services for the City of Eugene considering that the City's maximum budget is \$310,000 annually for animals impounded by the City or brought to the shelter by Eugene city residents. The City intends that the shelter and adoption program contractor will retain all shelter and adoption fees paid for animals that originated from the City of Eugene as additional compensation to the contractor of the public shelter and adoption program. Based on 2010 and 2011 data, average annual shelter and adoption fee revenue was \$50,000.
- b. **Lane County:** Provide a base annual cost proposal for shelter and adoption services for Lane County considering that the County's maximum budget is \$115,400 for animals originating from unincorporated Lane County, whether impounded by Lane County or brought into the shelter by unincorporated Lane County residents. Lane County intends that shelter and adoption program will retain all shelter and adoption fees paid for animals originating in unincorporated Lane County as additional compensation to the contractor for the shelter and adoption program. Based on 2010 and 2011 data, average annual shelter and adoption fee revenue was \$29,700. Contractor will be responsible for developing sheltering and adoption contracts with other Lane County cities.
- c. **City of Springfield:** Provide a base annual cost proposal for shelter and adoption services for the City of Springfield considering that the City's maximum budget is \$48,000. The City intends that the shelter and adoption program contractor will accept found dogs from the City of Springfield's animal control officer(s) or other police department staff, with an agreed upon daily rate in addition to the contract for cats, should a need for emergency shelter arise. The provider may also charge reasonable shelter or adoption fees upon release of an animal to a Springfield city resident as additional compensation. Based on 2010 and 2011 data, average annual shelter and adoption fee revenue was \$14,500.

If a proposal exceeds maximum available budgets, it may still be submitted for evaluation. The individual jurisdictions reserve the right to negotiate services, cost and contract terms and conditions.

If necessary, contracts will be negotiated as applicable with Oregon Revised Statutes 236.605-236.640, Transfer of Public Employees. The cost proposals submitted by offeror should not include cost implications of this statute. If this statute is applicable to your agency and your agency is selected for award, the jurisdictions will negotiate any extra cost in addition to the cost proposals during negotiations.

6. **Contractor's Efforts toward Sustainability.** The City of Eugene is interested in products and services that have a reduced impact on human health and the environment and that more fully support communities and economies when compared to competing products and services serving the same purpose.
 - a. Report on your performance in any areas that are relevant to your agency's operations and services. Offerors may include existing reports or other company materials which demonstrate sustainability efforts. Suggested categories include:

- Green office and energy efficiency practices
 - Community engagement
 - Support for underserved populations
 - Sustainable material sourcing
 - Waste reduction and prevention (including waste management plans and reduce, reuse, and recycle tactics)
 - Water conservation measures
 - Alternative transportation practices
 - Mission-related sustainability practices/ Sustainable business policy
- b. Discuss how your agency's efforts might be incorporated into or benefit the work performed for the City.

For more information regarding sustainability in procurement, please refer to the City's Sustainable Purchasing website at <http://www.eugene-or.gov/sustainpurch>.

V. PROPOSAL SUBMITTAL REQUIREMENTS

Your proposal needs to be submitted in accordance with the submission requirements listed in Section II, Instructions to Offerors, Item 2.0 Submission. Your proposal must contain all of the information requested in the submittal category below. A completeness check will be conducted for each proposal. A complete submittal may make the Offeror a 'Responsive Offeror' to be further evaluated for possible inclusion on the Short List as described below.

Submittals:

1. **Written Response** addressing each item in Item 7.0, "Contents of Proposals" located in Section IV: Requirements/Specifications of this RFP. Please restate the question before stating the answer.
2. **Signed Standard Proposal Form.** Complete the Standard Proposal Form in Section VII. attesting to adherence with the requirements of this Request for Proposals.
3. **Financial Data.** If a registered 501(c)(3) organization, provide your agency's Form 990 for the last two years. If your agency is not a 501(c)(3), provide financial data for the last two years in the form of tax forms or annual reports. If this information is not available, provide written explanation of why it is inaccessible.
4. **Reference Form.** Offeror shall supply three references with their proposal response on the included Reference Form in Section VIII. The City reserves the right to contact companies or agencies and verify information provided.

Evaluation Criteria

Evaluation of the written response portion to the RFP will be based on a 100 point system. The possible point values are listed by each evaluation category. A committee made up of one representative each from City of Eugene, City of Springfield, and Lane County and two community members will review the responses and assign points for each category. Please see the following SECTION VI. PROPOSAL EVALUATION PROCEDURES for a summary of the complete evaluation process.

The written responses will be used to determine the Short List of Offerors for further evaluation. Items will be scored up to the maximum point value indicated in parentheses.

1. **Structure of Agency, Qualifications and Experience** (20 points)
2. **Operations and Reporting** (20 points)
3. **Service Approach** (20 points)
4. **Community Involvement** (15 points)
5. **Cost of Services** (20 points)
6. **Offeror's Efforts Toward Promoting Sustainability** (5 points)

Written Proposal Total Possible Points: 100

The agent responsible for the solicitation may contact Offerors for clarification of proposals; however no additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications. Offeror's responses to questions shall restate the question and provide the clarification requested.

VI. PROPOSAL EVALUATION PROCEDURES

A. EVALUATION OF WRITTEN PROPOSALS:

The City will evaluate the written proposal of each 'Responsive Offeror' according to the criteria described above on a 100-point system. A 'Responsive Offeror' means an Offeror that conforms in all material respects with the requirements set forth in the Solicitation Documents and all requirements of the Oregon Public Contracting Code and City of Eugene Public Contracting Regulations. Non-responsive Offerors will be notified that they did not meet the requirements and will be disqualified for further consideration.

Evaluation of all written proposal submittals by a committee representative of groups who have an interest in this project will result in establishment of the Short List group from which the final selection will be made.

B. USE OF SHORT LIST / NEGOTIATION:

At the conclusion of the rated criteria evaluation process of the written proposals and prior to selection, the City shall continue the evaluation process with the three Responsive Offerors who have the highest criteria ratings (the Short List). The City may expand or decrease the Short List if, in the opinion of the Purchasing Manager, the number of proposals or the quality of the proposals warrants an increase or decrease in the number of Responsive Offerors on the Short List. The City may decide to forego evaluation of a Short List and award the contract to the highest rated Offeror from evaluation of written proposals, subject to satisfactory agreement as to preliminary design, budget, and remaining unresolved contract issues.

Notice of Short List. The City shall give written notice to all Responsive Offerors, identifying the Short List. A Responsive Offeror that is not on the Short List may protest the Solicitation Agent's evaluation and determination of the Short List in accordance with the provisions set forth in subsection F. RIGHT TO PROTEST at the end of this section. After the protest period, or after the Purchasing Manager has provided a final response to any protest, whichever date is later, the City will begin further selection activity with Offerors on the Short List.

Evaluation of Short List. Evaluation of the Short List will be based on criteria developed by the evaluation committee prior to the commencement of Short List evaluation. These criteria and procedures for evaluation will be issued out as an addendum to the Offerors on the Short List. Criteria used as evaluation methods may include interviews, modified design plans, work samples, demonstrations, inspections, site visits, best and final offers, or other testing or examinations.

Negotiation with Highest Ranked Proposal. The City's evaluation team shall not exhibit favoritism and will evaluate and rank the Short List Proposals using the methods described above. The City will issue an Intent to Award Notice identifying the highest ranked Offeror. An unsuccessful Offeror on the Short List may protest the City's evaluation and determination of the Short List ranking in accordance with the provisions set forth in subsection F. RIGHT TO PROTEST at the end of this section.

After the protest period for the Short List candidates or after the Purchasing Manager has provided a final response to any protest, whichever date is later, the City will begin contract negotiations with the highest ranked Offeror. The City may only negotiate an alternative

term or condition submitted by a Short List Offeror if the alternative term or condition is reasonably related to the term or condition that this RFP describes as negotiable.

The matters subject to negotiation shall be limited to the following:

1. Cost;
2. The manner in which the services are to be performed or the quality or type of materials to be supplied;
3. Contract terms and provisions that the City would like to change.

C. ACTION UPON FAILURE TO EXECUTE CONTRACT.

In the event that a contract cannot be negotiated with the highest ranked Offeror, regardless of whether the City evaluates a Short List or selects the highest ranked Offeror based on written proposal evaluations, negotiations will be discontinued, and the City will start contract negotiations with the next highest ranked Offeror. Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time.

D. EVALUATION RECORD:

A record will be made of all criteria evaluation ratings and all other grounds upon which selection of the contractor is made.

E. SELECTION PROCESS AND NOTICE OF AWARD:

The City will select the proposal deemed most beneficial to the City based on its evaluation of the proposals. The apparent successful Offeror and all other persons who submitted proposals will be notified of the City's selection. As part of the 'Short List' process, notice of the identity of those on the Short List will be given to all responsive Offerors, but notice of the intent to award will only be given to the Short List Offerors. Unless award of a contract is delayed by the City, written notice of award, specifying the date of selection, will be made not later than the first business day following the date of selection. Final award will depend upon the execution of an acceptable contract and delivery of performance bond and evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

F. RIGHT TO PROTEST.

An adversely affected or aggrieved Responsive Offeror must exhaust all avenues of administrative review and relief before seeking judicial review of the City's selection or Contract award decision.

Protest of Short List Selection.

1. An affected Responsive Offeror may submit a written protest of the City's decision to exclude the Offeror from the Short List to the Purchasing Manager within seven (7) calendar days after issuance of the notice of the selection of the Short List.
2. The protest shall be in writing and must specify the grounds upon which the protest is based.
3. An Offeror is adversely affected only if the Offeror submitted a responsive proposal and is eligible for inclusion in the Short List i.e., the protesting Offeror must claim it is eligible for inclusion in the Short List on the basis that:
 - a. The proposal was incorrectly identified as non-responsive as per SECTION V: PROPOSAL SUBMITTAL REQUIREMENTS
 - b. The City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting

Offeror was unfairly evaluated and would have, but for such substantial violation, been included in Short List

- c. The City shall not consider a protest submitted after the time period provided in this RFP. An Offeror may not protest the City's decision to not increase the number of Offerors selected for the Short List above the Short List set forth in this RFP.

Protest of Award. An aggrieved Responsive Offeror may protest the award, as provided below.

1. If the City makes the award following evaluation of a Short List, only Offerors who were on the Short List shall be considered "affected" and entitled to protest the award. An affected Responsive Offeror may submit a written protest of the City's award decision within seven (7) calendar days after issuance of the notice of Intended Award.
2. The protest shall be in writing and must specify the grounds upon which the protest is based.
3. An Offeror is adversely affected only if the Offeror submitted a responsive proposal and is eligible for award as the best responsive and responsible Offeror and is next in line for award, i.e., the protesting Offeror must claim that all higher-scored Offerors are ineligible for award (i) because their Offers were non-responsive or (ii) the City committed a material violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting Offeror was unfairly evaluated and would have, but for such material violation been the highest-ranked Offeror.

VII. STANDARD PROPOSAL FORM

CITY OF EUGENE
Solicitation Number 2012200082

Due Date and Time: **May 21, 2012, 2:30 PM**

I, the undersigned, and authorized representative of _____
(Company Name)

certify the following:

Acknowledgement of terms, conditions and specifications

I have read, understand and agree to be bound by the terms, conditions, and contract provisions included in the solicitation documents as well as all addenda issued for this solicitation. I agree to fulfill the requirements to furnish all material, labor, or to perform all work as herein indicated in strict accordance with the solicitation documents as well as all addenda issued for this solicitation. I have fully availed myself to the location or conditions under which the work is to be performed.

Compliance with Laws

Offeror in carrying out the contract will comply with all applicable laws. Offeror certifies, under penalty of perjury, that the offeror is, to the best of the offeror's knowledge, not in violation of any tax law described in ORS 305.380(4).

Access to Plant or Place of Business

Offeror agrees that the City may enter a contractor's or subcontractor's plant or place of business during normal business hours for the following purposes: inspect and/or test supplies or services for acceptance by the City pursuant to the terms of the Contract, and investigate the offeror's minority business certification or other offeror qualifications.

Cooperative Purchasing

The Offeror agrees to extend the terms, conditions and prices of the original City of Eugene contract to all Purchasing Contracting Agencies identified in this RFP and its subsequent addenda. Pursuant to ORS 279A.210, Purchasing Contracting Agencies may establish contracts or price agreements under the terms, conditions and prices of the original contract. Purchasing Contracting Agencies shall have the power and authority to contract directly with the successful vendor(s).

Noncollusion

The offeror certifies that the offer has been arrived at by the offeror, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other contractor, offeror, or vendor on materials, supplies, equipment or services, described in the solicitation documents, designed to limit independent offers or competition. The contents of the offer herein presented and made have not been communicated by the offeror or their employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the solicitation, and will not be communicated to any such person prior the closing time of the solicitation.

We therefore offer the following equipment/service at the prices indicated hereon in fulfillment of the requirements and specifications contained within the solicitation documents and all addenda.

Name: _____ Title: _____

Signature: _____ Date: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Email Address: _____ Federal Tax ID #: _____

Company contact for this project (if different from above):

Name: _____ Title: _____

Phone: _____ Email Address: _____

VIII. REFERENCE FORM

**RFP 2012200082
Public Animal Shelter and Adoption Program**

This form must be completed and submitted with proposal documents.

OFFEROR'S FIRM NAME: _____

Company: _____	Contact Name: _____
Address: _____	City, State, Zip: _____
Phone Number: _____	Fax: _____
Service Performed: _____	
Year(s) of Service: _____	

Company: _____	Contact Name: _____
Address: _____	City, State, Zip: _____
Phone Number: _____	Fax: _____
Service Performed: _____	
Year(s) of Service: _____	

Company: _____	Contact Name: _____
Address: _____	City, State, Zip: _____
Phone Number: _____	Fax: _____
Service Performed: _____	
Year(s) of Service: _____	

IX. SAMPLE CITY OF EUGENE CONTRACT

**Service Contract
Public Animal Shelter and Adoption Program**

BETWEEN: The City of Eugene, an Oregon
Municipal Corporation (City)

AND: (Contractor)

CONTRACT NO.:

**EFFECTIVE
DATE:**

RECITALS

- A. Contractor is engaged in the business of animal shelter and adoption services, and has obtained and currently holds all licenses, permits, certifications, bonds or other authorization required by federal, state and local laws or regulations to engage in such business.
- B. The contract described herein was awarded pursuant to the City's RFP 2012200082.
- C. Contractor has represented that it is qualified to perform the services required hereunder and desires to enter into an agreement with City on the terms set forth below.

AGREEMENT

1. Incorporation of Exhibits; Definitions; Contractor's Representations and Warranties.

1.1 **Exhibits.** The contract between the parties (the "Contract") includes and incorporates into this document (this "Agreement") all of the following:

1.1.1 **Exhibit A.** **Exhibit A** summarizes certain federal, state and municipal laws that apply to government contracts. The provisions of **Exhibit A** are statements of law and may not be modified.

1.1.2 **Other Exhibits.** This Contract also includes and incorporates the following exhibits. The provisions of this Agreement will have priority over all conflicting provisions of the following exhibits.

Exhibit B Request for Proposals 2012200082 and Addenda

Exhibit C Contractor's Response to Request for Proposal 2012200082

Exhibit D Scope of Work

Exhibit E Compensation

1.2 **Definitions.** With the exception of proper nouns, capitalized terms not otherwise defined herein shall have the following meanings.

1.2.1 **“Agreement”** means this document, entitled Personal Services Contract and ending with the signatures of all parties.

1.2.2 **“Contract”** means the written statement of the parties’ mutual and respective agreements, promises, undertaking and rights as set forth in this Agreement and all incorporated exhibits.

1.2.3 **“Services”** means all of the products and services to be provided by Contractor under the Contract, as described in **Exhibit D**.

1.3 **Contractor’s Representations and Warranties.** Contractor makes the following representations and warranties to City:

1.3.1 Contractor and Contractor’s personnel are and will at all times hereunder hold all licenses, permits, certifications, bonds or other authorization required by federal, state and local laws or regulations to perform the Services.

1.3.2 As of the date of execution hereof, there are no claims or suits or proceedings, or threats thereof, seeking to enjoin the execution of the Contract by Contractor or the effect of which could prevent Contractor from performing or having the authority to perform the Services.

1.3.3 Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.

2. **Services.**

2.1 **Term.** Contractor shall begin to provide the Services on _____, or, if later, as soon as this Agreement has been executed by all parties (the "Commencement Date"). The initial term of the Contract shall be for two (2) year after the Contract start date with a review of contract terms and conditions at twelve months, unless earlier terminated in accordance with paragraph 14, with an option to renew for an additional four (4) one-year periods. The total contractual period shall not exceed six (6) years.

2.2 **Security.** If the Services will be performed on City property, Contractor will comply with all of City’s security policies and procedures.

3. **Compensation.** Subject to City’s right of offset for breach, Contractor will bill City for the Services by submitting periodic invoices that conform to the requirements of **Exhibit E**. Payment shall be made not later than 30 days after City’s receipt of an invoice from Contractor summarizing the Services performed. Notwithstanding the foregoing, City will have the right to withhold payment for any item which City disputes in good faith, provided that City pays for all non-disputed items and takes commercially reasonable action to resolve the dispute.

4. **City's Obligations.** Contractor shall provide the materials, equipment, and supplies necessary in the performance of the Services.
5. **Contract Administration.** Each party designates the following as its representative for purposes of notice pursuant to paragraph 21, and for purposes of administering the Contract:

Contractor:

City:

Either party may change its designated representative by giving written notice to the other as provided in paragraph 21.

6. **Performance of Services.** Contractor shall perform the Services with a high degree of professionalism consistent with industry standards, and shall at all times during the term of the Contract strictly comply with the following requirements:

6.1 **Supervision.** Contractor shall appoint, subject to City's approval, a full-time qualified supervisor of Contractor's performance who shall have full authority to act for and on behalf of Contractor. The supervisor shall be available during regular business hours. At all times during the supervisor's absence, a designated subordinate shall be in charge and available.

6.2 **Personnel.** Contractor acknowledges the high degree of importance City places on the behavior, appearance and service performed by Contractor and its personnel. Contractor's personnel shall at all times be neat, clean and courteous, and Contractor shall not permit its employees or agents to conduct themselves in a loud, noisy, boisterous, offensive or objectionable manner. Upon objection from City concerning the conduct, demeanor or appearance of any of Contractor's employees or agents, Contractor shall forthwith take all steps necessary to remove the cause of the objection. Upon the employee's or agent's failure to immediately and properly correct his or her conduct, Contractor shall promptly cause his or her job assignment to be terminated.

6.3 **Staffing.** Contractor shall provide sufficient personnel to perform the Services in the manner required by the Contract.

7. **Contractor's Obligations.** In addition to performance of the Services, Contractor shall, at its own expense, repair or have repaired all damages to City-owned property, real or personal, resulting from the negligence, abuse, misuse or willful misconduct of Contractor or its employees or agents. If City-owned equipment is, in City's opinion, damaged beyond repair, Contractor shall replace such equipment at its own expense with equipment of a quality equal to or better than the damaged equipment.
8. **Indemnification.** Contractor shall indemnify and hold City, its officers, agents and employees harmless from and against any and all claims, actions, liabilities, costs, including costs of defense arising out of or in any way related to performance of the Services or other actions or failure to act by Contractor or Contractor's employees, agents, officers and contractors. In the event any such action or claim is brought against City, Contractor shall, upon City's tender, defend the same at its sole cost and expense, promptly satisfy any

judgment adverse to City or to City and Contractor jointly, and reimburse City for any loss, cost, damage or expense (including legal fees) suffered or incurred by City.

9. Insurance.

9.1 **Commercial General Liability.** Contractor shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an annual aggregate of \$2,000,000, for bodily injury, personal injury or property damage. The policy shall have a contractual liability endorsement to cover Contractor's indemnification obligations under the Contract.

The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.

9.2 **Workers' Compensation Insurance.** Unless Contractor is exempt, Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

9.3 **Comprehensive Automobile Liability.** If Contractor will use a motor vehicle on a regular basis in the performance of the Services, Contractor shall maintain automobile liability insurance coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury or property damage for each motor vehicle owned, leased or operated under the control of Contractor for, or in the performance of, the services.

9.4 **Professional Liability.** Contractor shall maintain a professional liability insurance policy with coverage limits of not less than \$1 million to protect Contractor from claims for professional acts, errors or omissions arising from the Work. The policy may be written on a "claims made" form. The policy shall contain an endorsement entitling City to not less than 60 days prior written notice of any material change, non-renewal or cancellation of such policy. Contractor shall maintain the professional liability insurance coverage for at least one year after the completion of the Work.

10. **Relationship of Parties.** Whether Contractor is a corporation, partnership, other legal entity, or an individual, Contractor's relationship to City is that of an independent contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person and has special expertise as to the Services, and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the Services are performed shall be controlled by Contractor; however, the nature of the Services and the results to be achieved shall be specified by City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.

11. **Subcontracting; Assignment.** Contractor shall not subcontract or assign its work under or its interest in the Contract, in whole or in part, without City's prior written approval, which may be withheld for any reason. Contractor shall require any approved subcontractor or assignee to agree, as to the portion subcontracted or assigned, to comply with all

obligations of Contractor specified in the Contract. Notwithstanding City's approval of a subcontractor or an assignee, Contractor shall remain obligated for full performance of the Contract and City shall incur no obligation to any subcontractor or assignee. Contractor shall indemnify, defend and hold City harmless from all claims of its subcontractors and assignees.

12. **Default.** Contractor shall be in default under the Contract upon the occurrence of any of the following ("events of default"):

12.1 Contractor's failure to maintain liability insurance required under this Agreement;

12.2 Contractor's failure to perform or observe any other agreement or covenant contained in the Contract if such failure continues for a period of thirty (30) days after City has notified Contractor in writing, specifying the nature of Contractor's failure of performance;

12.3 The bankruptcy or insolvency of Contractor, a transfer in fraud of creditors, an assignment for the benefit of creditors or an execution issued against any property of Contractor used in connection with or which is the subject of the Contract, or the appointment of a receiver or trustee for all or substantially all of Contractor's assets; or

12.4 Contractor's failure to maintain any license, permit, certification, bond or other authorization required by federal, state or local laws or regulations for performance of the Services or any portion thereof.

13. **Termination.** Notwithstanding any other provision hereof to the contrary, the Contract may be terminated as follows:

13.1 By mutual written agreement of the parties at any time;

13.2 By written notice from City to Contractor upon the occurrence of an event of default; or

13.3 By written notice from City at any time during the Term and for any reason, upon not less than 30 days' notice in advance of the termination date.

13.4 The City may terminate the Contract on any date specified in a notice if funding for the Services becomes unavailable or if the City determines that termination of the Contract is required by the public interest.

Notice under paragraph 13.2 may be given at the same time as the notice under paragraph 12.2, with termination contingent upon Contractor's failure to perform within the time specified in paragraph 12.2. Except as provided in paragraph 14 below, in the event of a termination, City shall pay Contractor for the Services performed to the date of termination. Any claim for relief City may have as a result of a default by Contractor shall survive termination of the Contract.

14. **Obligations on Termination.** Upon termination of the Contract for any reason, Contractor shall promptly and peaceably remove itself, its officers and employees from the location in which the Services have been performed. Contractor shall leave City's property and equipment in good condition and repair and in good working order, reasonable wear and

tear excepted. If Contractor fails to remove its property, City may, at Contractor's sole expense, remove the same to a public warehouse for storage or retain the same in its own possession. If such property is not claimed by Contractor within 10 days after the termination date, City may sell the same at public auction, the proceeds to be applied first to the expenses of removal, storage and sale, then to any sums owed by Contractor to City, with any balance remaining to be paid to Contractor. If the expenses of removal, storage and sale exceed the proceeds of sale, Contractor shall promptly pay such excess to City upon demand.

15. City's Right to Act. In the event Contractor fails to perform any obligation under the Contract, City shall have the right but not the obligation to take the action that Contractor failed to take, after giving at least 10 days' notice to Contractor in advance of taking such action, except in the event of an emergency, as determined by City, in which case no advance notice shall be required. In the event City takes such action, Contractor shall promptly pay to City, upon demand, the sum or sums expended or incurred by City and the value of the service performed by City. Any action taken by City under these provisions shall not constitute a waiver by City of Contractor's default.

16. Ownership of Work Product.

16.1 All tangible or electronic copies of compilations, reports, plans, drawings, techniques, formulas, works of art, literature or music, or other personal property produced or created specifically for City under the Contract ("Work Products") shall be delivered to the City prior to the completion or termination of the Services and shall be the sole and exclusive property of the City.

16.2 In addition to ownership of the Work Products, City shall also be the owner of all copyrights, if any, existing in any Work Product under the federal copyright act except for those rights of attribution and integrity described in 17 USC 106A.

16.3 Unless expressly provided to the contrary herein, Contractor waives all rights of attribution and integrity with respect to any work of visual art except the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation or other modification of the work which would be prejudicial to his or her honor or reputation.

16.4 With the exception of Work Products that incorporate City's databases or City's confidential information, Contractor may retain and display copies of any Work Product for marketing or demonstration purposes, and Contractor shall have the right to make derivative products based on a Work Product, but Contractor may not sell or commercially exploit any Work Product or reproduction of a Work Product.

16.5 Nothing in this Section 15 is intended to appropriate to City any personal property not created for City under the Contract or any property used or incorporated into a Work Product that was owned by Contractor or a third party prior to its use for the Services or that is merely a minor development or enhancement of Contractor's pre-existing proprietary process, formula or technology.

16.6 City shall remove Contractor's name and trademarks, if any, from any copy of a Work Product that is modified except when modified by Contractor, and Contractor

shall have no responsibility for any modification of a Work Product that is not made under Contractor's supervision.

17. **Standard Contract Provisions.** Contractor shall comply with City's Standard Contract Provisions, a copy of which is attached hereto as **Exhibit A**.
18. **Subordination to Federal and State Agreements.** The Contract shall be subject and subordinate to any existing or future federal or state statute or any existing or future agreement between City and the United States or the State of Oregon relative to the development, operation or maintenance of properties of the Urban Renewal Agency of the City of Eugene, the execution of which agreement has been or may be required as a condition precedent to the expenditure of federal or state funds for the development, operation or maintenance of City or Urban Renewal Agency property.
19. **Severability.** In the event that any covenant, condition or provision of the Contract is found to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision of the Contract.
20. **Non-Waiver.** Waiver by either party of strict performance of any provision of the Contract shall not be a waiver of, nor prejudice the party's right to require, strict performance of the same provision or any other provision of the Contract in the future.
21. **Notices.** Any notices permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the parties at the address designated in paragraph 5, or such other address as either party may provide to the other by notice given in accordance with this provision.
22. **Attorney Fees.** In the event of any action to enforce or interpret the Contract, the prevailing party shall be entitled to recover from the losing party, in addition to costs and disbursements allowed by the court, reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review. Such fees shall include an amount estimated by the court to be incurred by the prevailing party in realizing upon any judgment or enforcing any decree.
23. **Integration; Amendments.** The Contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. The Contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. The Contract shall not be amended except in writing, signed by both parties.
24. **Interpretation; Governing Law.** The Contract shall be governed by and interpreted in accordance with the laws of the State of Oregon. The parties do not intend to confer on any third party any rights under the Contract.
25. **Jurisdiction and Venue.** All actions relating to the Contract shall be tried before the courts of the State of Oregon to the exclusion of all courts which might have jurisdiction apart from this provision. Venue in any action shall lie in the Circuit Court of Lane County, Oregon.

26. **No Third Party Beneficiaries.** There are no third-party beneficiaries of the Contract. The parties agree and intend that the Contract shall be enforceable only by the parties and their duly authorized representatives.

27. **Survival.** Any duty, liability or obligation of a party which arises under the Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of the Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.

28. **Contractor Certifications.** Pursuant to ORS 305.385, Contractor hereby certifies that it is not in violation of any tax laws as defined in ORS 305.380. If Contractor is other than one or more individuals who have signed below, the individual(s) signing on behalf of Contractor hereby further certifies and swears under penalty of perjury and warrants to City that: (a) the full legal name and status of Contractor are as set forth in the caption to this Agreement, and (b) s/he is authorized to execute and deliver this Agreement and the Contract to City of behalf of, and as the act of Contractor.

CITY OF EUGENE

CONTRACTOR

By: _____
(signature)

By: _____
(signature)

City

Contractor

Date: _____

Date: _____

EXHIBIT A

CITY OF EUGENE - STANDARD CONTRACT PROVISIONS Contracts Subject to ORS Chapter 279B Goods and Services including Personal Services OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements

The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625)

1.1 During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.

(b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(c) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.

1.2 The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 1.1 above.

1.3 If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of paragraphs 1.1 or 1.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of paragraphs 1.1 and 1.2.

2. ORS 279A.120 Nonresident Contractors.

2.1 As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

2.2 If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.

3. ORS 279B.220 Conditions concerning payment, contributions, liens, withholding. The Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

4. **ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.** If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
5. **ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.**
 - 5.1 The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
 - 5.2 All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
6. **ORS 279B.235 Condition concerning hours of labor.** The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
7. **ORS 279B.240 Exclusion of recycled oils prohibited.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.
8. **ORS 279A.110 Discrimination in subcontracting prohibited; remedies.**
 - 8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
 - 8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

**X. SOLICITATION QUESTION, CLARIFICATION,
MODIFICATION & SUBSTITUTION FORM**



PURCHASING OFFICE
Phone: 541-682-5055
Facsimile: 541-682-6233

<p>QUESTIONS, CLARIFICATIONS, MODIFICATIONS or SUBSTITUTIONS FOR:</p> <p>Public Animal Shelter and Adoption Program SOLICITATION NO. 2012200082</p> <p>ATTENTION: Heather Nelson PURCHASING ANALYST</p>	<p>(FOR CITY USE ONLY)</p> <p>NO: _____</p> <p>DATE: _____</p> <p>REVIEWED BY: _____</p> <p>RESPONSIBLE FOR RESPONSE:</p> <p align="center"><input type="checkbox"/> CITY <input type="checkbox"/> CONSULTANT</p>
<p>FROM: _____</p> <p>COMPANY: _____</p> <p>CONTACT: _____</p>	<p>DATE: _____</p> <p>PHONE NO: _____</p> <p>FAX NO. _____</p>
<p>DETAILED REQUEST _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>CITY RESPONSE: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>RESPONSE BY: _____ DATE: _____</p> <p>INCLUDED IN ADDENDUM NO. _____</p>	

One Request per page
Duplicate this form as necessary