

CITY OF PITTSBURGH, PENNSYLVANIA

Request for Proposal (RFP)

for

Live Animal Services

ISSUED MARCH 13, 2013

I. INTRODUCTION & OVERVIEW

The City of Pittsburgh, a Home Rule Charter municipality, seeks an experienced Vendor to provide Live Animal Services. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is generally used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, *although it may be*, and the City has the flexibility it needs to negotiate with Vendors to arrive at a mutually agreeable relationship.

For ease of reference, each recipient of this RFP – whether received via electronic or conventional means – will be referred to as a "Vendor" and the Vendor selected to provide services for the City is referred to as the "Selected Vendor." This RFP states the instructions for submitting proposals, the procedure and criteria by which a Vendor may be selected, and the contractual terms by which the City proposes to govern the relationship between it and the Selected Vendor.

It is the policy of the City of Pittsburgh to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in City procurement activities. The City encourages Vendors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

The objective of this RFP is to provide sufficient information for qualified respondents to submit written proposals. This RFP is not a contractual offer or commitment to purchase services.

II. BACKGROUND, PURPOSE & OBJECTIVES

The City of Pittsburgh is located in southwestern Pennsylvania. With a 2010 U.S. Census population of 305,704, Pittsburgh is the Commonwealth's second-largest city, an important business center, and home to world-class educational, healthcare and cultural institutions. The City is comprised of 88 neighborhoods spanning across three major rivers, encompassing a 55.7 square mile area. The City has a total of 5,551 streets and 1515 alleyways, extending 1,244 miles. There are four major regional parks in the City and numerous smaller parks and recreational areas encompassing 2,654 acres that Animal Control agents patrol.

The City's Animal Control Services engages in routine and emergency situations involving animals in the course of its daily services. For instance, approximately 850 dogs and 1050 cats are picked up annually by Animal Control Services.

The Department plans to competitively bid this aspect of Live Animal Services, excluding enforcement functions that the City will continue to perform. The Selected Vendor will offer high

quality service including all facilities and appropriately trained staff, according to the type and specific needs of the City.

III. SCOPE OF SERVICES

It is the City's intent to enter into an Agreement with the Selected Vendor to provide Live Animal Services, effective from Date of Award. In order to achieve this goal the Selected Vendor may be requested to provide the goods and services outlined in this section.

The Selected Vendor must be capable of providing Live Animal Services consisting of the following components: (1) Receipt of live animals delivered by Animal Control Services; (2) If required, humane detention pending adoption or transfer of animals to another facility for possible adoption or euthanasia; (3) Humane euthanasia using sodium pentobarbital (or another comparable chemical) injection; and (4) Disposal of euthanized animals in a landfill or by other legal and appropriate means. If you are planning to respond to only one part (or parts) of this total service, you must include in your proposal plans to demonstrate how you will coordinate your activities.

The Selected Vendor must meet or exceed the performance standards and service delivery for each component as described below. The qualifications of the vendor to perform these services must be presented in its proposal. The minimum qualifications desired are set forth in Section IV. The specifications for each of these service components are likewise described below.

The vendor shall provide Live Animal Services in accordance with the following requirements:

- A. Detention Station:** For the detention of domestic animals collected by the City of Pittsburgh, the vendor will be required to maintain a detention station with an adequate number of cages including special observation cages separated from others and from the public. All cages must be kept clean and sanitary at all times, with adequate lighting and ventilation with a minimum temperature of 50 degrees. Said station must have facilities for the detention of injured, diseased and unclaimed animals. The station must have at least one refrigerated chamber for the bodies of dead animals. The station shall be open to receive animals weekdays 7: 00 A.M. to 11:00 P.M. and weekends and holidays from 9:00 A.M. to 5:00 P.M. Personnel will be on duty to receive animals delivered by the City between 11:00 P.M. and 7:00 A.M. on weekdays and between 5:00 P.M. and 9:00 A.M. on weekends and holidays. The vendor must have the following minimum capacity for holding animals delivered by the City of Pittsburgh: Dogs 50, Cats 30, and others 15.
- B. Care of Animals:** The vendor will receive City-collected animals from Animal Control and place them in cages as specified above. Said animals during their detention, must be fed a properly balanced ration as prescribed by a licensed veterinarian and, if injured, diseased or otherwise in need of treatment, must receive proper veterinary care. Trained staff shall be on the premises

during the vendors operating hours. Licensed veterinarians, including independent contractors of the vendor, shall be available or on call for consultation. Animals suffering from distemper and other diseases must be kept in separate cages. Water in pans or bottles must be in cages at all times.

C. Detention Period : The Vendor will be required to detain animals listed below for the prescribed periods except where a licensed veterinarian judges the animal's health to be deteriorated:

1. Animals That Have Bitten:

A. Cats with ID tags and licensed dogs which have bitten human beings will be detained for ten (10) days unless the established owner signs a release for the Vendor to perform euthanasia, and for rabies testing to be performed at the Allegheny County Laboratory.

B. Unlicensed cats and dogs, if unclaimed by their owner, may be euthanized at the end of seventy-two (72) hours after pick-up and be similarly tested for rabies at the Allegheny County Health Laboratory.

C. The unclaimed licensed animals unreleased for euthanasia and the claimed unlicensed animals unreleased for euthanasia involved in a bite incident must be held for a full ten (10) day quarantine and may not be released to owner or any other party until full quarantine period has expired.

2. Cats without ID tags and unlicensed dogs for seventy-two (72) hours after pick-up, unless a longer period is required by the City Code or any other code.
3. Licensed dogs for ten (10) days after proper notification to owner.
4. Cats with ID tags for ten (10) days after proper notification to owner.

D. RELEASE OF ANIMALS – It is understood that the Vendor shall release, sell or humanely destroy all collected animals. The kennel shall be open to the public for a reasonable length of time. All collected animals, while detained, shall be in the custody of the Vendor from the time received to the time of adoption or sale, release or humane disposal of said animal. The Vendor shall have the Authority to collect the charges and costs due to the City Pursuant to City Code Section 633.14. Such costs include but are not limited to the holding fee. The Vendor will not release dogs or cats to the owner unless 1) The fees due under 633.14 are collected by the Vendor; 2) the fees are waived with the consent of the City's Animal Control Services, or 3) The owner presents a release form from the City's Animal Control indicating that said costs have already been paid directly to the City. If the Vendor fails to collect the fees, or waives the fees without the City's consent, the City will deduct the amount due to the City from the City's payment to the Vendor. Any fees collected by the Vendor will be credited to the City. If a fee is waived by the City due to "hardship", said fee is to be deducted from the impound fee if the impound fee exceeds the "waived" amount.

E. DISPOSAL OF ANIMALS – The Vendor will be required to encourage the adoption, reclaim or sale of animals and to humanely destroy any animal injured, diseased or otherwise unadoptable.

Sodium pentobarbital or another comparable chemical will be used to humanely destroy all animals. Although it is the City's intention to provide for humane treatment of animals collected, once the herein prescribed detention period has elapsed, all animals become the responsibility of the Vendor and its licensed veterinarian. If not adopted within a reasonable period of time, or if not adoptable, at the discretion of the Vendor, animals will be euthanized using sodium Pentobarbital or another comparable chemical. Bodies of animals destroyed will be removed from the detention station and disposed of by the vendor.

Note: The City will not pay any charges whatsoever for animals dead on arrival to Vendor facilities.

"Sale", as used herein, is defined as for adoption only and not for vivisection. The term "Vivisection" as used in this contract shall mean the dissection of a living animal, or experimentation on living animals. The Vendor shall not sell any animal covered by these specifications to any person, organization, corporation or to other agency whom the Vendor knows has reason to know is purchasing said animals for vivisection.

F. Humane Disposition Services

The vendor must have the professional qualifications and capability to humanely euthanize animals (using sodium pentobarbital injection or another comparable chemical).

The Vendor must have the ability to humanely hold wildlife in an appropriate cage or pen pending humane euthanasia.

The Vendor must have the ability to dispose of euthanized animals in a landfill or by other safe, appropriate and legal means.

The vendor must have the professional capability to maintain appropriate safety standards in the event of animal borne illness or contamination.

The vendor must indicate ability to develop, implement and maintain an adequate record keeping system, which shall encompass at a minimum, reports recording the receipt and disposition of all animals by type. The vendor shall prepare regular periodic reports on these and other statistics and operating information as shall be specified by the Department.

All personnel who will handle or be in contact with animals suspected of rabies must be pre-immunized against rabies.

Legality – All animal detention and euthanasia services must be provided in accordance with applicable City, State, and Federal laws.

G. RECORDS - Records regarding detained animals will be kept by the Vendor through detention and ultimate disposition. All pertinent information shall be recorded on this record, including but not limited to medical information, by whom the animal was adopted, or how the animal was disposed of, and the amount of money received for the animal. Upon placement or disposal of animal, a copy of this record shall be forwarded to the City Department of Public Safety, Animal Control Division. Records will be initiated by City collection personnel. Records of reclaimed

animals (without exception) must likewise be forwarded to the City Department of Public Safety, Animal Control Division.

H. PAYMENT – The Vendor shall be eligible to receive payment immediately upon receipt of animal from City. Payment shall be on a per animal basis regardless of treatment needed or length of stay, and will be paid upon receipt of regular monthly invoices.

I. The Vendor estimates the distance between the Vendor facility and the Department of Public Safety, Animal Control Division, 3001 Railroad Street, Pittsburgh, PA 15219, to be Approximately 10 miles or less.

IV. QUALIFICATIONS:

- a Employees must be available 24 hours per day, on call after hours, in order to respond to emergency situations.
- b Employees must be trained in the proper and lawful use of equipment including but not limited to safety equipment.
- c Each employee shall be provided with the necessary safety equipment by the employer, which may be needed for the employee's protection.
- d The vendor must include in its proposal evidence of its experience with animals.

V. SUBMISSION OF RESPONSE TO RFP

A. Requests For Information

Any requests for clarification or additional information regarding this RFP shall be submitted in writing to William Clark, no later than 4:00 p.m. Eastern Standard Time, on March 22, 2013

William Clark
Procurement Services Coordinator
Bureau of Procurement, Fleet and Asset Services
Room 502 City-County Building
414 Grant Street
Pittsburgh, Pennsylvania 15219
Facsimile: (412) 255-2367
Electronic mail: William.Clark@pittsburghpa.gov

All requests received prior to the above-stated deadline will be answered in writing by the City, and the Department will use its best efforts to transmit copies of the questions and answers to all prospective respondents who have been mailed or have otherwise manually retrieved this RFP from the Department of Finance. *The Department assumes no responsibility for a Vendor's failure to receive any such copies.*

B. *Proposal Submission Deadline*

An original and three (3) copies of your proposal must be received no later than 2:00 p.m., April 1, 2013 at the following address:

**Department of Finance
Bureau of Procurement, Fleet and Asset Services
Room 502 City-County Building
414 Grant Street
Pittsburgh, Pennsylvania 15219**

Proposals should be clearly labeled ***PROPOSAL TO THE CITY OF PITTSBURGH IN RESPONSE TO REQUEST FOR PROPOSALS FOR LIVE ANIMAL SERVICES. DELIVER TO ADDRESSEE UNOPENED.*** Proposals may be either mailed or delivered by hand; *electronic submissions* (in Microsoft® Word; attachments, if necessary, may be in Microsoft® Word or Excel *only*) *are encouraged.* The City is not responsible for late delivery caused by the United States Postal Service, private carriers, or deficiencies in electronic transmissions. Any proposals received after the deadline will not be evaluated.

All proposals will become the property of the City of Pittsburgh. The content of all proposals will be held confidential until the selection of a Vendor is made.

VI. CONTENT OF SUBMISSION

The City is seeking a thoughtful detailed response to this RFP, with a description of research activities, deliverables and results the City may expect from a consultant or consultant team.

Qualified respondents to this RFP will be those Vendors which present an outline of a plan and a detailed description of:

Part 1: Project Scope

A Vendor should include: a brief executive summary of its submission; its methodology and tactics; resources that will be allocated by the team; and resources expected to be required from the City.

Part 2: Extent of Project Activities

The Vendor should describe in some detail how he or she intends to achieve the objectives set forth in section II of this RFP. This detail should include some discussion of, but need not be limited to the following:

1. Describe how the Vendor plans to provide the Live Animal Services which are the primary goal of this RFP;
2. Provide a plan of operation to achieve the objectives set forth in Section III, Scope of Services;
3. Describe the Vendor's areas of expertise in animal control services.
4. Describe the amount of advanced scheduling, if any, the Vendor needs prior to performing work for the City;
5. Provide information on those individuals assigned to work with the City, including a description of their experiences in providing animal control services;

Part 3: Experience

A Vendor must include prior experience performing the type of work that is the subject of this RFP. Describe fully your company background, number of employees and vehicles, employee wages and fringe benefits. How long has your company been in existence? How is your company organized? Is it a woman or minority-owned firm? What is your Affirmative Action policy? Please provide relevant experience in the past five (5) years specifying, at a minimum: (a) client contact information; and (b) brief description of work performed, and (c) contract amount and period.

Part 4: Organization and Management Plan and Budget

Vendor must provide a detailed description (e.g., matrix) of how resources will be organized and managed; please include any subcontractors, as applicable. The total budget of the proposal should be described in this section as well as a proposed payment schedule. Please provide pricing in the format shown in Attachment A, *Pricing Schedule*. It should be recognized that ten percent (10%) of the contract total may be withheld until satisfactory completion of contract services.

The Vendor is encouraged to propose a competitive, realistic and cost-efficient budget. Include all additional expenses, in the Vendor's hourly price. State how long the Vendor's prices will be held. Vendor also should provide a list of any additional expenses the Vendor may recommend or may seek to pass on to the City.

Part 5: Work plan and Timetable

Consistent with Parts 2 and 4 above, describe the proposed work plan and timetable required to organize and begin delivering services.

Vendors are encouraged to propose their own unique and imaginative approaches to providing these services, building upon those requirements contained in the RFP.

Part 6: Statement of Omissions or Deviations

A full description should be provided of any omissions or deviations from the requirements set forth in the RFP and the reasons why such omissions or deviations are in the best interests of the City. The effect of any omission or deviation on the total cost also shall be included. If there are no omissions or deviations from the RFP, the Vendor shall state the following: *"The proposal contains no omissions or deviations from the RFP."*

Part 7: Conclusion

A Vendor should include an overall conclusion to its proposal.

VII. BASIS OF SELECTION

The City will evaluate proposals and, if a Vendor is to be selected, select the Vendor on the basis of:

1. The Vendor's plan to provide Live Animal Services for the City as discussed in Section II, Background, Purpose & Objectives; and Section III, Scope of Services. Completeness of proposal / objectives met or exceeded.
2. The Vendor's relevant experience, qualifications, references from comparable clients, and success in providing the goods and services outlined in this RFP, and including the Qualifications described above.
3. Evaluation of detention facility to include but not be limited to appearance and size.
4. Location of detention facility
5. The Vendor's financial proposal including but not limited to discounts, service charges and other charges.
6. The quality and professionalism of the proposal, specifically, responsiveness to requirements and adequacy of information provided and the proposed contractual terms which would govern the relationship between the City and the Selected Vendor.
7. Minority / Women / Veteran owned business or participation plan

The City of Pittsburgh reserves and may exercise the following rights and options with respect to selection process:

1. To reject any and all Proposals and reissue the RFP at any time prior to execution of a final contract if, in the City's sole discretion, it is in its best interest to do so.

2. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to selection of one or more Service Providers for negotiation and to cancel this RFP with or without issuing another RFP.
3. To reject any Service Provider who, in the City of Pittsburgh's sole judgment, is financially or technically incapable or is otherwise not deemed a responsible Service Provider.
4. To reject as non-responsive any Proposal which, in the City's sole judgment is incomplete, is not in conformity with applicable law, is conditional in any way, or deviates from the mandated requirements of the RFP.
5. To waive any defect, non-responsiveness and or deviation from this RFP that is not, in the City's sole judgment, material to the Proposal.
6. To permit or reject, at the City's sole discretion, amendments (including inadvertently omitted), modifications, alterations and or corrections to Proposals by some or all for the Service Providers following submission of the Proposal.
7. To request that some or all of the Service Providers modify Proposals.

The City of Pittsburgh reserves the right to award the contract to a Service Provider other than the Service Provider presenting the lowest price. The contract resulting from the RFP will be awarded to the qualified responsible and responsive Service Provider whose Proposal the City believes will be the most advantageous to it.

VIII. REFERENCES AND ADDITIONAL ADMINISTRATIVE REQUIREMENTS

A. Please provide the City a list of three (3) references. Experience with public sector clients is preferred. This information shall include:

- Client name
- Individual contact
- Mailing address
- Phone number, facsimile and electronic mail address
- Brief project summary

B. MBE/WBE/VOSB Participation. The City of Pittsburgh encourages the participation of minority and women-owned businesses in all City contracts. Please describe any MBE/WBE participation that may be part of work contemplated under the resulting contract.

The City has an annual goal of not less than five percent (5%) participation by veteran-owned small businesses in all contracts. The participation goal shall apply to the overall dollar amount expended with respect to contracts. The City, therefore, requires that all Proposers demonstrate good faith efforts to obtain the participation of veteran-owned small businesses in work to be performed under the contemplated City contract. In order

to demonstrate this good faith commitment, all Proposers are required to complete and submit with their proposals and MBE/WBE/VOSB Solicitation and Commitment Form, which details the efforts made by the Proposer to obtain such participation.

1. Veteran-owned small business is defined by the City as a business having one hundred (100) or fewer full-time employees and not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more veterans, and the management and daily business operations of which are controlled by one (1) or more veterans.

C. Addenda To The Request For Proposals. If it becomes necessary to revise any part of this RFP, an addendum will be issued by the City and provided to all respondents that have been mailed or have otherwise retrieved this RFP. Vendors should contact the City; following the instructions in section IV (A) above if they find any inconsistencies or ambiguities to the RFP. Clarification given by the City may become an addendum to the RFP.

All requests received prior to the stated deadline will be answered in writing by the City, and copies of the questions and answers will be transmitted to all prospective respondents who have been mailed or have picked-up this RFP.

D. Duly Authorized Signature. The proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal.

E. Vendor Responsibility For Proposal Costs. The respondent shall be fully responsible for all proposal development and submission costs. The City does not assume any contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a respondent, the evaluation of an accepted proposal, or the selection of any finalists.

F. Economy Of Proposals. Proposals should be prepared simply and economically and give a straightforward and concise description of the respondent's capabilities to satisfy the requirements of the project. Special bindings, colored displays, etc. may be used where they will aid in clarity, but are not otherwise necessary. Emphasis should be placed on completeness and clarity of content.

G. Substantive Proposals. The respondent's duly authorized officer or agent shall certify in writing that:

1. The respondent's proposal is genuine; not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; and is not submitted in conformity with an agreement of rules of any group, association, organization, or corporation.
2. The respondent has not directly or indirectly induced or solicited any other Vendor to submit a false proposal.

3. The respondent has not solicited or induced any other person, firm, or corporation to refrain from proposing.

4. The respondent has not sought by collusion to obtain for himself/herself any advantage over any other respondent or the City.

H. Proposal Changes Or Withdrawal. A Vendor may withdraw or modify its proposal any time before the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.

I. Acceptance of Request for Proposal Content. Provisions of this RFP and the contents of the successful response are considered available for inclusion in final contractual obligations. The City retains the option of concealing the award or selecting another respondent if the Selected Vendor fails to accept such obligations.

J. Indemnification. Vendor shall agree to indemnify, defend and hold the City, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost expense, fine or penalty arising in whole or in part from, incident to or connected with any act or omission of Vendor done in performance of the contract, or violation of any government law or regulation, by or for Vendor, its agents or employees. This obligation to indemnify and hold the City harmless shall include the obligation to pay attorney's fees, expert fees, and all other costs of defending any indemnified claim and all such costs incurred in recovering against Vendor under this indemnity provision. Vendor shall consult and cooperate with the City in the conduct of the either or both of their defenses.

K. Insurance. The vendor shall agree to maintain insurance in the amount specified in this section and shall keep the City as an additional insured as to general liability on such policy throughout the term of the Agreement. Attached hereto and incorporated herein is a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage's and specifically identifying CITY as and additional insured as to general liability, which insurance shall be non-cancelable, except upon thirty (30) days prior written notice to the City of Pittsburgh:

	Individual	
	<u>Occurrence</u>	<u>Aggregate</u>
<u>General Liability</u>		
Bodily injury, including death	\$500,000.00	\$1,000,000.00
Property damage	\$ 50,000.00	\$ 100,000.00

Automobile Liability	\$500,000.00	\$1,000,000.00
Worker's Compensation	\$100,000.00	\$ 500,000.00

All premiums shall be at the expense of the Vendor.

All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, Vendor shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying City of Pittsburgh as an additional insured, to be forwarded to the Director of the Department of Public Safety, Animal Control Division.

L. Contract Disclosure All vendor RFP responses should include a disclosure of any finder's fees, fee splitting, firm affiliation or relationship with any broker-dealer, payments to consultants, lobbyists, or commissioned representatives or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

Attachment A Pricing Schedules

Note: The Vendor will provide its own associated facilities and/or equipment. Itemize each service and explain any savings to the City in Part 4 (Organization and Management Plan and Budget).

Item Description	COST		
	4/30/13 to 4/29/14	4/30/14 to 4/29/15	4/30/15 to 4/29/16
Cost Per Dog			
Cost Per Cat			

Company Name: _____

Contact Person: _____

Phone Number: _____

Facsimilie Number: _____

E-mail Address: _____