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To: All Interest Parties

From: Christine M. Crawford, AICP
Executive Officer

Re: Request for Proposals to Provide Animal Sheltering and/or Control Services

Date: June 30, 2014

Please find the attached Request for Proposals (RFP) to provide animal sheltering and/or animal control services countywide in Yolo County, California.

The Local Agency Formation Commission of Yolo County (LAFCo) on behalf of the cities of Davis, West Sacramento, Winters, Woodland and the County of Yolo is seeking animal welfare organizations (public, private or non-profit) interested in providing animal sheltering services and/or countywide animal control services based out of the existing shelter located in Woodland, California. We are seeking a successful organization(s) with a proven track record that will provide leadership, transparency and accountability to earn the public trust such that the program is able to leverage every available partnership to run a low cost program.

LAFCo is requesting Cost Proposals on behalf of the cities and unincorporated areas within Yolo County for the provision of:

- (1) Animal sheltering and adoption services; and/or
- (2) Field officer services countywide.

Please consider submitting a proposal for one or both of these services. Proposals are due Monday, August 25, 2014.

If this is not something your organization has the interest or capacity to do, please forward this RFP to others in your professional network who may be interested. Thank you for your consideration and support!

Yolo Local Agency Formation Commission Request For Proposals



To Provide

Animal Sheltering and/or Control Services

For the following organizations:

City of Davis

City of West Sacramento

City of Winters

City of Woodland

County of Yolo

UC Davis

Response due by:
Monday, August 25, 2014 at 5:00 PM

Issued June 30, 2014

NOTICE INVITING BIDS

INTRODUCTION

The Local Agency Formation Commission of Yolo County (LAFCo) on behalf of the cities of Davis, West Sacramento, Winters, Woodland and the County of Yolo is seeking animal welfare organizations (public, private or non-profit) interested in providing animal sheltering services and/or countywide animal control services based out of the existing shelter located in Woodland. We are seeking a successful organization(s) with a proven track record that will provide leadership, transparency and accountability to earn the public trust such that the program is able to leverage every available partnership to run a low cost program.

Yolo County is located in northern California in the greater Sacramento region with a population of approximately 205,000. The County has a total area of 1,023 square miles. The County has four (4) incorporated cities and UC Davis, which are provided animal services via a contract with the Yolo County Sheriff's Office.

LAFCo is requesting Cost Proposals on behalf of the cities and unincorporated areas within Yolo County (including the UC Davis campus) for (1) the provision of animal sheltering and adoption services and/or (2) the provision of field officer services countywide. **Bidders may submit cost proposals on either one or both of these services.** Because of ongoing budget issues and increasing program costs, the cities are seeking cost proposals to determine if animal sheltering and/or animal control services can be more efficiently and cost effectively provided via a public-private partnership while maintaining high service levels and animal outcomes.

Selection of the successful organization(s) through the request for proposal (RFP) process is anticipated to be a two-step process. This RFP addresses information required for Step 1. Information required for Step 2 will be requested from finalists at a later date.

Step 1: Submission of a proposal that will inform the agencies' decision regarding whether a public-private partnership is the preferred governance model for providing animal services. Proposal finalists will be determined by a consensus decision. Based on the strength of the proposals, the contracting agencies will determine whether they will elect to organize themselves via a JPA, MOU, etc. to provide overall mission and contract oversight for the animal services program.

Step 2: If it is determined that a public-private partnership will be pursued, then the finalists will be requested to submit a more full proposal to provide more in-depth information regarding the feasibility of the proposed programs, services and budget, the demonstrated capacity to provide the proposed programs and services, and the capacity to generate community support and participation.

The successful bid will produce demonstrated cost savings and projected reduction in program costs, while increasing live release rates, adoptions, community education and comprehensive county-wide programs. Once the administrative oversight body is identified and/or formed, it will select and negotiate a contract(s) with the successful organization(s). It is acknowledged that this may take some time and that cost proposals may need to be updated by each organization and resubmitted.

OBJECTIVES OF THE RFP

Yolo County Animal Services (YCAS) is seeking a creative, innovative animal services organization with the capacity to take current animal services in Yolo County to the next level. It is our desire to have a new operational model that is more cost effective, leverages more community support, is customer service oriented and results in higher live release rates, adoptions, community partnerships, and private funding.

The objective of this RFP is primarily to reduce costs or General Fund appropriations from the contracting agencies (i.e. cities, Yolo County, UC Davis) and provide better animal centered services through a public-private partnership. It is also expected that programs and services will continue to improve with such a partnership promoting and protecting the health, safety, and welfare of animals and people in Yolo County; where no animal

suffers because of abuse, neglect, or ignorance; and all residents, their property, and neighborhoods are safe from the dangers and nuisances of irresponsible pet guardianship.

The following are desired outcomes of a contract(s) with an animal services provider(s) in no particular order:

- Improve program efficiencies and reduce agency costs by ensuring the most effective leveraging of organization resources and time.
- Increase program revenue via a more proactive licensing program, fund development, grant opportunities, increased volunteer support, etc.
- Continue the improvement trend for animal welfare and outcomes through best practices including but not limited to:
 - High level of animal care while in the shelter
 - Robust adoption rates
 - Robust connections to rescue organizations
 - Expanding the Trap Neuter Return program
 - Expanding the shelter's spay/neuter program
 - Creating a formal community humane education program
- Develop field services into a more proactive education and outreach program.
- Expanded field service coverage from 7 AM to 8 PM with emergency on call services 24/7.
- Maintain a partnership with the UC Davis Koret Shelter Medicine Program (KSMP).
- Expand the volunteer base and program.
- Create a positive community presence through events programming, education, website, social media, branding, etc.
- Display a commitment to operational transparency and accountability.
- Display a commitment to customer service and improving the shelter's user experience.

BACKGROUND AND RESOURCES

Animal shelter and animal control services are currently provided by the Yolo County Sheriff's Office. The four cities within the County and UC Davis contract with the Yolo County Sheriff's Office for services. The Animal Services Section is responsible for the operation of the Yolo County Animal Services shelter and animal control services to the cities, unincorporated areas of the county, and UC Davis. Animal Services provides a wide range of programs and services, including pet adoption, licensing, low-cost spay/neuter services, micro chipping, foster programs, volunteer programs, and community outreach programs. The Animal Services section relies heavily on its relationship with UC Davis for veterinary care and the Yolo County SPCA for its adoption and rescue outreach program. The shelter and patrol program focuses on the abandoned, stranded or cruelly victimized animals in Yolo County.

A "trap, neuter and release program" (TNR) has been instituted and the shelter no longer takes in healthy stray cats, including feral cats. The shelter currently accepts sick or injured cats, orphaned kittens, and stray dogs from the public, as well as surrendered dogs and cats. The shelter follows the required holding periods specified by Chapter 752 of the California Statutes of 1998 (the "Hayden Bill").

Recent animal intake and outcome statistics can be found at:

<http://www.yolocountysheriff.com/services/animal-services/animal-services-stats/>

The program is supported primarily through contracts for service with the cities, donations from citizens and businesses, and dog licensing fees. Yolo County Animal Services is now also responsible for all rabies control enforcement in Yolo County, working in conjunction with the County Health Officer. Current Animal Services Fees can be found at: <http://www.yolocountysheriff.com/services/animal-services/fees/>

For several years, the contracting cities have been concerned about the rising costs for services and some members of the countywide community have been concerned regarding animal welfare issues. Consequently, a series of studies and consultations were conducted on YCAS services:

- 2010 Koret Shelter Medicine Program Study
- 2012 Animal Protection League Study
- 2013 Yolo County Animal Services Governance Study

These studies generally build on each other and provide thorough background on shelter issues, programming recommendations and desired outcomes. The 2013 Yolo County Animal Services Governance Study is the most relevant resource for potential bidders regarding this RFP and it can be downloaded by going to www.yoloshare.org and clicking on the "Animal Services" link. This Study includes detailed budget information for the existing Yolo County Animal Services program in 2013. A summary of the recently adopted budget for fiscal year 2014/15 is attached to this RFP only to illustrate that the budget detail in the 2013 Study is substantially similar.

SCOPE OF SERVICE

The 2013 Yolo County Animal Services Governance Study makes detailed recommendations regarding the programs, services and organization necessary for a successful and seamless animal services program. The report discusses staffing and programming in the areas of leadership and management, front office and customer service, kennel/sheltering services, field services, licensing, volunteer coordination, public outreach, and development. Below is a summary of animal services staffing recommendations that may be used by the bidder to guide its staffing proposal. Deviations to these recommendations may be appropriate and will be considered, however please indicate in submitted proposals where deviations are made and the rationale for such. Please see the 2013 Yolo County Animal Services Governance Study for a more detailed articulation of the anticipated staffing levels and scope of services.

PROGRAM ELEMENTS

The following are areas of operating responsibilities which will be required of the successful bidder(s). Detail regarding program expectations can be found in the 2013 Yolo County Animal Services Governance Study. If there are any issues with the bidder meeting these expectations, the bidder shall please indicate so in the proposal. Otherwise, the selected bidder(s) will be expected to be willing and able to commit to the following programs as detailed in the 2013 Yolo County Animal Services Governance Study:

Animal Sheltering:

- Coordination with Animal Control/Field Officer Provider
- Shelter Operation
- Animal Intake
- Veterinary Care
- Euthanasia and Disposal (for not treatable and unadoptable animals only)
- Adoption, Placement, or Transfer of Animals
- Community Partnership and Involvement

Animal Control/Field Services:

- Coordination with Shelter Provider
- Community Outreach/Education
- Animal Control/Protection Activities
- Field Resolution of Animal Issues
- Limited Field Response to Stray and Feral Cats
- Prioritize and Track Field Services Activities

- Animal Cruelty Investigation and Dangerous Dog Response
- License Canvassing
- Dispatching Services¹

Hours of Operation

Shelter

The shelter shall be open to the public from at least 12:00 pm until 6:00 pm daily. Additional public hours are acceptable. Kennel staffing must be sufficient to span early morning and evening responsibilities as well as provide adequate staffing during public hours. The shelter may be closed to the public for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. The shelter shall be available from 9:00a.m. until 6:00 p.m. daily for acceptance of animals from Animal Control or other law enforcement personnel. The Provider shall allow access to the shelter facility and a minimum of two exterior dog kennels for law enforcement personnel 24 hours a day for drop-off of animals (assume for the purposes of this cost proposal that these kennel facilities will be provided at no cost to the bidder).

Field Services

Ideally, field service coverage would be provided from 7am to 8pm. This could be accomplished utilizing two overlapping 8 hour shifts of officers, 7 days a week, with a 7am to 3pm and 12pm to 8pm overlapping shift schedule. Scheduling 2-3 officers to be on-duty for the AM shift and 2-3 officers on duty for the PM shift daily would provide broad coverage, reduce response times and limit overtime. Emergency on call services after hours should also be provided.

STAFFING RECOMMENDATIONS

In order to support the animal intake levels and programming needs for both animal shelter and field services in Yolo County the 2013 Yolo County Animal Services Governance Study recommends the equivalent of 29 full-time positions, made up of both full-time and part-time employees detailed in the below table. For a more complete description of staffing recommendations see the 2013 Study.

¹ It is anticipated that the service provider would either continue to use the YECA (Yolo Emergency Communications Agency) for field officer dispatching or consider adding additional office clerks to assist with call taking and dispatching duties. Dispatching is a critical support function for field services. Most agencies that are the size of Yolo County have animal control specific dispatchers during hours where officers are on patrol. Potential benefits of shelter-based dispatching would include improved data collection, reduced burden on YECA's dispatching system and would allow the facility to take better advantage of the Dispatching Module available in the current shelter management software.

YOLO COUNTY ANIMAL SERVICES STAFFING RECOMMENDATIONS

Position	PT/ FT	Role	Current Staffing	Proposed Staffing
Agency Leadership				
Executive Director	FT	Supervisory	1	1
Front Office and Customer Service				
Front Office Supervisor/ Administrative Assistant	FT	Lead	0	1
Front Office Clerk	FT	Support	4 (+ 1.2 provided by YCSPCA)	3
Front Office Assistant	PT	Support	0	1 FTE (2 PT positions)
Kennel/Sheltering Services				
Shelter Manager	FT	Supervisory	0	1
Animal Care Attendants	FT	Support	3 Extra help/Temp (+1.2 provided by YCSPCA)	5
Kennel Workers	PT	Support	5-7 PT (3-4 FTE) Unpaid Inmates	2.5 FTE (5 PT positions)
Field Services				
Supervising Field Officer	FT	Supervisory	1	1
Senior/Lead Field Officer	FT	Lead	0	1
Field Officers – non-Senior/Lead	FT	Support	7 (1 in kennel FT, 1 in kennel PT, 2 in training)	6
Veterinary Medical and Spay/Neuter Services				
Supervising Shelter Veterinarian	FT	Supervisory	1 KSMP Contract Position	1
Registered Veterinary Technician	FT	Support	2	2
Non-Licensed Veterinary Assistant	FT	Support	0	1
Per Diem Veterinary Services	PT	Support	Variable	Variable* (0.2-0.5 or more)
Additional Programs				
Volunteer/Foster Program Coordination	FT	Coordinator	0.4	1
Outreach/Marketing/Development*	FT	Coordinator	0	1*
TOTAL				
<i>*Indicates Non-Core Position</i>			25.3	27.7 to 29*

TERMS AND CONDITIONS

The following are areas of operating responsibilities which will be required of the successful bidder(s). The selected bidder(s) must be willing and able to commit to the items listed below.

CONTRACT ADMINISTRATOR AND TERM

The Contract Administrator will be determined as explained in the "Governance Process" section on page 10 of this RFP. The term of the agreement will be determined, but is anticipated to be for 1 four-year period with 4 one-year options to renew (self-renewing) up to a maximum of eight (8) years total before new bids must be solicited. The termination timeline by either party shall be at least 6 months and no more than 12 months.

CONSULTANT ADMINISTRATION

The selected bidder(s) will be responsible for the management and day to day operation of all proposed programs and should have an organizational structure that ensures that the programs are provided in the highest possible standards. At a minimum, the proposed organizational structure must include a staff person with full authority to administer all aspects of the contract. ***Should separate animal sheltering and field services providers be selected, both providers are expected to maintain an effective and seamless working relationship with the other provider.***

SERVICE AREA

YCAS currently provides service via contract to the four cities in the County and UC Davis (and for the purposes of this proposal, it should be assumed that the successful bidder would provide service to these same six agencies).

USE OF EXISTING FACILITY AND EQUIPMENT

The existing animal control facility is located at 2640 East Gibson Road in Woodland, California. The original portion of the animal control facility was constructed in 1970 and 1974. To help combat a shelter overcrowding problem, Animal Services added the T.S. and K.D. Glide Annex which is used to house felines as well as other small animals through a generous donation from the Glide Foundation. The annex includes a medical equipment area. The existing shelter facility is outdated and in need of upgrades. It is the intent to ultimately be able to finance construction of a new facility in the next 5-10 years. An opportunity to tour the existing facility has been scheduled on August 7, 2014 from 10am-12pm as explained in more detail later in this RFP.

For the purposes of submitting a Step 1 cost proposal, bidders should assume use of the County facility (if desired). Operational costs such as food, medicine, janitorial services, etc. should be assumed to be covered by the contractor. However, for the purposes of submitting a Step 1 cost proposal, bidders should assume zero rent, and no capital expenditures such as vehicles, equipment, remodeling, etc. Once the process moves to Step 2, we will have more information regarding capital investments for fleet, equipment or facility upgrades that may be required.

MAINTENANCE OF CHAMELEON DATABASE

The Provider shall maintain the existing County Chameleon data management system and provide data reports with required information including, but not limited to: dispatch, intake numbers, number of adoptions versus rescues, number of euthanized animals, number of animals spayed/neutered, TNR numbers, etc. Raw data and reports will be provided to the Contract Administrator upon request and at least monthly. In addition, it shall also be provided online to the public and kept updated. Should the contract terminate for any reason, the data will reside with the County.

FINANCIAL RECORDS AND REPORTS

The selected Bidder(s) shall maintain accurate and complete records relating to their programs, including all revenues and expenditures, in accordance with generally accepted accounting principles. The selected provider(s) must agree to allow the Contract Administrator's Controller to audit and permit access to all financial and other records. All records shall be maintained in accordance with applicable record retention policies.

It is currently anticipated that the selected provider(s) will be required to submit annual unaudited financial statements of the operations of their programs within 90 days after the end of the fiscal year (June 30th) and annual audited reports prepared by a certified public accountant every three years.

Quarterly status reports are required for the selected Provider(s) and are due within 30 working days after the end of the quarter. Quarterly status reports must include the following information:

- Quarterly budget updates
- Major issues encountered and proposed solutions including any variances from the plan with reasons and responses taken
- Future problem areas and recommended countermeasures

Additionally, the selected Provider(s) will be required to inform the Contract Administrator within three business days after the selected Provider(s) becomes aware of any substantial change in key personnel, major problems or inability to fully comply with any contract provision. The selected Provider(s) must inform the Contract Administrator within five days after it learns of a likely litigation or receives notice of claim, report of litigation or serious personal injury to any person or animal at the shelter. The selected Provider(s) must inform the Contract Administrator within 10 days of learning of any material damage to Yolo County property at the shelter.

COMPLIANCE WITH APPLICABLE REGULATIONS

All operations, programs and services provided shall be conducted in accordance with all federal, state, and local laws. Providers shall provide all staffing, any additional equipment desired, and supplies as well as obtain all permits, licenses, and registrations required to provide the proposed services.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the selected Provider(s) by the Contract Administrator, and all other documents to which the selected Provider's employees have access during the term of the agreement, shall be treated as confidential information to the extent permitted by law, and any oral or written disclosure to unauthorized individuals except as permitted by law, is prohibited.

Because Yolo County will continue ownership of the shelter facility, including but not limited to grounds and buildings, the selected Provider(s) shall provide public access to information that is normally considered a matter of public record at any publicly-owned facility.

REQUIRED PROPOSAL ELEMENTS

This section explains the procedure to be followed by all bidders. Bidders are cautioned to carefully read and follow the procedures required by this section. Material deviations from these requirements may cause rejection of proposals.

The proposal must contain the following elements:

- 1) A cover letter
- 2) Bidding organization information including a description of qualifications, experience and references
- 3) A proposed business plan including:
 - a) A proposed budget
 - b) Proposed programs and services
 - c) A proposed organization chart identifying the management and staffing levels
- 4) Additional information, if any

COVER LETTER

Each proposal must be accompanied by a cover letter limited to one page that references the title of this RFP and includes the following detailed bidding organization information:

- 1) If the proposal is for animal sheltering services, animal control services or both

- 2) Full legal name of the bidding organization and legal business status;
- 3) Name, title, address, telephone number and email address of the person or persons authorized to represent the bidder in negotiations with respect to the RFP and any subsequent awarded contract.

BIDDING ORGANIZATION INFORMATION

The Bid Proposal shall provide the following information about the Bidding Organization:

- 1) Experience and qualifications of the person(s) authorized to represent the Bidding Organization in facilitating complex contractual service needs, including a resume of this person.
- 2) Brief history of the Bidding Organization, including the date established under the current name.
- 3) List of the Bidding Organization's current activities and locations.
- 4) Current number of employees.
- 5) Description of the Bidding Organization's experience providing relevant or comparable services, including statistical data for animal intakes and outcomes (if applicable) and references.

BUSINESS PLAN

Submit a proposed business plan. This must reflect an understanding of the overall goals of the Program and should demonstrate an interest in assisting with the Program goals to promote and protect the health, safety and welfare of animals and people in Yolo County. The plan should include:

- 1) Proposed budget including bidder's cost (preferably in the form of a spreadsheet) for the operational costs of the proposed program and services to be provided for three years, showing projected operating expenses and projected revenues. You may indicate categories of services in your projected revenues, as well as categories of projected expenses (e.g. salaries, supplies, fees and insurance, etc.). You do not need to disclose proprietary or confidential information, but you should demonstrate realistic expectations of revenues and all expenses, and show that you are able to plan a financially viable operation.
- 2) Proposed programs and services with a brief discussion of service approach.
- 3) Organizational chart including number of staff, and categories of each (animal care technician, veterinary, vet technician, clerical, etc.).

PROPOSAL SUBMITTAL AND REVIEW PROCESS

PROPOSAL QUANTITIES, DUE DATE, TIME, LOCATION

Submit one (1) hardcopy and (1) electronic version of the proposal to the LAFCo office **no later than 5 pm on Monday, August 25, 2014**. Electronic versions may be submitted either via email or other digital form (i.e. CD). The electronic version of the proposal will be forwarded to contracting agencies for review, so please be mindful of ease of transmission.

Submittal address:

Christine Crawford
Yolo LAFCo
625 Court Street, Suite 203
Woodland, CA 95695
christine.crawford@yolocounty.org

SERVICE PROVIDER COMMUNICATIONS

A bidders' tour of the current shelter facility will occur on **Thursday, August 7, 2014 from 10am until 12pm**. Please register for the tour by emailing Christine Crawford at christine.crawford@yolocounty.org.

Outside of the bidder's tour, only email communications will be accepted **up until Friday, August 15, 2014 at 12pm**. All responses will be provided via email. Questions and responses will be shared with all organizations that

provide an email address. Any questions regarding the submittal process and/or the technical aspects of the project may be made via email to Christine Crawford at christine.crawford@yolocounty.org. **Do not contact YCAS staff directly for questions associated with this RFP and/or your proposal – we want them to focus on their animal welfare efforts.** Thank you in advance for respecting this request.

EVALUATION PROCESS

INITIAL PROPOSAL REVIEW

Proposals will be ranked based upon the merits of the proposal, written qualifications and experience of the organization or team. The review team will determine finalists by ranking and consensus and those finalists will be notified.

GOVERNANCE PROCESS

Once finalists have been determined, the cities currently contracting for service will need to decide whether the information contained in the proposals show that a public-private partnership is the preferred governance model for providing animal services. If so, the contracting agencies will need to determine whether they will elect to organize themselves via a JPA, MOU, etc. as the Contract Administrator.

This preferred governance model would likely need to be created prior to interviews, making a proposal selection and approving the contract(s). This process is estimated to take as much as 3-6 months. Therefore, it is understood that cost proposals and staffing may need to be updated prior to selection and finalizing a contract. LAFCo reserves the right to modify the proposal evaluation process as needed and will notify all bidders of any changes.

EVALUATION CRITERIA

Interviews of proposal finalists will occur following completion of the governance process described above on a date and time to be determined. Organizations/teams will be ranked as follows:

- Demonstrated understanding of the project goals and responsiveness of the proposal to meeting these goals.
- Quality of the business plan and approach.
- Likelihood that the proposal will provide the best value compared to other submitted proposals.
- Qualifications of the project team and level of relevant experience.

A panel will compare their individual rankings, discuss and reach a consensus decision. LAFCo, the cities and/or Yolo County reaffirms its right to make any selection it deems prudent.

OTHER TERMS AND CONDITIONS

- 1) All facts and opinions stated within this RFP and in all supporting documents and data are based on available information from a variety of sources. Additional information may be made available via written addenda throughout the process. No representation or warranty is made with respect thereto.
- 2) LAFCo will not pay any costs associated with the preparation, submittal, or presentation of any proposal.
- 3) To withdraw a proposal, an authorized representative of the bidder must submit a written request to LAFCo. After withdrawing a previously submitted proposal, the bidder may submit another proposal at any time up to the deadline for submitting proposals.
- 4) LAFCo will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless LAFCo formally requests such in writing.
- 5) Bidders are liable for all errors or omissions contained in their proposals. Bidders shall not be allowed to alter proposal documents after the deadline for submitting a proposal.
- 6) A bidder may not submit the bidder's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, LAFCo, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

- 7) The bidder may not subcontract, transfer, or assign any portion of the contract without prior, written approval from LAFCo. LAFCo must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of LAFCo and with prior, written approval from LAFCo. Notwithstanding the use of approved subcontractors, the bidder, if awarded a contract under this RFP process, shall be the prime contractor and shall be responsible for all work performed. The Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.
- 8) If a bidder indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of LAFCo.
- 9) A proposal shall be disqualified and rejected by LAFCo if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidder, a city or County employee, or any Competitor.
- 10) The successful Contractor will be required to provide and maintain insurance as required and listed in Exhibit "A" before commencing work on the contract.
- 11) Before a contract pursuant to this RFP is signed, the bidder must hold all necessary, applicable business and professional licenses. LAFCo may require any or all bidders to submit evidence of proper licensure.
- 12) LAFCo reserves the unilateral right to amend this RFP in writing at any time. LAFCo also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all bidders. Bidders shall respond to the final written RFP and any exhibits, attachments, and amendments.
- 13) LAFCo reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Bidders must comply with all of the terms of this RFP and all applicable State and County laws and regulations. LAFCo may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 14) LAFCo reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of LAFCo. Where LAFCo waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the bidder from full compliance with the RFP. Notwithstanding any minor variance, LAFCo may hold any bidder to strict compliance with the RFP.
- 15) All proposals become the property of LAFCo, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Bidder shall defend, indemnify and hold LAFCo harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a CPRA request. If bidder does not respond to a CPRA request or agree to do so within five (5) days, LAFCo may disclose the requested information under the CPRA."
- 16) The evaluation process is designed to award the procurement to the bidder with the best combination of attributes based upon the evaluation criteria. LAFCo reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all bidders. If clarifications are made as a result of such discussion, the bidder shall put such clarifications in writing.
- 17) Proposals will only be considered from organizations normally engaged in providing the types of commodities/services specified herein. LAFCo reserves the right to inspect the bidder's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine bidder's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

- 18) LAFCo's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by LAFCo.
- 19) The successful bidder must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded bidder to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible bidder.
- 20) If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.
- 21) There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.
- 22) Bidders who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of LAFCo. Notice shall be provided in writing by e-mail or hard copy directly to the RFP Coordinator prior to the closing date and time of the designated email communication period noted in the Service Provider and Communications section of the proposal noted above. Notice must be clearly marked "Notice of Protest of Specifications/Requirements/Terms & Conditions". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above. Bidders who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

EXHIBITS

- A. Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA) Service Contract Insurance Requirements
- B. Adopted 2014-15 Yolo County Animal Services Budget

EXHIBIT A

SERVICE CONTRACT INSURANCE REQUIREMENTS

- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverage and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverage (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. Comprehensive General Liability – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. Automobile Liability – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. Professional Liability/Malpractice/Errors and Omissions – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (if no employees, this requirement automatically does not apply.)
 2. The Contract Administrator, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverage. . [NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.] It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the Contract Administrator's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Contract Administrator (if agreed to in a written contract or agreement) before the

Contract Administrator's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the Contract Administrator Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the Contract Administrator's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the Contract Administrator Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Contract Administrator.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail (return receipt requested) has been given to the Contract Administrator (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the Contract Administrator Risk Manager.
 8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the Contract Administrator, its officers, agents, employees and volunteers. Any insurance maintained by the Contract Administrator shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the Contract Administrator, its officers, employees, agents and volunteers.
- B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the Contract Administrator with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its

behalf. All endorsements are to be received by, and are subject to the approval of, the Contract Administrator Risk Manager before work commences. Upon Contract Administrator's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

- C. During the term of this Agreement, Contractor shall furnish the Contract Administrator with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon Contract Administrator's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. The Contract Administrator reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the Contract Administrator in the same manner and to the same extent as Contractor is bound to the Contract Administrator under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the Contract Administrator.
- E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the Contract Administrator at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

EXHIBIT B

Program Summary
<p>This budget unit funds the operation of the Yolo County Animal Services Shelter and Patrol Services provided by the unit. The Animal Service Unit:</p> <ul style="list-style-type: none"> • Protects the public from aggressive, dangerous dogs causing injury to people and other animals, which includes investigating and quarantining vicious animals. • Offers low-cost vaccinations and microchips to the public of owned animals and provides health and welfare checks for injured, sick, abused and neglected animals, for both stray and owned animals. • Offers safe-keeping of owned animals when owners are involved in traffic accidents, fires, or death of owners until next of kin can be located. • Enforces laws pertaining to animal abuse including animal fighting, hoarding cases and cases of neglect and abandonment. • Manages the rabies control program in reports of animal bites and enforces State and County rabies and licensing laws.

Program Objectives
<p>Objective A: Return to their rightful owners all dogs and cats which are impounded.</p> <p>Objective B: Find suitable homes for all impounded, healthy and adoptable dogs and cats.</p> <p>Objective C: Educate the public by explaining state and local laws, codes and regulations relating to the care and control of animals.</p> <p>Objective D: Investigate rabies calls which include domestic animals and wildlife.</p>

Performance Measurements				
Measurement	2011-12 Actual	2012-13 Actual	2013-14 Estimate	2014-15 Projection
Number of responses to calls for services	11,739	9,736	10,000	10,000
Average daily population at the shelter	190	118	130	130
Number of animals returned to rightful owners	662	666	600	600
Number of animals adopted by suitable homes	568	725	555	555
Number of presentations made to promote proper pet control and management	30	41	30	30
Number investigations regarding potential rabies	620	678	700	700
Total number of dogs vaccinated at Public clinics	236	120	150	150
Total number of rabid bats	1	5	2	2

Sheriff-Coroner
Animal Services
Budget Unit 280-1 Fund 110

Significant Items and/or
Changes in 2014-15
 No significant changes.

Revenue Sources for 2014-15	
General Fund	\$315,459
Public Safety	\$0
Federal/State/ Other Govt	\$1,091,268
Fees	\$604,515
Other Revenue	\$48,500
TOTAL	\$2,059,742

Staffing History of Unit	
2012-13 Funded	15.0 FTE
2013-14 Funded	19.0 FTE
Recommended 2014-15	19.0 FTE
2014-15 Funded	19.0 FTE