



**Item:** City Commission to authorize the City Manager to issue a Request for Proposals (RFP) for the operation of the Great Falls Animal Shelter and Animal Control Services

**From:** Jennifer Reichelt, Deputy City Manager

**Presented By:** Greg Doyon, City Manager

**Action Requested:** Direct the City Manager to issue an RFP for the operation and management of the Great Falls Animal Shelter and Animal Control Services

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (authorize/not authorize) the City Manager to issue a Request for Proposals for the operation and management of the City’s Animal Shelter and for Animal Control Services.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls for the vote.

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**Staff Recommendation:** Authorize the City Manager to issue a Request for Proposals.

**Background:**

The City of Great Falls has been operating the Great Falls Animal Shelter and providing animal control services for the community for the past three years. The City is interested in issuing an RFP for the operation of its Animal Shelter Facility and Animal Control Services.

The City is seeking a successful proposer who has the capacity to provide for both the operation and control aspect of the facility. However, the animal control aspect of the RFP is considered optional.

The entity responsible for the operations of the Animal Shelter will accept for refuge all animals brought to the shelter by any animal control officer or member of the public surrendering his or her own animal. They will also work closely with the entity providing Animal Control Services.

The entity providing animal control services will be fully responsible for taking animals into custody, transportation of animals, administration and enforcement of all animal ordinances, and investigation of animal complaints. They will be required to work closely with the Animal Shelter and coordinate staffing and on-call schedules.

During the term of the contract the entity providing operations shall be entitled to use the shelter building located at 1010 25th Avenue N. E., Great Falls, Montana. In addition to the building, the successful proposer(s) will have access to the current Shelter vehicle inventory (if providing animal control services) and the current inventory, equipment, fixtures and furniture located at the Great Falls Animal Shelter.

The City will be responsible for maintaining and keeping the shelter building and all of its structural elements in good condition and repair.

### RFP Timeline

Commission Approval RFP	October 5, 2010
Legal Advertising	October 13 <sup>th</sup> , 17 <sup>th</sup> and November 14 <sup>th</sup> 2010
RFP Available to the Public	Monday, October 13 <sup>th</sup> , 2010
Mandatory Walk Through & Pre-Bid Meeting	Monday, October 25 <sup>th</sup> at 10 a.m.
RFP Proposals due by 5 p.m.	Monday, November 22, 2010
Evaluation of Responses	November 23 <sup>rd</sup> – December 3 <sup>rd</sup>
Staff Report drafted for City Commission	Week of December 6 <sup>th</sup>
Contract developed/negotiated	December 6 <sup>th</sup> – 17 <sup>th</sup> , 2010
City Commission Action	January 4, 2011
Transition Meeting	Week of January 11 <sup>th</sup> 2011
Official Change of Management	January 31, 2011

### **Fiscal Impact:**

A portion of the funds collected by the proposer(s) for adoption, impounds, licenses, or donations shall be retained by the entity providing operations in partial consideration for the services being provided to the City of Great Falls as determined during contract negotiations. All animal-related fines and penalties assessed by Municipal Court and other animal-related funds derived from other court revenue will be retained by the City of Great Falls.

### **Concurrences:**

The City Commission reviewed and commented on the draft RFP at the September 21, 2010 Work Session.

### **Alternatives:**

If the RFP is not issued, the City can continue operating the Animal Shelter and providing Animal Control services.

### **Attachments/Exhibits:**

1. RFP - Animal Shelter Operations & Animal Control Services



Request for Proposal (RFP)

City of Great Falls

Animal Shelter Operations

&

Animal Control Services

*Available to the public – October 13<sup>th</sup>, 2010*

# Request for Proposal

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## Section 1: General Information

### Request for Proposal (RFP)

**ALL PROPOSALS ARE DUE BY 5 P.M. MONDAY, NOVEMBER 22<sup>ND</sup> 2010**

#### RFP INITIATIVE

Animal Shelter Operations & Animal Control Services.

All proposers must respond in detail to each element of this RFP in order to be considered for contract award.

Five copies of the proposals should be mailed or hand delivered to the address below with the price schedule in a separate sealed envelope.

***Proposals should be postmarked or hand delivered by the RFP deadline, as set forth above to:***

City of Great Falls  
Lisa Kunz  
City Clerk  
PO Box 5021  
Great Falls, MT 59403-5021

Physical address:  
Great Falls Civic Center  
#2 Park Drive South, Room 201  
City Clerk's Office  
Great Falls, MT 59403

***Questions regarding this RFP should be submitted no later than  
Monday, November 15, 2010 and should be addressed to:***

Jennifer Reichelt  
Deputy City Manager  
jreichelt@greatfallsmt.net  
Phone - 406-455-8417  
Fax - 406-727-0005

## Section 2: Objectives

### INTRODUCTION OF OBJECTIVES

This Request for Proposal (“RFP”) is issued by the City of Great Falls for the purpose of obtaining information and pricing regarding management and operations of the Great Falls Animal Shelter and for providing Animal Control Enforcement Services. Respondents are highly encouraged to submit a proposal for both operations and animal control services. However, responding to Section 8 for Animal Control Services is optional. It is the intent of the City of Great Falls to review and assess the RFP responses to determine if the response from solicited proposers meets the needs of the Great Falls community.

Proposers are expected to provide their best and most competitive proposal. Proposals will address how the responder will meet and evaluate each requirement in the RFP.

The City reserves the right to reject any or all Proposals or portions thereof if the City determines that it is in the best interest of the City to do so.

## Section 3: Information for Proposers

### DISCLAIMER

This RFP does not form or constitute a contractual document. The City of Great Falls shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP.

### EXAMINATION OF DOCUMENTS

Before submitting the proposals, the proposer shall:

- Carefully examine the Standards and Specifications as well as all other attached documents;
- Become fully informed of the existing conditions and limitations in regards to facilities, equipment and Montana prevailing wage requirements (18-2-403 (1) and 18-2-409, MCA);
- Include with the proposal sufficient information to cover all items required in the specifications.

### WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally or by written request at any time prior to the due date set for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

### QUOTE VALID

The proposer must honor its quote for a period of ninety (90) days after the RFP due date.

## CERTIFICATION

The proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

## INSURANCE REQUIREMENTS

Proposer agrees to obtain, at its own expense, and to keep in full force and effect during the term of this agreement the following insurance coverages. All policies shall be issued by companies licensed to do business in the State of Montana and having at least an "A" rating in the current Best's Manual. All such policies of insurance shall be endorsed to be primary of all other valid and collectible coverage's maintained by the contractor with respect to this agreement. All applicable policies will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with the Proposer's obligation under this paragraph.

- **Workers' Compensation Insurance** – The Proposer shall comply with all requirements and conditions of the State of Montana Workers' Compensation Laws; also with all rules, regulations and decisions made during duration of this Agreement.
  - The Proposer shall carry Workers' Compensation Insurance for all of his employees employed at the site of the project; the Proposer shall require his subcontractors similarly to provide Workers' Compensation Insurance unless such employees are covered by the protection afforded by the Proposer. When appropriate, an Exempt Form should be provided. Employer's Liability shall carry the statutory limit of Workers' Compensation Insurance.
- **Comprehensive General Liability** – Said coverage shall have limits of not less than \$750,000 per claim, \$1,500,000 per occurrence, combined single limit for bodily injury and property damage.
  - The Contractor shall name, as an additional insured, the City of Great Falls. The contractor shall furnish to the City of Great Falls, **prior to beginning work under the agreement**, a certificate of insurance including a copy of the Additional Insured Endorsement as evidence that the required coverage is in effect.
  - Should contractor fail to provide such certificate(s) or make other arrangements as required by this Agreement, the City of Great Falls may cancel the Agreement.
- **Property Coverage** – The proposer certifies that it/they can comply with providing all risk property insurance, including contents coverage covering the buildings for their full replacement value.

## INDEMNIFICATION

Proposer agrees to indemnify, hold harmless and defend the City of Great Falls, its officers, directors, agents, servants and employees ("indemnitees") from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law or ordinance of permission of contractor.

Such indemnification by Proposer shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of the City of Great Falls.

PROPOSAL MODIFICATIONS

Proposals shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted on other forms may be rejected. No oral, telephone, or telegraphic proposals or modifications will be considered.

CERTIFICATION OF ALTERATION OR ERASURE

A proposal shall be rejected should it contain any material alteration or erasure, unless, before the proposal is submitted each such alteration or erasure has been initialed in INK by the authorized agent signing the proposal.

SIGNATURE

All proposals shall be typewritten or prepared in ink and must be signed in longhand by the proposer or proposer’s agent or designee, with his/her usual signature. A proposal submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Proposals submitted by a proprietorship must be signed by the owner-and the name of each person signing shall be typed or printed legibly below the signature.

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\*Those responding to the RFP are required attend the walk through and pre-bid meeting. If you will be participating in the Walk Through and Pre-Bid Meeting please email [jreichelt@greatfallsmt.net](mailto:jreichelt@greatfallsmt.net) by Friday, October 22<sup>nd</sup>.

QUESTIONS

Questions regarding this Request for Proposal are to be directed to the contact person listed in Section 1 (Jennifer Reichelt, Deputy City Manager – [jreichelt@greatfallsmt.net](mailto:jreichelt@greatfallsmt.net)) via email no later than November 15, 2010.

Those responding to the RFP should avoid contacting city elected officials directly throughout the RFP process, as the City Commission serves as the city’s decision making authority and will be responsible for awarding the contract to the successful proposer.

The City Of Great Falls will make every effort to provide a written response within two (2) business days of receipt of email question. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposal, a copy of which will be available online.

Proposers must submit their questions via email and should include the following information:

- Proposer’s name, requester, and appropriate contact information.
- Clearly state the question and Request for Proposal section.

#### INITIAL EVALUATION

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

#### RFP SUBMISSION

Upon the submission of the RFP response, the proposer acknowledges that all information is accurate and complete.

## Section 4: RFP Evaluation and Selection Process

Evaluation of the proposals may include, but is not limited to, the following criteria:

- Experience level
- References
- Capacity to assume new business
- Ability to meet requirements
- Total cost competitiveness
- Availability (timetable) for providing goods and/or services
- Breadth of services available
- Company’s financial stability
- Ongoing support
- Reporting capability
- Quality control process
- Process improvements
- Training
- Price
- Compliance with appropriate City of Great Falls policies, procedures and city codes as well as applicable state and county regulations and codes (i.e. MCA)

## Section 5: Scope of Work

### SUMMARY

For the past three years, the City has been operating the animal shelter and providing animal control services for the community. The City of Great Falls is seeking RFPs for the operation of its Animal Shelter Facility, located at 1010 25<sup>th</sup> Avenue N.E., Great Falls, Montana and for Animal Control Services. The City is seeking a successful proposer who has the capacity to provide for both the operations and control aspect of the facility. However, the animal control aspect of the RFP should be considered optional and only those proposers who are interested in providing animal control services should respond to Section 8 of the RFP.

The successful proposer for Animal Shelter Operations will be responsible for the operations of the Animal Shelter and will accept for refuge all animals brought to the shelter by any animal control officer or member of the public surrendering his or her own animal from contracting entities or organizations. The successful proposer shall also be responsible for locating the owners of stray animals by checking microchips and using animal shelter records and holding animals for a minimum of 72 hours. If the owner has surrendered the animal or cannot be found, the proposer will find a suitable home for any animal considered to be adoptable; and to euthanize humanely and lawfully those neither claimed nor adopted. If the successful proposer will be operating a "no-kill" shelter, they will be responsible for implementing a thorough management, care and adoption plan for all animals that come into the care of the facility.

A copy of the City's file of existing licenses will be given to the successful proposer at the start of the contract; it will be up to the proposer to maintain records in the future. The proposer will also work closely with the entity providing Animal Control Services.

The successful proposer for Animal Control Services agrees to be fully responsible for taking animals into custody, transportation of animals, administration and enforcement of all animal ordinances, and investigation of animal complaints. The proposer will be required to work closely with the Animal Shelter and coordinate staffing and on-call schedules.

During the term of the contract the proposer(s) shall be entitled to use the shelter building located at 1010 25<sup>th</sup> Avenue N. E., Great Falls, Montana. In addition to the building, the successful proposer(s) will have access to the current Shelter vehicle inventory (if providing animal control services) and the current inventory, equipment, fixtures and furniture located at the Great Falls Animal Shelter.

The City will be responsible for maintaining and keeping the shelter building and all of its structural elements in good condition and repair. The proposer will maintain and make all necessary repairs to furniture, fixtures, equipment, vehicles and signage. If the proposer desires to construct at its own expense, any additional improvements the proposer shall obtain the approval of the City prior to the construction of any improvements. Except for reasonable wear and tear, the proposer agrees to return the building to the City at the end of the contract period in its current condition.

A portion of the funds collected by the proposer(s) for adoption, impounds, licenses, or donations shall be retained by the proposer in partial consideration for the services being provided to the City of Great Falls as determined during contract negotiations. All animal-related fines and penalties assessed by Municipal Court and other animal-related funds derived from other court revenue will be retained by the City of Great Falls. The proposer(s) will issue receipts and maintain a cash receipt record for all funds received. A mutually agreeable system of accounting will be established to provide the necessary accounting controls for the protection of the parties to this agreement.

## Section 6: General Agreement & Understandings

- 1) The City of Great Falls will not discriminate against any proposer as a result of race, color, creed, religion, sex, or national origin.
- 2) It is understood that the proposer and its employees will be independent from the City and will not be considered employees of the City.
- 3) While not required to retain current Animal Shelter employees, the successful proposer(s) agrees to provide preferential consideration to the existing employees.
- 4) The successful proposer(s) will operate the shelter in accordance with local, state and federal laws; and in accordance with the humane guidelines of a nationally recognized humane organization, such as the Humane Society of the United States, the American Society for the Prevention of Cruelty to Animals, or the American Humane Association.
- 5) The successful proposer(s) shall design and present to the City of Great Falls a long-range plan for shelter operations and agrees to provide annual progress reports. If providing animal control services, long-ranging planning for this area will also be included in the plan.
- 6) The successful proposer(s) agrees that services provided to other government entities shall not interfere with the services being provided to the City as part of this contract. Funding for those services shall be borne by the agency(s) requesting the service at a rate that is comparable to the rate being paid by the City of Great Falls.
- 7) The successful proposer(s) agrees to establish and implement a complaint procedure process that ensures all complaints received from the public are thoroughly examined and addressed in a timely manner.
- 8) The proposer and any of their subcontractors doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. Proposers are not required to have registered with the DLI prior to bidding on this project, but must have registered prior to execution of the Contract Agreement. State of Montana Prevailing Wage Rates for Non-Construction Services are in effect for this contract (see attachment C). The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin and the CONTRACTOR shall provide that at least 50% of the workers of each contractor working on the project will be bona fide Montana residents in compliance with 18-2-403 (1) and 18-2-409, MCA.
- 9) During the term of any contract the proposer(s) shall be entitled to use the existing shelter building located at 1010 25th Avenue N. E., Great Falls, Montana and surrounding land for related/appropriate storage/equipment needs. The proposer(s) must agree that during the term of any contract the general repair, maintenance, insurance and all other associated costs relating to vehicles, equipment and the shelter building will be the responsibility of the proposer(s).

- 10) The city will conduct an annual walk through of the building to review the building's structural elements and develop a plan of action for repair and upkeep.
- 11) During the term of any contract the proposer(s) shall be entitled to use the current Animal Control Services fleet vehicles (if providing Animal Control Services) and equipment, furniture and current inventory of the Great Falls Animal Shelter (see Attachment "D" for complete listing).
- 12) Quarterly financial statements and notes to the financial statements will be submitted to the City Fiscal Services Director with supplemental statistical information pertinent to the service and operation of the facility for fiscal review.
- 13) An independent annual audit will be performed and the report provided to the City no later than 90 days after the proposers fiscal end.
- 14) A portion of the funds, as agreed to during contract negotiation, collected by the successful proposer(s) for adoption, impounds, licenses, or donations shall be retained by the proposer in partial consideration for the services being provided to the City of Great Falls.
- 15) The proposer will use the policies and procedures adopted by the Great Falls Animal shelter (Attachment G), or similar standards as set forth by the UC-Davis Koret Shelter Medicine Program ([www.sheltermedicine.com](http://www.sheltermedicine.com)) or similar nationally recognized agency.

## Section 7

### Animal Shelter Operations Request for Proposal Requirements

## Section 7: Animal Shelter Operations Request for Proposal Requirements

### I. Commercial Requirements

- A. The initial length of this contract shall be two (2) years with three (3), 1-year options to renew by mutual agreement of the City of Great Falls and the Proposer (the "Parties").
- B. The effective date of this contract will be January 31, 2011.
- C. Proposer agrees to obtain, at its own expense, and to keep in full force and effect during the term of this agreement the following insurance coverages. All policies shall be issued by companies licensed to do business in the State of Montana and having at least an "A" rating in the current Best's Manual. All such policies of insurance shall be endorsed to be primary of all other valid and collectible coverage's maintained by the contractor with respect to this agreement. All applicable policies will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with the Proposer's obligation under this paragraph.
  - 1. Workers' Compensation Insurance – The Proposer shall comply with all requirements and conditions of the State of Montana Workers' Compensation Laws; also with all rules, regulations and decisions made during duration of this Agreement.
    - a) The Proposer shall carry Workers' Compensation Insurance for all of his employees employed at the site of the project; the Proposer shall require his subcontractors similarly to provide Workers' Compensation Insurance unless such employees are covered by the protection afforded by the Proposer. When appropriate, an Exempt Form should be provided. Employer's Liability shall carry the statutory limit of Workers' Compensation Insurance.
  - 2. Comprehensive General Liability – Said coverage shall have limits of not less than \$750,000 per claim, \$1,500,000 per occurrence, combined single limit for bodily injury and property damage.
  - 3. Property Coverage – The proposer certifies that it/they can comply with providing all risk property insurance, including contents coverage covering the buildings for their full replacement value.
- D. The Contractor shall name, as additional insured, the City of Great Falls. The contractor shall furnish to the City of Great Falls **prior to beginning work under the agreement**, a certificate of insurance including a copy of the Additional Insured Endorsement as evidence that the required coverage is in effect.
  - 1. Should contractor fail to provide such certificate(s) or make other arrangements as required by this Agreement, the City of Great Falls may cancel the Agreement.

- E. Proposer agrees to indemnify, hold harmless and defend the City of Great Falls, its officers, directors, agents, servants and employees (“indemnitees”) from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorney’s fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law or ordinance of permission of contractor.

Such indemnification by Proposer shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of the City of Great Falls.

**II. Technology, Service & Reporting Requirements: The proposer shall provide the following:**

A. Technical proposal

1. The name and address of the principal member/officer of the firm/board responsible for administration of the contract.
2. Name, address and resume of the individual who will be managing the facility. If such an individual has not yet been hired, the proposer must provide a job description for the position that details the qualifications necessary to be hired.
3. Names of key personnel who will be assigned to work at the facility. If such individuals have not yet been hired, the proposer must provide a job description for each position to be filled that includes the qualifications, such as experience and areas of competence, that are necessary to be hired.
4. Description of past contracts completed by the proposer of a similar nature or scope.
5. Names and addresses of at least one (1) or not more than five (5) references, including a contact name and number.
6. A list of all proposed sub-proposers/contractors, including addresses, qualifications, and areas of responsibility.

B. Service

1. Operate the shelter in accordance with local, state and federal laws and guidelines; and in accordance with the humane guidelines of a nationally recognized humane organization, such as the Humane Society of the United States, the American Society for the Prevention of Cruelty to Animals or the American Humane Association.
2. The shelter shall be used for animal control operations for the City of Great Falls, Cascade County, Malmstrom Air Force Base and other entities, as long as those entities are paying for the service.
3. Accept for refuge all animals brought in by any City of Great Falls animal control officer or member of the public from participating jurisdictions.
4. Make every reasonable effort to locate owners of animals believed to be lost, strayed or stolen; if a previous owner cannot be found or an owner surrendered the animal, to find suitable homes for any animals believed to be adoptable; and to euthanize humanely and lawfully animals neither claimed nor adopted.
5. Maintain animals in suitable enclosures that provide adequate space to prevent overcrowding and to maintain normal exercise, according to species. Cages holding cats must contain a litter box for each cat.
6. Restrain animals by providing adequate fencing.
7. Submit to annual inspections of the Animal Shelter by an agency as determined by the City of Great Falls, that is similar in nature to the Humane Society of the United States, American Society for the Prevention of Cruelty to Animals, the American Humane

Society or an agency/agent recommended by UC-Davis Koret Shelter Medicine Program.

C. General Reporting Requirements

1. Supply a monthly report within 15 days after month end to the City of Great Falls that categorizes the following minimum information, by jurisdiction:
  - a) A description of each animal acquired, including but not limited to, breed or breed type, color, gender, appearance and behavior;
  - b) The manner and date of acquisition, disposition and impoundment;
  - c) An impoundment number for the animal;
  - d) Number of adoptions, spay/neuters performed and inoculations;
  - e) Number of animals rescued
  - f) Number of licenses issued.
  - g) Number of animals euthanized
  - h) Number of animals quarantined and the reason for quarantine;
  - i) Number of calls for service (dog bites, inquiries, requests, etc.)

D. Financial Reporting

1. Present a proposed business plan, budget and list of fees to the City of Great Falls City Manager and City Commission no later than three (3) months in advance of the beginning of each fiscal year, for approval in anticipation of the upcoming fiscal year.
2. Prepare a quarterly report for the City of Great Falls with the actual operating costs and revenues received during the period for the first two years of the contract, and annually for subsequent years.
3. Deliver an annual report and audited annual financial statement to the City of Great Falls within 90 days after the end of each fiscal year, confirming the actual operating costs and revenues received for that fiscal year.
4. The City of Great Falls and any other participating jurisdiction may, at its sole discretion and cost, conduct an annual audit of the selected proposer, including the right to inspect and make copies of books and records relating to the provision of Animal Shelter services.
5. Provide to the City of Great Falls Fiscal Services Office a description of all accounting policies and procedures, including specifics of all checks and balances in place to ensure that all monies handled by the selected proposer's employees is appropriately accounted for.
6. Provide a sample of any and all reports and their frequency.

**III. Planning, Performance, Service & Satisfaction: *The proposer shall provide the following:***

A. Goals & Objectives – Long Range Planning

1. Provide a detailed list of the goals and objectives of the proposer's response, including the expected outcome and benefits to the City of Great Falls.

B. Performance & Services

1. Animal Care

- a) Identification of the minimum standards for the caring of animals, with particular attention to:
  - Health evaluation upon admissions.
  - Provide sufficient and wholesome food and potable water, with water being available at all times. Food and water containers shall be kept clean.
  - Treatment of sick, diseased, quarantined or injured animals.
  - Proper bedding and kennel care
  - Removal and proper disposal of animal and food waste, soiled bedding and debris.
  - Daily, weekly and monthly cleaning requirements at the facility.
  - Provisions for animals to be protected from water and cleaning agents during cleaning.
  - Provisions to minimize vermin infestation, odors and disease.
  - Provisions to provide adequate drainage.
- b) A description of how the proposer will segregate animals.
- c) A description of how and when the proposer will quarantine animals.
- d) A description of the disease control and prevention program.
- e) A description of the microchipping program.
- f) A description of the spay and neuter program.
- g) A description of the circumstances in which euthanasia will be used, and the methods to be used.
- h) A procedure for an owner to place animals in the facility.
- i) A description of how individuals seeking information ~~on~~ animals will be able to contact the Animal Shelter for information.
- j) A description of how the proposer will reunite animals with their owners or, failing to do so, what adoption procedures the proposer will take to provide an animal with a suitable new home. Include sample forms and adoption criteria.

2. Policies & Procedures & Staffing

- a) Proposer recognizes that the State of Montana Prevailing Wage Rates for Non-Construction Services are in effect for this contract.
- b) A description of the proposer's philosophy regarding shelter management, including a provision regarding service at the animal shelter, including whether the facility would be low- or no-kill.
- c) Details on the proposed organizational structure and staffing levels.
- d) The shelter or shelter representative shall be available 24-hours a day, seven days a week on an emergency response basis. The animal shelter facility shall be opened to the public at least 40 hours each week, with one day being Saturday.
- e) The proposer shall provide an on-call procedure whereby animals may be delivered to the shelter after normal business hours.
- f) A detailed description of how the existing facility is to be operated
- g) A detailed complaint resolution process, from time of receipt to closure.
- h) A complete list of personnel policies, including details on how training and performance evaluations are to be addressed.

- i) A list of proposed shelter hours, including the number of hours of operation and the number of hours for public access.
- j) A list of services that will be provided to the general public, including those outside of normal operating hours.
- k) A list of any mandatory and preferred training and/or education that any employees or volunteers providing services must have.
- l) A list of personnel by job description, including shift schedules that will provide coverage by the proposer's employees during all hours of operation.
- m) A description of how veterinarian services will be provided, including inoculations, vaccinations, spaying and neutering and medical attention for sick or injured animals.
- n) If the proposer is a non-profit organization, they must have an operating Board of Directors or agree to establish one and to provide board bylaws.

3. Equipment, Maintenance & Utilities

- a) Provide a list of all specialized equipment that will be used to provide services, including portable cages, snares, etc.
- b) A list of all computer hardware and software that the proposer intends to use in the provision of services, including a plan to develop a website to enhance pet recovery and adoption. All software shall be readily obtainable in the commercial market (proposer will have access to the current software used at the Shelter if they choose to use it).
- c) A description of how the proposer will deal with security, maintenance and repair of its portion of the interior of the facility, including but not limited to painting, cleaning, repair or replacement of damaged or worn fixtures, boiler service and custodial services.
- d) The proposer shall purchase and maintain during the term of this contract all-risk property insurance covering the buildings for their full replacement value.
- e) The proposer will pay all utilities connected to the shelter operation and enforcement operation if they are combined.
- f) Upon expiration or termination of agreement, the proposer shall surrender use of the Animal Shelter and any equipment that belongs to the City.

4. Customer Service, Protocols & Fees

- a) The proposer shall inspect kennels in accordance with City Code, 6-08-080 and issue kennel licenses.
- b) The proposer shall provide for the humane disposal of unclaimed animals after holding them for a minimum of 72 hours, unless sickness or injury requires earlier disposal.
- c) A description of euthanization protocols.
- d) A description of the means by which the proposer will dispose of animal carcasses, including those from naturally occurring death or disease and those from euthanasia, including any carcass which may require special handling.
- e) Under no circumstances shall animals be sold for the purposes of medical research or other activities which may harm them without the approval of the City. The proposer shall be responsible for maintaining animals beyond the 72 hour minimum for the completion of any judicial process or to the extent required by law.
- f) A description of a disaster plan for the facility.

g) A list of adoption and licensing fees, with an acknowledgement that no fees or policies of the proposer may change during the term of the contract without the prior, written consent of the City of Great Falls and any other participating jurisdiction. Include what percentage or portion of the annual licensing fee the proposer is requesting to keep fund the operations, maintenance and staffing for the shelter.

5. Fundraising, Community Involvement & Marketing

- a) A description of how the proposer will enhance the visibility of the shelter.
- b) A description of how the proposer will raise additional revenues and funds for the shelter/animal control services.
- c) A description of how a volunteer program will be operated.
- d) A description of how the proposer intends to work with interested community groups.
- e) Any other information that the proposer feels will help the City of Great Falls to review and evaluate its proposal.

C. Satisfaction

- 1. The City of Great Falls can require the proposer to periodically conduct surveys of clients at its cost to determine the satisfaction of clients of the shelter services.
- 2. If the proposer violates the records keeping or reporting requirements, the City may withhold payments due until the discrepancies are remedied. The violation must be remedied within 15 days. If the requirement is not remedied within 15 days, the City may declare the Proposer in default and the contract may be canceled.
- 3. The City of Great Falls may require the proposer to participate in public forums or hearings for the purpose of discussing its services.

**Section 8 - Optional**

**Animal Control Services  
Request for Proposal Requirements**

## Section 8: Animal Control Services Request for Proposal Requirements

### I Commercial Requirements

- A. The initial length of this contract shall be two (2) years with three (3), 1-year options to renew by mutual agreement of both parties.
- B. The effective date of the contract will be January 31, 2011.
- C. Proposer agrees to obtain, at its own expense, and to keep in full force and effect during the term of this agreement the following insurance coverages. All policies shall be issued by companies licensed to do business in the State of Montana and having at least an "A" rating in the current Best's Manual. All such policies of insurance shall be endorsed to be primary of all other valid and collectible coverage's maintained by the contractor with respect to this agreement. All applicable policies will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with the Proposer's obligation under this paragraph.
  - 1. Workers' Compensation Insurance – The Proposer shall comply with all requirements and conditions of the State of Montana Workers' Compensation Laws; also with all rules, regulations and decisions made during duration of this Agreement.
    - a) The Proposer shall carry Workers' Compensation Insurance for all of his employees employed at the site of the project; the Proposer shall require his subcontractors similarly to provide Workers' Compensation Insurance unless such employees are covered by the protection afforded by the Proposer. When appropriate, an Exempt Form should be provided. Employer's Liability shall carry the statutory limit of Workers' Compensation Insurance.
  - 2. Comprehensive General Liability – Said coverage shall have limits of not less than \$750,000 per claim, \$1,500,000 per occurrence, combined single limit for bodily injury and property damage.
  - 3. Property Coverage – The proposer certifies that it/they can comply with providing all risk property insurance, including contents coverage covering the buildings for their full replacement value.
- D. The Contractor shall name, as additional insured, the City of Great Falls. The contractor shall furnish to the City of Great Falls prior to beginning work under the agreement, a certificate of insurance including a copy of the Additional Insured Endorsement as evidence that the required coverage is in effect.
  - 1. Should contractor fail to provide such certificate(s) or make other arrangements as required by this Agreement, the City of Great Falls may cancel the Agreement.
- E. Proposer agrees to indemnify, hold harmless and defend the City of Great Falls, its officers, directors, agents, servants and employees ("indemnitees") from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees), on account of

personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law or ordinance of permission of contractor.

Such indemnification by Proposer shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of the City of Great Falls.

## II Technology, Service, Reporting Requirements

- A. Technical proposal – The proposer shall provide the following:
1. The name and address of the principal member/officer of the firm/board responsible for administration of the contract.
  2. Name, address and resume of the individual who will be providing Animal Control Services.
  3. Names of key personnel who will be assigned to work for the company/Proposer that will be providing animal control services. If such individuals have not yet been hired, the Proposer must provide a job description for each position to be filled that includes the qualifications, such as experience and areas of competence, that are necessary to be hired.
  4. Description of past contracts completed by the proposer of a similar nature or scope.
  5. Names and addresses of at least one (1) or not more than five (5) references, including a contact name and number.
  6. A list of all proposed sub proposers, including addresses, qualifications, and areas of responsibility.
- B. Operations, Staffing & Public Safety
1. Operate Animal Control Services under local, state and federal laws; and in accordance with the humane guidelines of a nationally recognized humane organization, such as the Humane Society of the United State, the American Society for the Prevention of Cruelty to Animals, or the American Humane Association.
    - a) Proposer recognizes that the State of Montana Prevailing Wage Rates for Non-Construction Services are in effect for this contract.
    - b) The Proposer providing Animal Control will be available twenty-four (24) hours a day, seven (7) days a week, on an emergency response basis. Emergency response shall be provided for the following:
      - Vicious animals, or animals, wild or domestic, that reasonably constitute a hazard to persons or other animals or threaten public safety.
      - Injured or very sick animals that are unable to feed on their own, or as requested by the City of Great Falls (dispatch, 911, Police & Fire Departments).
      - Animals in distress, such as those caught in traps.
      - Hardship cases or law enforcement assistance matters.
  2. Submit a proposed staffing plan

- a) For normal, routine patrol, it is anticipated that the proposer will provide a minimum staffing level of at least two eight (8) hour shifts totaling coverage for twelve hours per business day (8 a.m. to 8 p.m.)
  - b) All enforcement officers shall be suitably uniformed to present a clean, respectable image to the public.
  - c) The proposer shall be responsible for securing special police commissions to enable the officers to enforce the terms of the City's animal regulatory ordinances. All enforcement officers will be trained in the issuance of criminal complaints and citations, as well as investigation, report preparation, court procedures, and methods of animal control and handling procedures.
3. The proposer will be responsible for providing the following services:
- a) Apprehend and impound stray dogs and cats.
  - b) Collect and secure evidence of suspected violations.
  - c) Impound animals that are in distress, including hardship cases. (such as owner's arrest, house fire or other emergency situation)
  - d) Removal of small or large dead animals (cats, dogs, deer, skunks, birds, squirrels, etc.) from city streets and right-of-ways within eight (8) working hours of notification during normal business hours, and within sixteen (16) during non business hours.
  - e) Respond to all calls for service and complaints in a timely manner. Response to calls while staff is on call (normal business hours) is fifteen (15) minutes.
  - f) Respond to and provide resolution to complaints regarding animal cruelty.
4. The Proposer agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies for public safety to assure such safety.
5. The Proposer shall comply with all of the laws of the United States, the State of Montana, and all County and Municipal ordinances, and all lawful orders of the police and fire departments or other municipal authorities.

C. Complaints, Permits & Public Safety

- 1. The Proposer is responsible for all animal complaint investigations, determination of dangerous animals; inspection and certification of kennels, and inspection of places where dangerous or potentially dangerous animals might be kept.
- 2. The Proposer agrees to obtain and maintain any and all licenses and permits required by any government body or agency having jurisdiction in connection with any animal control activities and will abide by the terms and provisions of any such licenses and permits; provided that the City shall permit the Proposer to use and operate under the City's Federal Communications Commission (FCC) radio license for the term of any contract, provided that the use conforms to FCC requirements.<sup>3</sup>
- 3. The Proposer's employees must be authorized by the Great Falls Municipal Court and the City Attorneys to serve Notice to Appear to violators of Animal Ordinances.

D. General Reporting Requirements

1. Supply a monthly report within 15 days after month end to the City of Great Falls that categorizes the following minimum information, by jurisdiction:
  - a) A description of each animal picked up/secured, including but not limited to, breed or breed type, color, gender, appearance and behavior;
  - b) The manner, date and location of its acquisition and impoundment
  - c) An impoundment number for the animal;
  - d) Duration of impoundment at shelter;
  - e) When the animal was redeemed/rescued/adopted;
  - f) Current or new owner contact information;
  - g) Date of euthanization;
  - h) Listing of all calls for service/complaints received regarding animals in the community;
  - i) All dangerous or potentially dangerous animals and dog-bite incidents;
  - j) All criminal citations issued and their final disposition;
  - k) Record of all fees collected;
  - l) Record of all licenses sold with names and addresses.

E. Fees & Financial Reporting

1. Present a proposed business plan, budget and list of fees to the City of Great Falls City Manager and City Commission no later than three (3) months in advance of the beginning of each fiscal year, for approval in anticipation of the upcoming fiscal year.
2. Prepare a quarterly report for the City of Great Falls with the actual operating costs and revenues received during the period for the first two years of the contract, and annually for subsequent years.
3. Deliver an annual report and audited annual financial statement to the City of Great Falls within 90 days after the end of each fiscal year, confirming the actual operating costs and revenues received for that fiscal year. The City of Great Falls and any other participating jurisdiction may, at its sole discretion and cost, conduct an audit of the selected proposer, including the right to inspect and take copies of books and records relating to the provision of Animal Shelter services.
4. Provide to the City of Great Falls Fiscal Services Director a description of all accounting policies and procedures, including specifics of all checks and balances in place to ensure that all monies handled by the selected proposer's employees is appropriately accounted for.
5. All funds collected by the proposer for adoption, impounds, licenses, or donations shall be retained by the proposer in partial consideration for the services provided to the City of Great Falls. All animal-related fines and penalties assessed by Municipal Court and other animal-related funds derived from other court revenue will be retained by the City. The proposer will issue receipts and maintain a cash receipt record for all funds received. A mutually agreeable system of accounting and fiscal review will be established to provide the necessary accounting controls for the protection of the parties to this agreement. Proposer shall comply with the Montana Local Government Records Retention Policies.
6. Provide a sample of any and all reports and their frequency.

III Quality, Performance, and Satisfaction: The proposer shall provide the following:

A. Quality

1. A detailed list of the goals and objectives of the proposer's response, including the expected outcome and benefits to the City of Great Falls.

B. Performance

1. Animal Care

- a) Identification of the minimum standards for the caring of animals, with particular attention to:

- Bedding and kennel care in all vehicles used to transport animals.
- Removal and proper disposal of animal and food waste, soiled bedding and debris in vehicles.
- Daily, weekly and monthly cleaning requirements of vehicles used to transport animals.
- Provisions for animals to be protected from water and cleaning agents during cleaning.
- Provisions to minimize vermin infestation, odors and disease in all vehicles used to transport animals.
- Provisions to provide adequate drainage.

2. Operations & Customer Service

- a) All calls received must be answered during regular business hours and phone numbers will be supplied to 911 dispatch.
- b) Detailed information on how the proposer will deal with security, maintenance and repair of its portion of the interior of the facility, including but not limited to painting, cleaning, repair or replacement of damaged or worn fixtures, boiler service and custodial services.
- c) A list of all computer hardware, software and other equipment that the proposer intends to use in the provision of services.
- d) The proposer shall stock dog and cat traps for use by citizens.

3. Fundraising, Community Involvement & Marketing

- a) A description of how the proposer will enhance the visibility of the Animal Control Services
- b) A description of how the proposer will raise additional revenues and funds for the Shelter/Animal Control Services.
- c) A description of how the proposer intends to work with interested community groups.
- d) Any other information that the proposer feels will help the City of Great Falls to review and evaluate its proposal.

C. Satisfaction

1. The City of Great Falls can require the proposer to periodically conduct surveys of clients at its cost to determine the satisfaction of clients of the shelter services.
2. If the Proposer violates the records keeping or reporting requirements the City may withhold payments due until the discrepancies are remedied. The violation must be remedied within 15 days. If the requirement is not remedied within 15 days the City may declare the Proposer in default and the contract may be canceled at their option.
3. The City of Great Falls can require the proposer to participate in public forums or hearings for the purpose of discussing its services.

**ATTACHMENT A  
PRICING MATRIX  
(To be sent with proposal in a separate, sealed envelope)**

Name of Proposer \_\_\_\_\_

- The proposed cost to the City of Great Falls must be entirely inclusive, there must not be additional costs, unit costs or other undisclosed or incalculable costs included in the proposal and the cost should be accompanied by a detailed breakdown of how it was calculated.
- The proposer shall include the details of the proposed subsidy required by the proposer to provide the services as described in this RFP, and the cost proposal (subsidy) should be accompanied by a detailed breakdown of how the subsidy amount was calculated. Complete the subsidy using the attached schedule:

**Annual Subsidy Calculation**

<b>Expenses</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
Employees*					
Veterinarian Services*					
Small Items (Includes Microchips)*					
Surgical Supplies*					
Printing & Ofc. Supplies*					
Cleaning Supplies*					
Food*					
Bldg. Maintenance*					
Telephone*					
Travel & Training*					
Volunteer Expenses*					
Insurance*					
Accounting/Audit*					
Other*					
<b>Total A</b>					
<b>Revenues</b>					
Kennel Fees*					
Vaccinations*					
Adoptions*					
Neuter/Spay*					
Microchipping*					
Fund-raising*					
Requesting from the City*					
Other*					
<b>Total B</b>					
<b>Net Subsidy (A-B)</b>					

\*Explain the basis for each forecast

**ATTACHMENT B  
CONDITIONS AND NON-COLLUSION FORM**

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

**CONDITIONS AND NON-COLLUSION AGREEMENT**

We, the undersigned, have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We, the undersigned, further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

\_\_\_\_\_  
Authorized Signature  
Legal Name of Firm/Corporation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

**ATTACHMENT C**  
**STATE OF MONTANA PREVAILING WAGE RATES**

To view the official State of Montana Prevailing Wage Rates  
for Non-Construction Services please visit:

**[HTTP://ERD.DLI.MT.GOV/LABORSTANDARD/PRE VWAGE/CURRENT.ASP](http://ERD.DLI.MT.GOV/LABORSTANDARD/PRE VWAGE/CURRENT.ASP)**

**ATTACHMENT D  
CURRENT ANIMAL SHELTER INVENTORY LIST**

See Attached List

**ATTACHMENT E  
CURRENT STAFFING & JOB DESCRIPTIONS  
GREAT FALLS ANIMAL SHELTER**

- Ten (10) current staff members
  - One (1) Animal Shelter Operations Manager
  - Four (4) Kennel Technicians
  - Four (4) Animal Control Officers
  - One (1) Animal Shelter Clerk
- See job descriptions attached

**ATTACHMENT F  
CITY OF GREAT FALLS CODE RELATING TO ANIMALS  
SEE ATTACHED**

**ATTACHMENT G**  
**CURRENT CITY ANIMAL CONTROL/SHELTER RECOMMENDATIONS**  
**SEE ATTACHED**