

Request for Proposal (RFP) 22-02

Operation of City Owned Animal Shelter and Provision of Care



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REQUEST FOR PROPOSALS ANIMAL SHELTER SERVICES

Proposal Due Date: 04/29/2022 by 3:00 p.m.

I. Introduction and Instructions to Proposers

The City of Ellensburg invites proposals for contracted animal care and sheltering services. Responses (or proposals) to this Request for Proposals (RFP) are due to the City Clerk’s Office by 04/29/2022 at 3:00 p.m. The City seeks services encompassing animal sheltering including licensure of pets and the care and placement of impounded animals. Currently Animal Control Enforcement is a component part of the shelter, however the City will maintain oversight and housing of the Animal Code Enforcement component, seeking bidders solely for animal shelter operation. A more detailed statement of the services expected is provided in the Scope of Work, below at page 2.

II. Background information

The City of Ellensburg is a municipality located in central Washington and has a Council-Manager form of government. The City Council consists of seven members elected at-large. The Mayor is elected by fellow Councilmembers and serves as the Chair of the Council. The City Manager directs all City operations. The City Manager strives to develop and implement a “best practices” approach in operating the City organization and to achieve a balanced, efficient, economical, and quality service delivery.

The City of Ellensburg incorporated November 26, 1883, encompasses approximately 6.97 square miles in Kittitas County. Its current population is approximately 20,000. The City considers itself a close working partner with the Central Washington University, located within the geographic boundaries of Ellensburg. Animal control enforcement and sheltering services are currently provided by the City of Ellensburg’s Police Department and have been since approximately 1974. Historical animal control workload indicators are as follows.

Ellensburg	2015	2016	2017	2018	2019	2020	2021
Impounds	475	*	*	495	555	379	480
Calls for Service	424	898	548	810	750	446	522

*Indicates no data available

The City of Ellensburg animal shelter enjoys a very low euthanasia rate and achieves this objective with the help of volunteer transporters and established relationships with adoption facilities around the State. The current shelter staffing allocation is three full time employees (FTEs): one of those employees serving as the Shelter Manager and two FTEs are designated as

Animal Control Enforcement Officers and split their time between shelter and animal care and at-large enforcement and compliance duties. Two part-time employees assist with weekend animal and shelter care. There has been a long history of volunteer assistance, although currently the program has been largely paused due to Covid-19 complications and vacant staff positions.

The City provides limited shelter services for Kittitas County through an Interlocal Agreement. The county contract is responsible for approximately half of the animal volume of the shelter. This will create an opportunity/need for additional contract services as the county has expressed a desire to continue using the shelter services currently provided.

III. Facility

The current shelter facility is located at 1007 S. Industrial Way, Ellensburg, WA 98926, and has an office space for a manager/supervisor and two workspaces for staff. There are 16 kennel spaces for dogs and another 15 allocated for cats. The structure is of block construction and concrete flooring. There is on-site parking, and an outdoor dog run where animals are exercised. It is anticipated that contract negotiations with the successful proposer will include a low or no-cost lease of the City's Shelter facility.

IV. Communications

All communications related to this Request for Proposals are to be directed to Beth Leader, City Clerk, for the City of Ellensburg, 509-962-7614 or cityclerk@ci.ellensburg.wa.us.

V. Scope of Work

A. Shelter Services: Provide and operate such animal control shelter and care facilities, including all necessary buildings, structures, grounds, spaces and equipment, as well as animal shelter services, as may be necessary to properly receive, maintain, care for and provide for the appropriate disposition of all domestic animals (livestock not included) that come within the legal animal control authority and responsibility of the City. Receive and evaluate animals, feed, provide water, emergency medical attention, health, and condition evaluation, administer preventative medicine, clean kennels, and cages, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia when deemed necessary, animal body storage and removal, and animal exercise.

B. Standards of Care: Where applicable within this Detailed Scope of Work, standards of care will follow Guidelines for Standards of Care in Animal Shelters - 2010 by the Association of Shelter Veterinarians, as recommended by the Humane Society of the United States.

C. Hours of Operation: The Shelter will be open a minimum of 4 hours per day, 7 days per week (excluding Holidays), for public redemption or surrender. The Shelter will be open a minimum of 20 hours per week, to include Saturday hours, for adoptions. The proposer must specify hours of proposed operation, on a schedule to be approved by the City. The shelter shall be available, or made available, from 8:00 a.m. to 5:00 p.m., Monday through Friday (at a minimum), for acceptance of animals from the Animal Control Officer or other law enforcement personnel.

D. After-Hours, Temporary Shelter Facility: In the absence of the Animal Control Officer, or after-hours, proposer will provide access to the Shelter facility, which will be available to law enforcement personnel, 24 hours per day, 7 days per week. The proposer shall state how this would be accomplished.

E. Condition of Animal Shelter: The shelter facility will be maintained in a clean and sanitary condition. Animals will be provided adequate housing, food and water, emergency medical attention, health and condition evaluation, preventative medicine, and clean kennels and cages. The shelter will not be permitted to be operated at a capacity larger than designed to ensure adequate space for animals at the shelter. Proposers should include in their proposal procedures and policies for accepting animals when the shelter is at capacity.

F. Exercise of Animals: The proposer will incorporate a program that will provide for the exercising of animals as appropriate (dogs on leash, interaction with cats) and describe the manner that such a program would be implemented.

G. Euthanasia of Animals: The costs for euthanasia of animals will be the responsibility of the shelter operator. It is the City's policy as regards to a minimal/low kill facility that an un-adopted animal not be euthanized, except those deemed dangerous by the City, or for medical reasons as determined by a veterinarian. The bidder should identify the manner that would be utilized to accomplish a minimal/low kill facility.

H. Un-Adopted Animals: Proposer will agree to allow unadopted animals to be gifted to a bona fide animal care or rescue organization that accepts otherwise "un-adoptable" animals, if available. The proposal should specify the manner that this would be accomplished. No unadopted animals shall be sold or given to any organization for the purpose of research.

I. Veterinary Services: The proposer shall provide humane treatment of all domestic animals while in the shelter, and provide basic first aid services, including licensed veterinary care, for all sick and injured animals, at proposer's expense.

J. Return to Owner: It shall be the proposer's responsibility to make every available effort to identify and promptly attempt to notify the owner of any animal taken into custody, working in conjunction with the City Animal Control Officer when needed.

K. Scanning for Microchips: Every effort will be made to locate the owner of animals. The Shelter will be equipped with universal scanners to check for the presence of a microchip, to facilitate return of animals to owners.

L. Adoption Program: The proposer shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. All animals released for adoption shall be vaccinated and spayed/neutered.

M. Adoptability: The proposer(s) will detail the process used to determine if proposer deems an animal is unsuitable for adoption.

N. Disposal of Animals: The proposer will be responsible for any costs associated with the disposal of animals. Proposer will comply with applicable state and federal law regarding the disposal of animal remains, and will identify the manner that this would be accomplished.

O. Animal Licensing and Fees: Proposer shall receive all fees connected with the impounding and boarding of animals. Criminal penalties or civil infraction penalties paid through Municipal Court will not be paid to the proposer. The City will receive all license fees and fines as detailed by City ordinance, with the exception of reasonable proposer processing fee.

P. Animal Licensing Program: The proposer shall implement a program to encourage the licensing of dogs and cats. The proposal should identify what concepts the proposer would utilize to accomplish this task.

Q. Audit, Records, and Reports: The proposer shall provide annual reports of all income and

expenditures that result from an agreement. Proposer will provide monthly an accounting of incoming and outgoing animals including the disposition of same, no later than the first day of the following month. The proposer shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to operations and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting. These records shall be subject at all reasonable times to inspection, review, or audit, by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor a Contract for these services. The proposal should include samples of financial and animal statistical reports that will be used to meet the requirements of this RFP, and how the Proposer will keep such records and reports separate from any other jurisdictional records to whom proposer may provide services.

R. Shelter Operating Costs: The operating costs for the animal shelter will be the responsibility of the proposer.

S. Spay / Neuter Program: The City recognizes that long-term solutions to excess animal populations involve the spaying and neutering of animals. The proposal should include a methodology for the implementation of such a program and identify the cost for such, should the City elect to participate in this option.

T. Partnering: The proposer may choose to partner with another shelter(s) or organization(s) to provide services under this Detailed Scope of Work. If a partnering situation is to be used, that information shall be provided in the proposal. Use of volunteers is encouraged.

VI. Contract Terms

The City anticipates a minimum 5-year contract. Acceptance of the proposal is contingent upon the successful agreement and execution of a contract. Performance standards and consequences for non-compliance will be included in the contract.

VII. Subcontracting

Subcontracting to other firms, corporations, partnerships, agencies or individuals for the actual operation of the shelter and/or animal care therein, is allowed with written permission of the City.

VIII. Schedule

The City provides the following anticipated schedule for completion of this process. This anticipated schedule is for information purposes only and may be adjusted as needed by the City.

RFP release date: 04/11/2022

Shelter and Facility tour date: 04/21/2022 11:00 a.m.

RFP submission date: 04/29/2022 at 3:00 p.m.

City decision by: 05/17/2022

Anticipated start date: 07/01/2022

IX. How To Respond

Sealed proposals must be received no later than the date, time and location specified on the cover of this document. Please provide five copies of the proposal, responding to each inquiry in the order presented below. Submit proposals to City of Ellensburg, ATTN: City Clerk 501 N. Anderson St., Ellensburg, WA 98926.

The outside of the envelope/package shall clearly identify:

1. RFP Number and;
2. TITLE and;
3. Name and address of the proposer.

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened. All submissions must include the following:

1. Business/Agency history: Include as Attachment A
 - Complete the business history form.
2. Financial review: Include as Attachment B
 - Provide a copy of the agency's comprehensive annual financial report for the most recent three years.
 - Provide the year-end financial statements for the most recently completed year.
 - List the agency's outstanding debts greater than \$5,000.
3. Employee experience and qualifications: Include as Attachment C
 - List the qualifications and experience of the management and current supervisory staff.
4. Service level questionnaire: Include as Attachment D
 - Provide responses to all questions contained in Attachment D.
5. Proposed fee: Include as Attachment E
 - Propose annual cost. The City is looking for cost control and stability that reflects the revenue restrictions placed on local governments and the accompanying budget constraints due to economic conditions.
6. References: Include as Attachment F
 - Provide names and contact information for three references who regularly work with your organization.

X. Evaluation and Selection

Evaluation process – The City reserves the right to award the contract to that proposal which best meets the needs and interests of the City, or to reject all proposals as set forth below. The following steps are anticipated:

- Step 1. Receipt and review of qualifications and written proposals.
- Step 2. Initial reference and information check.
- Step 3. City follow-up with respondents and possible interview.
- Step 4. Selection of service provider.

- Step 5. Negotiation of contract.
- Step 6. Contract subject to City Council approval.

Evaluation of the written response – Written responses will be evaluated by the City as set forth immediately below.

- 1. Level of service provided currently and past performance
- 2. Programs utilized to house and adopt out animals and return animals to the owners and past performance
- 3. Financial stability
- 4. Professionalism
- 5. Industry standardized cleaning procedure
- 6. Cost

The City reserves the right to utilize new or revised evaluation criteria.

XI. Interviews

The City may require respondents attend a review committee interview, public meeting, or public hearing.

XII. Contract negotiations

The City of Ellensburg reserves the right to negotiate all elements which comprise the apparent successful proposal. City representatives and the selected finalist will review in detail all aspects of the requirements and the proposal. During the review of the apparent successful proposal, the proposer may offer, and the City may accept revisions to the proposal, although such suggestions are not favored.

XIII. Rejection of responses

The City reserves the right to reject any or all responses, portions, or parts thereof. The City may reject any response which is incomplete or not responsive.

XIV. Public Disclosure

This procurement is subject to the Washington Public Records Act (the “Act”), chapter 42.56 RCW. Once in the City’s possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.

If a Respondent or proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or proposer shall clearly identify each such portion with the word “PROPRIETARY. If a request is made for disclosure of such a portion, the City will determine whether it should be made available under the Act. If the City determines that such a record(s) is subject to disclosure, the City will notify the respondent or proposer in writing of the request and allow the respondent or proposer ten (10) days to obtain a court order enjoining release of the record(s). If the respondent or proposer does not take such action within the ten (10) day period, the City will release the portions of the RFP Submittal deemed subject to disclosure. All respondents and proposers who provide RFP Submittals for this

procurement accept the procedures described above and agree that the City shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.

XV. Minority and Women Owned Business Participation

In accordance with chapter 39.19 RCW, the City of Ellensburg encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered nonresponsive on that basis.

XVI. Nondiscrimination Provision

Responsive bidders shall not discriminate in violation of any applicable federal, state, and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this agreement.

XVII. The Request for Proposal

The City reserves the right to request additional information or clarification from proposer, to allow corrections of errors or omissions, and eliminate conflicts in terms, requirements, and specifications up to one week prior to the closing date for responses. Proposer shall be able to request additional information and approved substitutions if received via email, courier, or fax, by the City on or before 04/22/2022 at 4:00 p.m. The City of Ellensburg will not be responsible if emails, mail or faxes are not received due to any reason, including but not limited to weather, telephone, computer or network issues. Requests received after 04/22/2022, will not be addressed. The award for this RFP is based on the evaluation team placing point values within each category on the evaluation sheet and the proposed pricing.

If there are any proposers whose ranking score is within five (5) percent of the highest-ranking proposers, the City, at its discretion, may request in person interviews and/ or a best and final offer to determine whose proposal will be submitted to the City Council for approval prior to award.

Should the City receive only one response to this RFP, it reserves the right to (1) qualify the responder and negotiate a contract or (2) cancel this RFP and issue a replacement RFP.

Proposers agree that by submitting a response to this RFP, they agree to and accept all terms and conditions as specified in this RFP.

The City will not reimburse responding proposers for ANY funds expended in preparing proposals or travel expenses incurred in the development, delivery or travel in response to this RFP.

The City reserves the right to cancel this solicitation for cause or for no reason.

XVIII. Proposers Minimum Qualifications

Proposers must demonstrate that they have the resources and capability to provide the materials and services as described herein.

Proposers must demonstrate they successfully operated similar local fixed animal shelter operations on a scale equal to or greater than what is listed in the scope of services.

XIX. Legal Entity

The proposer shall be a legal entity licensed to do business in the State of Washington. As part of its proposal, proposer shall provide documentation of its entity existence and license to do business in Washington.

XX. Insurance

The Proposer shall be required to obtain insurance of the types and coverage described below:

- A. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Public Entity shall be named as additional an insured on Lessee’s Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
- B. Property insurance shall be written on an all-risk basis.
- C. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Minimum Amounts of Insurance

The Lessee shall maintain the following insurance limits:

- 1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- 2. Property insurance shall be written covering the full value of proposer’s property and improvements with no coinsurance provisions.

Proof of these coverages or ability to provide these coverages within two weeks of award are required.

XXI. Hold Harmless

The proposer shall, indemnify, defend, and hold harmless the City from loss from any and all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the proposer. For purposes of this paragraph, “The City” and “proposer” includes employees, officials, agents, and representatives. “Proposer” also includes subcontractor and suppliers to the proposer. The word “defend” means to provide legal counsel for the City or to reimburse the City for its

attorneys' fees and costs related to the claim. The duty to indemnify set forth herein shall include all liability incurred whether or not such liability is incurred during the term of the Contract. The City will not be indemnifying the Proposer and/or any other third parties.

Attachment A

BUSINESS/AGENCY STATEMENT

Please complete and submit with your proposal response.

1. Name of business/agency: _____
2. Business/agency address: _____
3. Phone: _____ Business fax: _____ E-mail: _____
4. Business/agency classification (check all that apply):
Individual _____ Partnership _____ Corporation _____ Non-profit _____
5. Federal tax number (UBI number): _____
6. Name of owner/chairman: _____
7. Does the business/agency maintain insurance in amounts specified by the City contract:
Yes: _____ No: _____

Commercial General liability insurance of at least \$2,000,000 per occurrence; \$2,000,000 aggregate, Combined Single Limit (CSL); Worker's compensation coverage as required by the Insurance laws of the State of Washington.

If no, describe the differences: _____

8. Are there claims pending against this insurance policy? Yes: _____
No: _____

If yes, please explain the nature of the claims: _____

9. How long has the business/agency been in existence and provided animal shelter services? _____
10. Is the business/agency able to obtain or already licensed by the City to do business in Ellensburg? Yes: _____ No: _____
11. Proposal offers shall be good and valid until the City completes the award or rejects the proposals. Failure to concur with this condition may result in rejection of the offer.

Does the business/agency accept this condition? Yes: _____ No: _____

I certify that to the best of my knowledge, the information contained in this proposal is accurate and complete, and that I have the legal authority to commit this Business/Agency to a contractual agreement.

SIGNATURE: _____ Date: _____

PRINT NAME AND TITLE OF SIGNER: _____

Attachment B

FINANCIAL REVIEW

1. Provide a copy of the business/agency comprehensive annual financial report for the three most recently completed years.
2. Provide the financial statements for the most recently completed year.
3. Provide a list of outstanding debts.

Attachment C

EMPLOYEE EXPERIENCE AND QUALIFICATIONS

1. List each paid position and the number of employees in each position.
2. List the experience and qualifications of your supervisory personnel.
3. How many active volunteers do you have and how do you recruit volunteers?
4. Do you have a plan for emergency veterinary care?
5. Do you have an emergency evacuation plan?

Attachment D

SERVICE LEVEL QUESTIONNAIRE

1. What hours and days are you open to the public? What system is in place to handle high call volumes during business hours?
2. Describe current services and identify variations proposed for the Ellensburg shelter services and operations.
3. Provide your historical live release rate for five years. What are the most difficult challenges in adopting animals?
4. Describe the programs you utilize to supplement animal housing and increase adoption of animals. Provide fee schedule.
5. Are all animals from the jurisdiction you serve taken in or are some rejected? Have you reached full capacity of dogs or cats in the last two years? What is your contingency plan should you reach full capacity? How do you ensure owner surrenders can always be accommodated?
6. How many runs/kennels do you have? Explain how you can accommodate the animals from Ellensburg illustrating the use of formulas if applicable? Address unique challenges due to seasonal fluctuations.
7. Describe current programs to control the animal population. Describe education and spay/neuter programs.
8. Describe additional services/programs not already addressed
9. Describe your policies regarding injured animals. How and when are they treated? Are your policies based upon state or local law?

10. Provide examples of assistance you provide to low-income residents.
11. Describe partnerships you have formed with other businesses that have benefitted your operation.
12. Describe your procedure for handling complaints.
13. Explain the standard of cleaning used to ensure a healthy kennel environment.

Attachment E

PROPOSED FEE STRUCTURE

Fee for 2022 \$ _____

Start-up Costs \$ _____

Transition Costs \$ _____

Optional Services \$ _____

Performance Bond \$ _____

Proposed Fee Increases \$ _____

1. How do you propose to control costs throughout a five-year term and when do you expect adjustments to be made?
2. Are capital and equipment costs included in the price and do you expect any additional capital costs during the five-year term?
3. How do revenue, grants, and donations affect the price and how will greater success in those areas affect the price of future years?
4. If start-up costs and transition costs are included, clarify if those costs would be assessed upfront or amortized over time.

Attachment F

REFERENCES

Provide contact information and names for three references who regularly work with your organization.

Attachment G
Request for Proposal Selection Committee Scoring

Evaluation Criteria

Responses received will be independently evaluated and scored by the Selection Committee based on the following criteria and points weighting. A composite rating will then be collectively developed, resulting in a ranking of the highest rated proposals. The Committee may, at its option, conduct interviews with the top ranked proposer and any within 5% of the highest-ranking score.

Proposal Evaluation Criteria and Related Points Value	Maximum Points
Direct experience operating fixed shelter facilities and associated programs in similarly sized systems and communities	25
Capability and experience of key management and other staff to be assigned to the project	20
Adequacy of financial, managerial, and technical resources to successfully carry out the required services	15
Adequacy of Proposer's written and interview response to the requirements, terms, and conditions of this Request for Proposals.	15
Price and Fee Structure (In separate sealed envelope with proposer's name and RFP #.)	25
TOTAL POINTS	100