

County of Nevada
IGS - Purchasing Division



Request for Proposals
For

NEVADA COUNTY ANIMAL SHELTER SERVICES

Date Issued December 8, 2017

Proposal Submission Deadline:
Monday, January 29, 2018 at 3 p.m.

Pre-proposal Conference
Tuesday, December 19, 2017 at 12 p.m.
at
Nevada County Animal Services
14647 McCourtney Road
Grass Valley, CA 95949

Proposal Submission Instructions:

1. Submit one (1) hard copy of complete proposal to:

US Mail, Fed Ex, UPS, etc. to:
Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

Or

Hand Deliver to:
Nevada County Auditor/Controller's Office
Eric Rood Administrative Center, 2nd floor
Suite 230
950 Maidu Avenue
Nevada City, CA 95959

AND

**2. Submit one (1) copy of complete proposal in PDF format to: submit.proposal@m1.nevcounty.net
Note: This email address is to be used only for proposal submission.**

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1. SUMMARY

The Nevada County Purchasing Agent, on behalf of the Sheriff’s Office, Animal Control, hereinafter collectively referred to as “County,” is requesting proposals from all interested and qualified public entities or private firms, to establish a contract for animal shelter services. The term of the contract is expected to be for three (3) years with two (2) one-year options to renew. Longer initial and extended terms will be considered depending upon the proposer’s submission regarding use of County facilities and equipment. The County is seeking services for the administration and operation of its animal shelter. Many animal shelters are administered and operated through collaborative approaches between County personnel and contractors, each being unique to its given circumstance. Therefore, this Request for Proposal (RFP) has broken down the requested scope of work into three Core Service Areas: 1) Animal Intake; 2) Animal Husbandry, and 3) Animal Service Programs. Proposers are encouraged to apply to one, two, or all Core Service Areas for Western County, Eastern County or both. Within each Core Service Area, there are administrative and operational requirements. The County’s current animal shelter is located in a County owned facility at 14647 McCourtney Road, Grass Valley, California 95949. If proposals elect to not use the County’s facility, then proposals should describe the proposed facility to include capacity, compatible use, staffing, ownership/lease arrangement, location, services area, etc.

The term “offeror” as used herein shall refer to providers submitting proposals in response to this RFP. The term “Contractor” or “Provider” is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

An electronic copy may be downloaded from <http://www.mynevadacounty.com/nc/igs/purchasing>. Potential offerors must register with the County in order to be notified of addenda and other notices. To register, please send an email to steve.monaghan@co.nevada.ca.us indicating “Animal Shelter Services - Registration” in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1238.

Each proposal received in response to this RFP will be evaluated on the criteria described herein. All proposals must be sealed, clearly marked “PROPOSAL – “Animal Shelter Services” and must include all elements described in the **PROPOSAL CONTENT AND FORMAT REQUIREMENTS** section of this RFP. One unbound, signed original proposal and one copy in PDF format must be submitted as directed on page 1 before the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFP. The County will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse late proposals.

A pre-proposal conference facility walk through will be held at the Animal Shelter Facility at 14647 McCourtney Road, Grass Valley, California 95949 at the date and time listed in the **CONTRACT AWARD SCHEDULE**. Attendance at this conference is not required. Questions and answers discussed at the conference will be documented and delivered to all potential offerors who have registered as described above. Questions or requests for clarification of this Request for Proposals may be submitted in writing in lieu of attending the pre-proposal conference, but must be submitted no later than the date and time listed in the **CONTRACT AWARD SCHEDULE**. Responses to written questions will be

included in the published responses to questions arising at the conference. The County reserves the right to decline to respond to any questions.

Any amendment or addendum to this RFP is valid only if issued in writing by the County of Nevada Purchasing Agent.

2. CONTRACT AWARD SCHEDULE

| | |
|---|--|
| Publish RFP | December 8, 2017 |
| Pre-Proposal Conference Facility Walk Through | December 19, 2017 at 12:00 p.m. |
| Deadline for Questions | January 2, 2018 at 5:00 p.m. |
| Proposal Submission Deadline | January 29, 2018 at 3:00 p.m. |
| Contract Approval (tentative) | February 13, 2018 |
| Services to Begin (tentative) | April 1, 2018 (transition period, if applicable) July 1, 2018 |

3. GENERAL CONDITIONS

- 3.1. **Prime Responsibility:** The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 3.2. **Assurance:** Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 3.3. If this contract involves protected health information and the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA) applies: Any contract awarded under this RFP must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.
- 3.4. **Independent Contractor:** In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.
- 3.5. Vendors may submit alternate proposals. Alternate proposals shall be clearly marked as such.
- 3.6. Nevada County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 3.7. The County reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the County of Nevada. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.
- 3.8. Nevada County reserves the right to:

- Request clarification of any submitted information;
 - Not enter into any agreement;
 - Not to select any applicant;
 - Amend or cancel this process at any time;
 - Interview applicants prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;
 - Award more than one contract if it is in the best interest of the County; and/or
 - Issue similar RFPs in the future.
- 3.9. Qualified vendors must be prepared to enter into the County's standard Personal Services Contract, a sample of which is attached as Attachment A to this RFP. Please review the details of Attachment A carefully. By reference, it incorporates many standards, terms and conditions required as part of this RFP. The County intends to award contracts substantially in the form of the sample agreement to the selected vendor(s). Portions of this RFP and the vendor's proposal may be made part of any resultant contract and incorporated in the Contract.
- 3.10. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Nevada as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, and may also be required to provide Errors and Omissions insurance, Professional Liability or Malpractice Insurance depending on the nature and risks associated with the services provided. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
- 3.11. Pursuant to the County's Green Procurement and Sustainable Practices Policy, vendors are requested to use recycled products and sustainable practices whenever possible in preparing their response to this RFP, including using post-consumer recycled content paper and packaging products, and copying on both sides of the paper.
- 3.12. The County of Nevada encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.
- 3.13. Proprietary Information: Trade secrets or similar proprietary data that the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the proposal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.
- 3.14. If the work to be performed is subject to the prevailing wage requirements of the California Labor Code, each contractor or subcontractor listed on the proposal must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Projects subject to the prevailing wage requirements are also subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. BACKGROUND

4.1 Since July 2010, the County has contracted for the administration and operation of its animal shelter and related services. The County first entered into a three year contract for its animal shelter services from July 1, 2010 to June 30, 2013. The County then entered into its second contract for five years, with the same contractor. The second contract's term started in July 1, 2013 and will end on June 30, 2018.

Shortly after the County entered into its second contract in 2013, it was amended to include additional funds specifically for animal food and medical care from a trust that was bequest to and accepted by the County called the Wilson Family Trust and was allocated to the Contract in the amount of \$35,000 annually.

4.2 The County's current shelter facility is located at 14647 McCourtney Road, Grass Valley and is approximately 4,000 square feet. In 2017, the Contract was amended a second time to include a commercial modular facility comprising of approximately 2,160 square feet and approximately 5,000 square feet of associated yard area to be included within the Shelter Facilities, which was subsequently renovated into a separate cat facility with the initial structure being dedicated to dogs.

4.3 The County's current building facility located at 14647 McCourtney Road, Grass Valley, has been used as the Animal Shelter for several decades and is currently slated in the County's Capital Improvement Plan for updates and renovations. And while no current date has been set, the County acknowledges the facility is in need of some improvements and anticipates working closely with the Provider on facility improvement needs and design at the appropriate time.

4.4 The County animal shelter currently intakes approximately 1,500 to 2,000 animals annually. The shelter operator works closely with Nevada County Animal Control on accepting, housing, tracking and transporting livestock and other exotic animals through its animal fostering program.

4.5 The County also holds a euthanasia policy that, by settlement, requires specific procedures for any animal that has been deemed to be unadoptable due to behavioral or temperamental issues that pose a health or safety risk. Specifically, a list of any and all animals that are to be euthanized must be posted on the bulletin board in the Shelter's facility lobby not less than ten (10) days in advance of the intended euthanasia to allow any 501(c)(3) animal rescue or adoption program the opportunity to receive the animal pending a County approved signed agreement holding the County harmless of its release.

5. DESCRIPTION OF SERVICES

5.1 To provide flexibility and promote partnership, the County has identified three Core Service Areas. Proposals will be considered for any combination, all or just one service area. Proposals should clearly identify which service area/s the proposal addresses. The three Core Service Areas are: Animal Intake, Animal Husbandry, and Animal Service Programs.

5.2 The County's shelter facility, located at 14647 McCourtney Road, Grass Valley, is available to provide the core service areas. If proposers elect to not use the County's facility, then the proposal should describe the proposed facility to include capacity, compatible use, staffing, ownership/lease arrangement, location, service area, etc.

5.3 Services described in this RFP, and included in responses, apply only to Nevada County animals and not ancillary animal rescue operations which a provider may additionally engage in. Should a respondent propose to conduct ancillary programs at the Nevada County owned facility available for this RFP, clear differentiation of services and costs should be included in the proposal.

5.4 All service area providers are expected to enter information into Pet Point Data Management System for each change in an animal's status, each service delivered, etc. within 24 hours of each event as well as provide adequate and timely reports as requested by Nevada County and as applicable per law.

5.5 Animal Intake: Includes animals detained by Nevada County Animal Control, or surrendered by a member of the public when the animal originated, or was found, in the unincorporated area of Nevada County, California.

- a. Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and county workers. This includes following all Federal, State, and Local rules and regulations applicable to shelter operations.
- b. Intake services should include:
 - i. Health and behavior assessments of each animal.
 - ii. Identification and documentation of each animal's behavioral and medical history, when possible.
 - iii. Full body microchip scans and owner identification and contact when a microchip is found.
 - iv. Photo and description of each lost animal should be provided through public outreach activities to try to locate the pet's owner as soon as possible.
 - v. Document animal's description (breed, sex, age), health and behavioral assessment results in Pet Point Data Management System within 24 hours of receiving each animal.
 - vi. Provide vaccinations including Bordetella, DAPP and general dewormers for dogs and FERCP and dewormer vaccinations for cats.
 - vii. Provide medical quarantine and behavior isolation for the duration of the legal holding for a minimum of 5 days (including day of impound) and evaluation as appropriate to protect the shelter population and the people working at or visiting the facility.
 - viii. Provide food, water, shelter, exercise and medical care to each animal for a minimum of 5 days to give the owner an opportunity to claim the animal before transferring to the Animal Husbandry and/or Animal Service Programs.
- c. Provide the evaluation and euthanasia of dangerous or diseased animals as directed and approved with Nevada County Animal Control Officers.
- d. Evaluate, and coordinate with Animal Husbandry and Animal Service Programs, to determine each animal's suitability for fostering and/or adoption.
- e. Provide public hours of operation at least six (6) days a week for twenty-four (24) hours per week.
- f. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
- g. Maintain records and track all animals in Pet Point Data Management System.

5.6 Animal Husbandry: Upon transfer from intake, all animals are provided ongoing animal husbandry care that includes food, water, administering medication, shelter, cleaning and first-aid medical services. Socialization and exercise are addressed in the Animal Service Programs area.

- a. Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and county workers. This includes following all Federal, State and Local rules and regulations applicable to shelter operations.
- b. Provide for the administration and operation of all animal husbandry services at the shelter for adoptable, long term and dangerous animals that include:
 - i. Provide adequate and appropriate food to all types of animals.

- ii. Properly cleaning all kennels, cages, exercise areas and other areas where animals are exposed once a day at minimum, or as needed.
 - iii. Maintain and properly clean animal husbandry equipment such as but not limited to food/water bowls, bedding, toys, and cat boxes.
 - iv. Provide adequate medical isolation for sick or diseased animals to prevent exposure to shelter population.
 - v. Perform regular janitorial services throughout the facility including public and staff areas, restrooms, medical or clinic rooms, storage areas, entrances, lobby areas, visitation rooms, isolation areas, etc.
 - vi. Coordinate with Animal Intake and Animal Service Programs to assess each animal for ongoing suitability for volunteer contact, foster and adoption programs.
 - vii. Report to Nevada County Animal Control and Animal Intake when the animal shelter is at capacity.
- c. Provide for the administration and provision of animal medical care that includes:
- i. Provide baseline veterinarian care and medical treatment for animals within financial limits that are agreed upon between contractor and County per animal. Medical care above the agreed upon limit are the financial responsibility of the contractor.
 - ii. Provide for the administration and operation of a spay and neuter program for all cats and dogs prior to being fostered or adopted into the community.
 - iii. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
- d. Maintain records and track all animals in Pet Point Data Management System.

5.7 Animal Service Programs: All animals, upon determination of eligibility, shall be enrolled into applicable programs to promote adoption and healthy behavior.

- a. Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and county workers. This includes following all Federal, State, and Local rules and regulations applicable to shelter operations.
- b. Adoption Program:
- i. Provide public outreach and maintain a website that includes promoting the adoption of animals through animal pictures, profiles and other applicable information.
 - ii. Provide public hours of operation at least six (6) days a week for twenty-four (24) hours per week to allow members of the public to view, interact, and adopt animals.
 - iii. Administer dog licenses and associated fees.
 - iv. Administer adoption fees.
 - v. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
 - vi. Record all revenue collected.
- c. Foster Program:
- i. Recruit, evaluate and monitor foster homes for animal safety and appropriate level and environment of care.
 - ii. Maintain records and track all animals in foster program in Pet Point Data Management System
 - iii. Coordinate with adoption program to encourage the adoption of eligible animals in foster program.
 - iv. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
- d. Long Term Care:

- i. Provide exercise and socialization at least daily for non-dangerous sheltered animals.
 - ii. Provide for the administration and care of dangerous animals that include:
 - iii. Provide input and evaluation on behavior of dangerous animals and coordinate with Animal Husbandry regarding euthanasia evaluations.
 - iv. Ensure that members of the public or public volunteers do not access or handle any dangerous animals.
 - v. Provide exercise and socialization services for improved behavior.
 - vi. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
- e. Volunteer Program:
- i. Develop, administer, and maintain a Volunteer Program policy and procedures that outline allowable and non-allowable activities. Procedures should include volunteers signing a liability waiver.
 - ii. Recruit and coordinate volunteers and assigned activities.
 - iii. Provide and track volunteer training.
 - iv. Document and report any incidents of bites or other injuries, mishandling of animals or other non-routine activity.
- f. Maintain records and track all animals in Pet Point Data Management System.

5.8 Use of Nevada County's Animal Shelter Facility: If proposer chooses to utilize the County's facility, the following applies:

- a. Maintenance and operation responsibilities of the Contractor include:
- i. Provide regular janitorial services and non-structural maintenance of all buildings, out buildings, grounds and parking areas including but not limited to landscaping maintenance and irrigation requirements.
 - ii. Provide snow and ice removal on all parking areas appurtenant to the buildings, sidewalks, walkways and entrance areas to the building prior to, and during regular business hours.
 - iii. Pick up and properly dispose of animal waste in and around the shelter grounds.
 - iv. Properly store animal feed to secure it from vermin and wildlife.
 - v. Feed the cats and dogs inside the facility only. Only livestock is to be fed outdoors and uneaten food should be removed and disposed of to discourage vermin.
 - vi. Report damages or maintenance issues to Nevada County Animal Control and Nevada County Facilities on the same day the issue is discovered.
 - vii. Provide and maintain furnishings such as cages, shelving, seating, computers, desks, phones, office supplies, trash and recycling receptacles, etc.
 - viii. Identify, manage and fund any security related needs such as alarms, video systems, panic alarms, etc.
 - ix. Pay for utilities such as electricity, water, gas, trash, recycle, internet, phone, propane, etc. that are separately metered for the building. Trash and recycling capacity to be provided weekly through a pick-up by Waste Management.
 - x. Provide and pay for structural pest control services either through an internal system or through a licensed pest control vendor.
 - xi. Provide evacuation of all animals in case of emergency.
- b. Nevada County will provide major repair and maintenance of the shelter through the County's Facility's Maintenance Department. This includes, but is not limited to, the structure (both interior and exterior), exterior roof, exterior sidewalls, common areas, the main plumbing and water systems, electrical systems and HVAC systems.
- c. Nevada County recognizes the existing facility is outdated and expects to collaborate with the selected operator to identify cost effective opportunities to upgrade the facility.

6. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit one original copy of their proposal and one copy in PDF format as directed on Page 1 of this RFP.

Proposals shall be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall contain at a minimum the following items:

6.1. Cover Sheet (Attachment B)

- 6.1.1. Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name, type of entity, and Federal Tax ID #.
- 6.1.2. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.

6.2. Description of Services, Background and Staff – 65 points

6.2.1. Services (30 points)

- a. Clearly identify which of the three core services are to be provided.
- b. Itemize the complete list of services to be provided within each core service area.
- c. Note instances where services exceed the scope or detail offered in this proposal, including medical and other treatment provided.
- d. Note instances where services do not meet the scope offered in this proposal.
- e. Address instances where possible cost efficiencies may be gained, quality may be improved or County may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.
- f. Provide detailed narrative on any partnerships or arrangements with outside agencies or organizations that would be involved in delivering core services. (i.e. nonprofit volunteers, humane society organizations, etc.)
- g. Clearly indicate if the proposal includes use of the existing County facility and if not, provide a detailed narrative, with detailed supporting documents on proposed facility. County may at its discretion require a physical inspection.
- h. Provide specific details on proposed metrics the provider will use to audit, monitor and assess its administrative and operational activities in providing the core service areas.
- i. Include details on the approach and process of how animals will be evaluated for behavioral issues as they relate to public health and safety concerns, and procedures for euthanasia, including anticipated euthanasia rate.
- j. Provide information on if any animals will be accepted into the Animal Shelter outside of this proposal, including the exchange of animals from other shelters.
- k. Provide details on the standard of care that animals will receive including, standard operating procedures to address and prevent medical outbreaks, emergency continuity of operation planning, etc. Proposers are encouraged to submit a copy of their current standard operating policies and procedures to meet the above requirement.
- l. Provide a shelter evacuation plan.

6.2.2. Background and Experience (25 Points)

- a. Provide an overview of the types of work and history of your organization. Include a high level account of your qualifications as they relate to this proposal.
- b. Provide information on any past or present partnerships or arrangements with outside agencies or organizations as they may relate to this proposal.
- c. Provide examples and references that substantiate your (organization's) experience in providing the types of service requested in this proposal. This needs to be detailed and verifiable.

- d. Provide details on business model and strategic development as it may relate to this proposal.
- e. Please describe any current, pending or past litigation (within the last 10 years) that the organization has been, is, or is expected to be a party to.
- f. Provide background information on any previous experience where someone was hurt by an animal, whether an employee or member of the public.
- g. Provide experience with animal data and case management systems.
- m. Provide information on your experience working with animal control and public sector agencies.

6.2.3. Staffing (10 Points)

- a. Provide names and qualifications of key employees and assigned or shared duties.
- b. Provide a staffing plan for meeting the requirements including use of volunteers.
- c. Provide information on how staff and volunteers will be trained.
- d. Provide information on any subcontractors that will be used.
- e. Provide other relevant information that can aid County in its selection process.

6.3. Proposed Costs – 35 points

6.3.1. Budget Proposals (20 points)

- a. Provide a three year budget proposal.
- b. Provide a one year annual budget that breaks out costs by category or item as presented in the description of services.
- c. Provide costs for the staffing plan.

6.3.2 Budget and Cost Methodology (15 points)

- d. Provide a costing strategy that breaks out fixed and variable costs.
- e. Describe the cost basis for all variable charges. (E.g. hourly rates for staff)
- f. Describe the per animal cost basis and its methodology, if applicable.
- g. Describe the basis for costing adjustments on subsequent years in contract or for potential future contract extensions.

7. SELECTION PROCEDURES

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section, with a maximum possible score of 100 points.

After an initial review and evaluation of each of the proposals, the offerors submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The County reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

The Contractor(s) selected for this project will be required to accept the County's standard contract and to comply with insurance standards as deemed acceptable to the County's Risk Manager. No agreement with the County of Nevada is in effect until both parties have signed a contract.

8. INQUIRIES

Direct all inquiries regarding the proposal process or proposal submissions to:

Steve Monaghan
Nevada County Purchasing Division
950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1238
steve.monaghan@co.nevada.ca.us

ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)
PERSONAL SERVICES CONTRACT
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Contractor Name _____

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Description of Services** _____

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** _____
- (§3) **Contract Beginning Date:** _____ **Contract Termination Date:** _____
- (§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:

| | | Req'd | Not Req'd |
|--|---------------------------------|-------|-----------|
| (§6) Commercial General Liability | (\$1,000,000) | _____ | _____ |
| (§7) Automobile Liability | (\$ 300,000) Personal Auto | _____ | _____ |
| | (\$1,000,000) Business Rated | _____ | _____ |
| | (\$1,000,000) Commercial Policy | _____ | _____ |
| (§8) Worker's Compensation | | _____ | _____ |
| (§9) Errors and Omissions | (\$1,000,000) | _____ | _____ |

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) **Contractor:** _____ **County of Nevada:** _____

Contact Person:

()

e-mail:

Contact Person:

()

e-mail:

Contractor is a: (check all that apply)

- Corporation: _____ Calif., _____ Other, _____ LLC, _____ Non-profit
- Partnership: _____ Calif., _____ Other, _____ LLP, _____ Limited
- Person: _____ Individ., _____ Dba, _____ Ass'n, _____ Other

EDD: Independent Contractor Worksheet Required: _____ Yes _____ No

HIPAA: Schedule of Required Provisions (Exhibit D): _____ Yes _____ No

ATTACHMENTS

Designate all required attachments:

| | Req'd | Not Req'd |
|---|-------|-----------|
| Exhibit A: Schedule of Services (Provided by Contractor) | _____ | _____ |
| Exhibit B: Schedule of Charges and Payments (Paid by County) | _____ | _____ |
| Exhibit C: Schedule of Changes (Additions, Deletions & Amendments) | _____ | _____ |
| Exhibit D: Schedule of HIPAA Provisions (Protected Health Information) | _____ | _____ |

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating

(FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall

be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with

the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

ATTACHMENT B: COVER SHEET

| | |
|--|--|
| Name of Person, Business or Organization: | |
| Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency) | |
| Federal Tax ID Number: | |
| Contact Person – Name | |
| Contact Person – Address | |
| Contact Person – Phone Number (s) | |
| Contact Person – e-mail address | |

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by the County of Nevada, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date