

City of Pueblo and County of Pueblo  
State of Colorado

REQUEST FOR PROPOSAL

RFP No.: 18-26

RFP Name: Animal Shelter and/or Animal Control Services

The undersigned, having carefully read and considered the Request for Proposal for RFP 18-26, does hereby offer to perform such services on behalf of the City of Pueblo and County of Pueblo, in the manner described and subject to the terms and conditions set forth in the attached Request for Proposal.

The undersigned further states that this proposal is made in good faith and is not founded on, or in consequence of, any collusion, agreement or understanding between themselves or any other interest party.

NAME OF PERSON OR ENTITY  
SUBMITTING PROPOSAL: \_\_\_\_\_

SIGNATURE OF AUTHORIZED  
REPRESENTATIVE: \_\_\_\_\_

NAME OF AUTHORIZED  
REPRESENTATIVE: \_\_\_\_\_  
(Please Print)

TITLE OF AUTHORIZED  
REPRESENTATIVE: \_\_\_\_\_

ADDRESS (office & P.O. Box): \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE'S E-MAIL ADDRESS:  
\_\_\_\_\_

IS YOUR COMPANY A SMALL, MINORITY DISADVANTAGED OR WOMAN OWNER COMPANY? \_\_\_\_\_,  
IF YES, PLEASE EXPLAIN: \_\_\_\_\_

# City of Pueblo and County of Pueblo State of Colorado

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# REQUEST FOR PROPOSALS

## Animal Shelter and/or Animal Control Services

Request for Proposal No. 18-26

The City of Pueblo and Pueblo County seek proposals to provide comprehensive Animal Shelter and/or Animal Control services consistent with Colorado law and the ordinances and resolutions of the City of Pueblo and Pueblo County.

Proposals will be accepted until 2:00 p.m. MT, October 19, 2018. Our Clock.

All items contained in the RFP are applicable in preparing proposals for the materials/services covered by this proposal.

Proposals shall be delivered in a sealed envelope/container, clearly marked "Request for Proposal – RFP 18-26, Animal Shelter and/or Animal Control Services", and addressed to:

Anita Crain, Purchasing Director  
215 W. 10<sup>th</sup> Street, Room 148  
Pueblo, CO 81003

**To be eligible to submit a proposal, all proposal documents must be obtained from the Pueblo County Purchasing Department, 215 W. 10<sup>th</sup> Street, Room 148, Pueblo, Colorado 81003, between of hours of 7:30 a.m. – 12:00 p.m. & 1:00 p.m. – 3:30 p.m., Monday – Friday (excluding holidays) or by contacting the Purchasing Department via E-mail at [crain@pueblocounty.us](mailto:crain@pueblocounty.us).**

Only sealed proposals properly received by the Pueblo County Purchasing Department will be accepted. No proposals which are received after the time and date stated above will be considered, and any proposals so received after the scheduled closing time and date mentioned above shall be returned to the submitting firm unopened. Proposals submitted by telephone, telegram, fax, E-mail or other means of telecommunications will not be accepted. Hand carried proposals must be delivered to the Pueblo County Purchasing Department at the street address shown above.

Pueblo City and Pueblo County will award the contract to a company based on the evaluation criteria contained in the request for proposal.

Pueblo City and Pueblo County are an Equal Opportunity Employer. Minority, small, disadvantaged & women owned enterprises are encouraged to submit competitive proposals for this service.

The City of Pueblo and County of Pueblo reserves the right to accept or reject any or all proposals, to waive informalities and to reserve any request for proposals. The City and County also reserves the right to award the contract to more than one provider as it deems will best serve its interests.

Published: September 19, 2018

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Anita Crain, Purchasing Director  
Pueblo County

REQUEST FOR PROPOSAL (SPECIFICATIONS)

**PROPOSAL RESPONSE REQUIREMENT**

**TERMS**

The following terms will apply to this RFP and to any subsequent contract. Submission of a proposal in response to this RFP indicates acceptance of all the following terms:

- a. "Animal Shelter" means the facility in Pueblo County authorized by the City of Pueblo and Pueblo County to perform animal care and animal law enforcement functions in accordance with applicable federal, state, and local laws, ordinances, and resolutions.
- b. "Contract" means the written agreement resulting from this Request for Proposal executed by the City of Pueblo and Pueblo County and the Contractor;
- c. "Provider" means the entity authorized to provide Animal Shelter and/or Animal Control Services in the City of Pueblo and Pueblo County;
- d. "Contractor" means the successful Proposer to this Request for Proposal who enters into a written Contract with the City of Pueblo and Pueblo County;
- e. "County" means County of Pueblo; "City" means the City of Pueblo;
- f. "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- g. "Proposer", "Vendor", "Offeror", "Concessionaire", or "Firm" means an individual or a company that submits, or intends to submit, a proposal in response to this "Request for Proposal";
- h. "should", "desirable" or "shall" means a requirement having a significant degree of importance to the objectives of the Request for Proposal;

**INTRODUCTION**

The City of Pueblo and Pueblo County seek proposals to provide comprehensive Animal Shelter and/or Animal Control services consistent with Colorado law and the ordinances and resolutions of the City of Pueblo and Pueblo County. The City and County jointly own a state-of-the-art Animal Shelter facility (PAS), located at 4600 Eagleridge Place, Pueblo Colorado. The facility will be made available without charge for use by the successful bidder(s) who is awarded the contract for Animal Shelter and/or Animal Control services. If different entities are selected to provide Animal Shelter services only and Animal Control services only, they will be expected to work cooperatively under the supervision of the City and County to share the current PAS facility. All equipment currently in the building (other than ordinary building fixtures) is owned by the

current Animal Shelter provider and will not be part of the facilities made available to the vendor(s) awarded the contract(s) that follows this Request for Proposals (RFP).

As the City of Pueblo recently passed an ordinance that adds requirements regarding Animal Shelter operation that have not yet been applied in practice, the City and County require two (2) separate proposal responses to this RFP:

- A. One responding to the requirements for services under state law and the applicable ordinances and resolutions of the City of Pueblo and Pueblo County (other than the City's 2018 Pueblo Animal Protection Act (PAPA) Ordinance); and
- B. A second proposal regarding the services offered and proposed fees to be charged under the requirements of the City's new PAPA ordinance (attached as exhibit A).

A proposal crafted to fit each separate scenario will be required from each bidder. No proposal will be considered from a bidder that does not submit bids under both scenarios. Proposals under the new PAPA ordinance must address each additional requirement under the new ordinance, including an increase in fees that may be necessary to comply with the terms of PAPA, but may include questions that seek clarification on how the new ordinance will be applied in practice. While each proposal must include bids under both the non-PAPA and PAPA scenarios, bidders may submit proposals for Animal Shelter services only; Animal Control/Law Enforcement services only or both Animal Shelter services and Animal Control/Law Enforcement services. In instances wherein there is a competitive bid for one service (Animal Shelter or Animal Control) but no competitive bid for the other service, City and County reserve the right to discard the bid for a single service and select a bidder which offers to provide both services.

## **PROPOSER INFORMATION**

Please provide general background information about your organization. This information must include:

### A. Management Background

- 1. Brief history.
- 2. Actual or proposed key or support personnel.
- 3. Actual or proposed office organization, size description and support capabilities.

### B. Staff Qualifications

- 1. Identify key or support personnel who will be supplying services.
- 2. For each person identified, please state:
  - a. Relevant education, certifications, licensure, academic training and degrees.
  - b. A description of their prior experience in the areas covered by your proposal and an estimate of the percentage of their work in those areas.
  - c. Other background or experience that may be helpful in evaluating your proposal.

C. Organization Qualifications

1. Provide the names and telephone numbers of client references who the City and County may contact. References involving both care for animals in a shelter setting and animal control activities are suggested, if available. Please include the name and phone number of the contact person for those citizens, companies or organizations. The list should include Colorado references, if available.
2. Recent annual report or financial data or pro forma projections.
3. Has your company ever lost a contract before its established expiration date? If yes, specify the reason for the premature cancellation.
4. Has your company ever been judged to have participated in collusion, unfair bidding practices or any other improper acts relating to the bidding process in any jurisdiction? If so, provide the dates and details of occurrence.
5. Please show the contact name(s) within your organization for the purposes of this proposal.
6. Provide evidence of any ability to provide services to the community above and beyond the minimum requirements for services outlined in this R.F.P. (ability to obtain grant funding, innovative programming, external fundraising, etc.).

**SPECIFICATIONS FOR REQUEST FOR PROPOSAL**

**PUEBLO ANIMAL SHELTER AND PUEBLO ANIMAL CONTROL SERVICES**

**OBJECTIVE:**

The Pueblo Animal Shelter is an open-admission facility. Under the Pueblo Animal Protection Act (PAPA) Ordinance the City intends to require that the shelter not kill healthy or treatable animals and that euthanasia be reserved for terminally ill animals or those considered dangerous to public safety. Adoptable pets should never be euthanized for space reasons. Pueblo County has not adopted these requirements at this time. Both City and County desire bids to determine the costs and details of providing Animal Shelter and Animal Control services in both circumstances: one requiring full compliance with the City's PAPA Ordinance and one without the additional requirement of PAPA. City and County do agree that the goal of the Pueblo Animal Shelter is a save rate of 90% for healthy, non-neonatal cats and dogs received by the shelter.

The City of Pueblo and Pueblo County seek proposals from vendors qualified to provide either services related to the Animal Shelter and/or Animal Control/Law Enforcement services, for both the City and the County of Pueblo.

The RFP responses are intended to lead to a contract(s) between the successful bidder(s) and the City of Pueblo and the County of Pueblo for the provision of Animal Shelter or Animal Control/Law Enforcement services, or both, for the period January 1, 2019 through December 31, 2021.

**GENERAL SERVICES REQUIRED**

The City and County require a contractor to be designated the Animal Shelter Operator or Animal Law Enforcement agent, or both, of the City and County.

Specifically, the following services will be required:

#### ANIMAL SHELTER

1. The PAS shall accept animals from Animal Law Enforcement related activities 24 hours per day, 7 days per week.
2. PAS shall accept stray and owned domestic animals from the general public during business hours determined by the operator of the shelter.
3. Animals shall be provided humane treatment and veterinary care during their stay at PAS.
4. Animals impounded by Animal Law Enforcement or accepted from a citizen as a stray animal (except for feral cats and community cats) shall be held as required by City Ordinance, County Code or State Statute (for example, bite cases, dangerous animals, or animal cruelty). NOTE: for the purpose of this RFP, one response should assume the City Ordinances in place prior to the adoption of the PAPA ordinance by the City of Pueblo and the second response should assume that the PAPA ordinance as it appears in exhibit A will be in effect and binding on the entity awarded the Animal Shelter/Control contract(s).
5. PAS will provide service to reunite lost pets with their families in accordance with the City and County codes.
6. Animals that become the property of PAS will be assigned a disposition in accordance with the policies and procedures of PAS.
7. PAS will operate in compliance with the local, state, and federal laws pertaining to operating an animal shelter.
8. PAS will provide, at its own expense, janitorial and interior cleaning services for the shelter. Pueblo County will provide maintenance and repair of the building and grounds including, without limitation, HVAC and other building systems, landscaping, roof, parking lot and snow removal.
9. PAS will provide statistical reporting to the City and County on a quarterly basis.
10. PAS will conduct quarterly meetings with City and County staff and will be available to meet with City Council and the Board of County Commissioners at least two (2) times per year.
11. Any fees, licensing revenue, or restitution collected by PAS remains the revenue of the entity holding the contract to operate the PAS.

12. Hours of shelter operation will be as follows:

Receiving:

8:30 a.m.- 5:00 p.m. Monday –Friday

8:30 a.m.- 5:00 p.m. Saturday and Sunday

Adoptions and Reclaims:

12 noon-5:00 p.m. Monday-Friday

12 noon-5:00 p.m. Saturday and Sunday

13. PAS shall provide reasonable adoption services and adoption fees will be set and retained by PAS. Where possible, Animals will be spayed or neutered before they are adopted. If animals cannot be spayed or neutered prior to adoption, then the adopting party will pay a spay/neuter deposit as mandated by state law.

14. Contractor shall provide humane euthanasia services for animals as required in the performance of duties in a manner that conforms to statutes and regulations of the State of Colorado and the ordinances and resolutions of the City of Pueblo and Pueblo County and provide disposition of domestic animal remains as required by law.

NOTE: Each bidder’s proposals in response to the PAPA Ordinance scenario should detail specifically the methods and degree to which it can comply with the PAPA Ordinance requirements regarding euthanasia.

**ANIMAL LAW ENFORCEMENT**

1. The Animal Law Enforcement Contractor shall, during established regular business hours, enforce City Code, County Resolutions, and State Statutes related to domestic animals within the entire area of the City of Pueblo and Pueblo County, excluding Military installations, Universities and Colleges, and State and County Parks. Animal Law Enforcement Officers employed by Animal Law Enforcement will be given Special Police Powers as defined in the City Code and County Resolutions through appointment as prescribed by each entity.

**ALE Officer Hours**

April through October: 8:00 a.m. to 9:00 p.m.

November through March: 8:00 a.m. to 6:00 p.m.

Sundays throughout year: 8:00 a.m. to 5:00 pm.

City/County Holidays Emergency On-Call Services Only

2. Animal Law Enforcement Officers shall respond to Emergency (Priority 1) calls for service outside of regular business hours. Emergency (Priority 1) calls involve:

Dangerous Animal At large

Assists to Law Enforcement or Fire Department

Critically Injured Domestic Animals

Severe Animal Cruelty



Other Incidents (requiring after hours response, usually requested by Law Enforcement)

Emergency (Priority 1) calls outside of regular business hours shall be received and dispatched to Animal Law Enforcement by the Pueblo City Police Department Communication Center, in accordance with established policies and procedures.

3. Animal Law Enforcement shall provide assistance to Law Enforcement as may be reasonably requested by the Pueblo Police Department or Pueblo County Sheriff's Office 24 hours per day, 7 days per week, at no additional cost to the City or County, when domestic animals are present and responding Law Enforcement Agency is requesting removal of those animals. The Pueblo Police Department and Pueblo County Sheriff's Office shall reciprocate requests by Animal Law Enforcement where Law Enforcement assistance is required to execute the duties contained herein. Animal Law Enforcement Officers will testify in court regarding matters within the scope of their duties upon receipt of a proper subpoena, and such testimony will be without any additional cost to the City or County.
4. The Animal Law Enforcement and the PAS Shelter contract holder(s) shall provide all necessary equipment for the performance of Animal Law Enforcement Services under this Contract. Such equipment shall include, but is not limited to, caging, computers, vehicles, swab units, personal protective equipment, capture and handling devices, and other necessary materials needed to protect officer safety and the welfare of animals, except that the City or County shall provide assistance in procuring communication equipment (800 MHz or equivalent radios and dedicated frequency) and upgrades to that equipment when necessary.
5. Animal Law Enforcement shall operate a Communication Center during approved regular business hours. The Communications Center will answer telephone calls from the general public, City and County Staff, or other agencies related to Animal Law Enforcement Services and dispatch Officers to matters related to enforcement of City Code, County Resolution, and State Statutes involving domesticated animals. After hours calls will be screened and dispatched through the Pueblo City/County dispatch center.
6. PAS shall license animals in accordance with City Code and County Resolutions. Appropriate records shall be maintained on licensed animals. All funds collected for the licensing of animals shall be retained by the Contractor operating the PAS.
7. Contractor(s) shall work collaboratively with the City's and the County's representatives to facilitate Animal Law Enforcement and animal sheltering needs. Appropriate City/County staff and PAS representatives will meet or coordinate not less than quarterly to review performance, reports, and discuss opportunities for improvement.
8. Contractor shall provide humane treatment of all animals while in the care of PAS and provide first aid services as required, including emergency veterinary care at the expense of PAS.

9. Animal Law Enforcement services do not require the Contractor to respond to nuisance or dangerous wildlife calls, deceased wild animals or to pick up owned, nuisance or at large domestic felines. However, Animal Law Enforcement agrees to remove and dispose of deceased domestic animals reported on City or County streets, roads, and public rights-of-way.

## **ADDITIONAL PROPOSED SERVICES**

Bidders are free to indicate any additional services they propose to provide in either Animal Shelter Operation or Animal Control/Law Enforcement beyond the requirements listed in this RFP.

## **BASIS OF AWARD**

The City of Pueblo and Pueblo County may conduct such investigations, as they consider necessary to assist in the evaluation of any proposal to establish the responsibility, qualifications and financial ability of any potential vendor to perform the services specified under this RFP within the prescribed time.

The evaluation criteria noted in "Evaluation Criteria" section of RFP are the criteria to be used for evaluation of this RFP. Based on the evaluation process, a rank ordered list of responsive vendors shall be established. The vendors shall be rank ordered with the first ranked vendor being considered the most responsive and the second ranked vendor being considered the second most responsive. This process shall be continued until all vendors have been rank ordered.

The City of Pueblo and Pueblo County shall then determine whether the vendor's proposal with the highest ranking can be accepted as is without negotiations. In the event the City and County determine that negotiation of the vendor's proposal is necessary, the vendor shall be notified and the negotiation process will begin. Should the City and County be unable to negotiate an acceptable contract(s) with the highest ranked vendor(s), then the process described in this paragraph will begin with the second highest ranked vendor. This process shall continue until a satisfactory contract is negotiated or until all negotiations with qualified ranked vendors is exhausted. The City and County shall be the sole judge in determining, either prior to or after negotiations, when a proposal is deemed acceptable. Further, the City and County shall be the sole judge in determining when negotiations are to be concluded.

Proposals will be received by the Pueblo County Director of Purchasing then sent to the Pueblo City Council and Pueblo County Board of County Commissioners for evaluation. Selection will be determined by points awarded according to criteria stated in "Evaluation Criteria" section of this RFP. Award will be by means of a written or verbal Notice of Award to the selected offeror. The decision of the City and County shall be final and conclusive.

## **PROPOSED FEES**

1. The annual fee that bidder would require be paid by City and County for all Animal Shelter and/or Animal Control services to be rendered, as described in this RFP and in the Contractor's response.
  - a. Any fees charged for the cost of equipment necessary to provide the required services compliance with the additional requirements of the should be specifically detailed.
  - b. Any fees charged for compliance with the additional requirements of the City's PAPA. Ordinance should be specifically detailed.
2. Any additional fees that bidder proposes charging for contingencies not described in this RFP.

**RESPONSIBILITIES OF THE CITY AND COUNTY**

1. City and County will provide without charge the facility located at 4600 Eagleridge Place, Pueblo Colorado at which the successful bidder(s)/contractor(s) will provide the Animal Shelter and/or Animal Control services described in this RFP for the duration of the Contract(s) that will follow this RFP.
2. The facility provided by City and County includes standard building fixtures but does not include any other equipment necessary for the provision of animal care, animal control operations or any other duty described in this RFP.
3. City and County will pay the Provider(s) in accordance with the Contract that will follow selection of a successful bidder(s).

**RESPONSIBILITIES OF THE PROVIDER**

1. Animal Shelter/Animal Care Services and/or
2. Animal Control Services.
3. Provider shall provide, at its own expense, all utilities necessary (electricity, natural gas, water, and sewer) for the performance of all services described in this RFP.

**KEY TARGET DATES**

Listed below are the key target dates associated with the project described in this RFP:

September 19, 2018	Issue Date of RFP
Sept. 19-Sept. 28, 2018 by 1:00 p.m. MT	Question Period
Oct. 02, 2018 by 4:00 p.m. MT	Questions received by the County will be mailed to all respondents, along with the City/County's answers
October 19, 2018 by 2:00 p.m. MT	RFP Due Date and Time

October 30, 2018 to November 16, 2018

Negotiations, if necessary

November 23, 2018

Vendor Selection (Tentative)

### **VENDOR QUALIFICATIONS**

Proposals will be considered only from vendors who have or can reasonably be expected to obtain all personnel and equipment necessary to provide the required services. The City and County may request information substantiating the requirements. Failure to provide this information may result in a vendor's proposal being declared non-responsive. All bidders will be expected to provide a list of equipment and/or vehicles that they intend to provide at their own expense in order to perform the services requested in this RFP or their plans for acquiring said equipment and/or vehicles.

### **TERMINATION OF CONTRACT**

The agreement shall commence on January 1, 2019, and unless sooner terminated as provided in the agreement, shall automatically terminate on December 31, 2021.

### **WRITTEN AGREEMENT**

The selected Offeror(s) shall be required to enter into a written agreement with City and County.

Signature on the Proposal Cover Sheet shall serve as an acknowledgement that the offeror is willing to enter into an agreement if its proposal is accepted.

### **EVALUATION AND CONTRACT AWARD**

Offerors must complete and return the entire Request for Proposal packet. The City and County shall evaluate and select an offeror to provide the required services based on the completed proposal responses. City and County shall be the sole judge in determining how the evaluation process shall be conducted and what vendor shall be considered for award as deemed to be in the best interest of the City and County.

### **PREPARATION OF PROPOSALS**

The proposal must be signed by a company representative authorized to bind the offeror contractually. Failure to read the Request for Proposal and these instructions will be at the offeror's own risk. Corrections and/or modifications received after the closing time specified will not be accepted.

### **OMISSIONS**

Should the City and County omit information from this Request for Proposal that is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, then the offeror shall secure written instructions from the Pueblo County Purchasing Department at least seventy-two (72) hours prior to the time and date of the receipt of proposals.

### **EQUAL OPPORTUNITY**

The City of Pueblo and Pueblo County both adhere to a policy of equal opportunity and non-discrimination and will ensure that all bidders will be treated fairly and equitably throughout the bidding process, including the advertisement, evaluation and selection stages.

### **COST OF DEVELOPING PROPOSALS**

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City of Pueblo and Pueblo County assume no liability for any costs incurred by offerors throughout the entire selection process.

### **PROPOSAL OWNERSHIP**

All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the City of Pueblo and Pueblo County and will not be returned to the offeror.

### **ADDITIONAL GENERAL INFORMATION**

For additional information or clarification concerning the services specified in this Request for Proposal, interest parties must submit their questions or comments, in writing, to the Pueblo County Director of Purchasing, 215 W. 10th Street, Room 148, Pueblo, CO 81003, via fax (719) 583-4900 or e-mail to [crain@pueblocounty.us](mailto:crain@pueblocounty.us). Questions will be answered in writing and sent to all firms who received the RFP in accordance with the dates designated in the "KEY TARGET DATES" section of this RFP.

For information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), interested parties may contact Anita Crain, Director of Purchasing at (719) 583-6095. It is understood that any/all changes or revisions to our published specifications will be through written addendum.

**Fifteen (15) hard copies: one (1) unbound/un-tabbed copy and fourteen (14) bound and tabbed copies (3-ring binders preferred) of the proposal shall be submitted by each proposer. Proposals shall be delivered no later than the time specified in "KEY TARGET DATES" section of this RFP.**

Proposals shall be type written or printed in ink.

Contact person(s) for this Request will be Anita Crain, Director of Purchasing, at (719) 583-6095.

Any interpretation, correction or change of the RFP documents shall be made by addendum to bidders of record as recorded by the Pueblo County Purchasing Department. Interpretation, corrections or changes of the RFP documents made in any other manner shall not be binding, and bidders shall not rely upon such interpretations, corrections or changes.

Exceptions to any part of the requirements stated in this request must be clearly identified as exceptions. Alternatives should be stated at that point in the response.

## **TERMS AND CONDITIONS**

Late Proposals will not be accepted or considered. It is the responsibility of the proposer to ensure that his/her Proposal is properly delivered to the required authority at the time and place designated in this Request for Proposal.

The County will notify unsuccessful proposers in writing or by telephone following the selection date listed in this RFP. The City's or County's silence does not imply any acceptance or rejection of any quotation offer.

Issuance of this RFP does not constitute a commitment by the City or County to award a contract. The City and County reserve the right to reject any or all Proposals received in response to this RFP, to waive minor irregularities and informalities in Proposals received, or to cancel this RFP if it is in the best interest of the City or County to do so.

The Proposer agrees, if his/her Proposal is accepted by the City and County, to furnish supplies and/or services in strict accordance with the Proposal specifications and at those prices set forth for each item in said Proposal.

The Proposer may not withdraw his/her Proposal for a period of sixty (60) days subsequent to the receipt of Proposals without the consent of the Pueblo City Council and the Board of County Commissioners or their duly authorized representatives.

## **INSURANCE**

Vendor shall, at its sole cost and expense, procure and maintain during the entire period of its performance hereunder, the following coverage and limits of insurance with companies acceptable to the City and County:

- A. Worker's Compensation (including occupational disease), and Employer's Liability insurance in accordance with any applicable Worker's Compensation laws on all owners, employees, servants and/or agents connected with or engaged in the performance of Contractor's obligations hereunder and shall contain an endorsement waiving subrogation against the City of Pueblo and the County of Pueblo.
- B. Commercial General Liability insurance with personal injury and property damage limits at a combined single limit of not less than \$1,000,000.00 per occurrence and

\$2,000,000.00 general aggregate. Such policy shall contain an endorsement waiving subrogation against the City of Pueblo and the County of Pueblo.

- C. Automobile liability insurance for all automobiles and vehicles, whether owned or hired, with personal injury and property damage limits at a combined single limit of not less than \$1,000,000.00 per accident.

Coverages enumerated in this insurance provision represent only the minimum insurance required, and Contractor should rely on its expertise to obtain any additional insurance coverage needed to cover the Contractor in its performance hereunder. The Contractor’s liability insurance must establish the City of Pueblo and Pueblo County as “Additional Insured”. If requested by the City of Pueblo or Pueblo County, Contractor shall provide certificates of insurance indicating the Contractor and its subcontractor are covered by insurance as set forth above and a copy of the “Additional Insured” endorsement, establishing such additional insured status. Where requested and furnished, such certificates must be approved by the Pueblo City Council and the Pueblo Board of County Commissioners prior to the commencement of any work hereunder. Each such certificate shall provide that the City of Pueblo and Pueblo County shall receive thirty (30) days prior written notice of cancellation of such insurance coverage.

**EVALUATION CRITERIA**

Bidders must address, in detail, each of the criteria in their responses. As stated previously, the City of Pueblo and Pueblo County reserve the right to select a Provider that best serves the overall interests of the City of Pueblo and Pueblo County.

The City of Pueblo and Pueblo County will analyze information provided by all Proposers. Criteria considered by the City of Pueblo and Pueblo County in ranking the proposed Provider will be as follows:

Description	Points
1. Experience and Qualifications of Organization	15
2. Staff Qualifications	25
3. Proposed Fees	45
4. Perceived ability to provide high quality service for all RFP requirements of Animal Sheltering and Animal Law Enforcement, including the potential to provide services at a level above minimum requirements	15
TOTAL 100 POINTS	

**EVALUATION COMMITTEE**

Proposals shall be evaluated and scored by a committee consisting of two (2) members selected by the Pueblo City Council, two (2) members selected by the Pueblo Board of County Commissioners and one (1) member selected jointly by City Council and the BOCC. No Elected Official of either City or County shall be selected to the evaluation committee. The evaluation and recommendations of the evaluation committee shall be forwarded to the City Council and BOCC for review and approval. Final selection of the successful bidder or bidders under this RFP requires formal approval by City Council and BOCC. Any contract(s) awarded as a result of this RFP must be separately approved by the Pueblo County Board of County Commissioners and the Pueblo City Council.

## **INDEMNIFICATION**

Provider agrees to abide by all applicable laws, rules, regulations and administrative rulings of the United States, the State of Colorado, the City of Pueblo, Pueblo County and any other political subdivision with jurisdiction applicable to the Agreement and to hold the City of Pueblo and Pueblo County harmless from and against all claims of any kind associated with the failure of the Provider to comply. Additionally, Provider agrees not to refuse to hire, discharge, promote or demote, or discriminate against any person otherwise qualified, in any matter of compensation or benefits, performance of service or otherwise, solely because of race, creed, sex, color, national origin or ancestry, age, marital status, sexual orientation, physical handicap or religious belief.

Provider assures it will establish safeguards to prohibit its employees or agents from using the Agreement for any purpose, which causes or lends itself to create an appearance of impropriety.

Provider agrees to indemnify and hold harmless the City of Pueblo and Pueblo County (indemnified parties) and their agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent act or omission by Contractor or failure of Contractor to perform this Agreement according to its terms. By requiring this right to indemnification, the City and County in no way waive or intend to waive the immunity protections provided to the City and County and their employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

## **INDEPENDENT CONTRACTOR**

The parties understand and agree that Provider shall, at all times during the term of the Agreement, be deemed an independent Contractor and not an employee of the City of Pueblo or Pueblo County and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes and shall indemnify and hold the indemnified parties harmless from and against any and all claims for the same period. Provider or its employees are not entitled to worker's compensation benefits from the City of Pueblo or Pueblo County,

## **LICENSES**



- A. The Vendor must obtain all applicable licenses, qualifications and certifications required by law to operate an Animal Shelter and/or to furnish animal control/law enforcement services and perform all duties described in this RFP. The Vendor must cooperate with all government agencies and must comply with all laws, ordinances, resolutions, rules and regulations including, but not limited to, site assessment requirements.
- B. The Vendor shall be required to submit copies of all licenses, permits and insurance certificates to the City of Pueblo and Pueblo County.
- C. The Vendor shall take all reasonable precautions in the performance of the work to protect from all hazards to life and property, and shall comply with all applicable health, safety and fire protection regulations and requirements

### **PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION**

The Contractor shall reimburse the City for the full amount of any employee contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under any Agreement resulting from this RFP.

### **EXHIBITS**

- Exhibit A City of Pueblo "PAPA" Ordinance**
- Exhibit B Other City of Pueblo Ordinances relating to Animal Shelter/Animal Control**
- Exhibit C Pueblo County Code relating to Animal Shelter/Animal Control**