



# CITY OF SANTA MARIA

## REQUEST FOR PROPOSALS (RFP)

### SHELTER OPERATIONS AND ANIMAL SERVICES

Issuing Office:

City of Santa Maria  
Community Development Department  
110 S. Pine Street  
Santa Maria, CA. 93458

Release of RFP	Tuesday, August 30, 2022
Applicants Submit Clarifications	Wednesday, September 21, 2022, by 5:00 p.m.
City Staff Responds to Questions	Thursday, September 29, 2022, by 5:00 p.m.
Proposal Due Date	Monday, October 10, 2022, by 5:00 p.m.
Proposal Evaluation	Tuesday, October 11 – Friday, October 21, 2022 (Tentative)
Selection Announced	Monday, October 24, 2022 (Tentative)

***Proposal packet can be obtained at <https://www.cityofsantamaria.org/bids>***

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## **EXECUTIVE SUMMARY**

The City of Santa Maria (City) presently contracts for all animal care services with the County of Santa Barbara's Public Health Department. The agreement with the County of Santa Barbara includes all animal services and 24/7 field services, full-service sheltering at its facility on West Foster Road, veterinary care, pet licensing, and rabies control.

The City envisions transitioning to in-house animal control with its own Animal Control Officers and licensing services and is seeking a partner for shelter operations. The City is seeking proposals from qualified organizations to provide professional services for animal care operations to include, but not limited to, overall management of shelter operations, acceptance, and care of animals, tracking all animal intake, redemption of animal to owners, adoption, euthanasia, disposal, veterinary care, spay, neuter, and vaccinations. In addition, qualified organizations should demonstrate proficient administrative capacity, including billings, budget monitoring, financial management, data analysis and reporting, recruitment and training of staff and volunteers, and community education.

The City's population was estimated at 109,910 as of January 2022. More information about the City is available online at [www.cityofsantamaria.org/budgets](http://www.cityofsantamaria.org/budgets). Organizations will adhere to all applicable local and State animal regulations, and as found in the California Food and Agriculture Code. Santa Maria Municipal Code Chapter 5-3 regulates animals.

### **Goals and Objectives**

The City's General Plan projections show significant growth in future business, employment, household, and population. In preparation and planning for the delivery of responsive customer service for both existing and future residents, the City seeks to retain administrative and financial control over animal services. The inclusion of animal services as a City function, reflects the City's commitment to provide a high level of service to the community, in addition to other existing public safety and community services. The City looks forward to working with a contract partner that will provide a high level of customer service, transparent operations that meet or exceed industry best practices, and engage in collaborative future planning efforts.

The City recognizes the complexity of issues related to animal care and control and requests proposals from organizations that will articulate their ability to meet the wide range of inter-related, and sometimes, competing objectives and challenges. More so, the City expects organizations to be objective and transparent in their self-assessment and to identify and describe areas of need and improvement. The City is interested in

responses to challenging topics, such as the difficulty in maintaining an open admission shelter while maintaining effective kennel population management and rigorous behavior review protocols prior to euthanasia. The City remains committed to ongoing learning and collaboration, to achieve the best level of care for animals and level of service for residents. This care and service will be reported and tracked through identified performance metrics.

Below are the metrics from the current vendor (County of Santa Barbara Animal Services) for Fiscal Year 2021-22. This information is current as of July 25, 2022.

<b>FY 2021-22</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>Total</b>	<b>Average Per Quarter</b>
City Cost	\$207,700	\$207,700	\$207,700	\$207,700	\$830,800	\$207,700
Emergency Night Call	99	30	43	49	221	55.25
Impound Field	68	68	54	41	231	57.75
Respond to Injured Animal	41	17	18	11	87	21.75
Days Boarded	6,424	4,911	3,476	3,428	18,239	4,559.75
Animals per Kennel Service	487	414	360	435	1,696	424
Board Days Per Animal	13	12	10	8	--	10.75

**Coordination with the City’s Animal Control Officers and Licensing**

Animal Control Officers (ACOs) and licensing staff will continue to report to City staff. ACOs will conduct all field services, administer hearings, and maintain records and data. Citations will be issued by ACOs or licensing staff for violations of City regulations related to animal care. The delivery of high-quality customer service is dependent on effective coordination between ACOs in the field, and shelter staff. Proposals should articulate this interface between field and shelter staff, and how best industry practices can be achieved through effective coordination. This includes describing the level of access that ACOs would have to the facility, and information on the days and hours that the shelter would accept animals from the ACOs. The proposal should also describe how shelter and field staff coordinate efforts to best achieve 24-hour coverage for emergencies.

## **SCOPE OF WORK**

The City of Santa Maria ("City") is requesting proposals from organizations ("Provider") interested in providing animal shelter operations and general animal services. There are five (5) components to the City's request: Animal shelter operations, veterinary services, educational services, customer services, administrative services. The ideal organization should be able to proficiently deliver and perform on each of the five (5) components.

### ***Animal Shelter Operations***

- Provide sheltering services for all impounded animals, including those brought in by Animal Control Officers (ACOs), live strays, deceased animals for disposal, and owner-releases for adoption or euthanasia.
- Accept, or coordinate with other agencies on the acceptance of all animals, including exotics, birds, and livestock (recognizing that they may not be permitted within the City).
- Accept animals seven days a week, including after-hours calls from the City.
- Provide quarantine/isolation facility and care for animals that have bitten and broken the skin of a human and/or animal.
- Immediately scan for a microchip/license number on impounded animals as part of best efforts to reunite animal with owner before adoption or euthanasia.
- Provide in-shelter care to include (but not limited to) separation, daily routine, and processes for improving enrichment and socialization.
- Require that cats and dogs who are adopted into homes be spayed or neutered.
- Quickly post on the website and/or social media information on impounded animals within one business day of receipt of the animal.
- Coordinate with other animal rescue and adoption organizations to increase foster and adoption rates.
- Ensure accurate medical records. Whenever possible, obtain a medical and behavioral history should from owners who relinquish animals to the shelter. Shelters must document all medical care rendered to each animal.
- Ensure good sanitation as an integral part of humane animal housing. Implement proper cleaning and disinfection practices to help reduce the transmission of infectious diseases to both animals and people, and result in a cleaner, healthier, and more welcoming environment.

### ***Veterinary Services***

- Provide both routine and emergency veterinary services.
- Implement an emergency medical plan to provide appropriate and timely veterinary medical care for any animal who is injured, in distress, or showing

signs of significant illness. Train staff to recognize conditions that require emergency care.

- Implement routine veterinary services, to include (but not limited to) pain management, parasite control, nutrition, and all other efforts to ensure the well-being of animals.
- Follow veterinary medical guidelines for surgery and anesthesia, and for spay and neutering.
- Provide behavior plans for individual animals to enhance adoptability and reduce length of stay. Implement measures to reduce environmental stress.
- Establish protocols for the assessment, determination, and provision of humane euthanization and disposal of animals, in accordance with the most current Federal and/or State regulations.
- Be licensed to dispense and supply field staff with the controlled substances necessary for performance of field captures and euthanasia.

### ***Customer Services***

- Establish regular weekday hours, including the lunch hour, and at least one weekend day that allow customers with different schedules to visit the facility.
- Utilize a phone receiving system that can accommodate high call volume and ensure that a message can be left if a person is not available to receive the call.
- Provide a procedure whereby animals may be delivered to the shelter.
- Provide customer service to those that are non-English-speaking, such as the use of Spanish-speaking staff or volunteers.
- Train staff and volunteers to provide high-quality customer service.

### ***Educational Services***

- Promote animal adoption and volunteerism.
- Issue regular public service announcements
- Conduct community presentations before the public and stakeholders.
- Participate in community outreach events, including but not excluded to, fair booths, farmers' markets, Downtown Friday gatherings, and other events.
- Maintain an updated website and engaged use of social media.
- Offer outreach materials in English and Spanish.

### ***Administrative Services***

- Provide quarterly reports to the City with the monthly calls for service, number of impounds, number of adoptions, and other information describing the level of care and service to the community.
- Coordinate daily with ACOs, and conduct regular, quarterly meetings with City administrative or management staff.

- Notify the City of criminal cases such as animal cruelty or dog attack.
- Respond quickly to customer complaints, and compile complaints for reporting to the City. If the City receives a complaint on the Provider's behalf, the City for forward the complaint for the prompt response by the Provider.
- Maintain all records created in conjunction with providing the service to the City of Santa Maria in accordance with the City Records Retention Schedule and for animal services as specified by the State of California.
- Comply with the [Santa Maria Municipal Code](#) and all other applicable regulations, including State animal regulations, and as found in the California Food and Agriculture Code.

## **BUDGET AND LENGTH OF CONTRACT**

The budget for animal services (i.e., sheltering, veterinary, and other services as described in this RFP) is negotiable; however, consider the City's existing contract cost and the City's goal to provide high-quality service effectively and efficiently as part of their long-range plans. Payment amounts and schedules is to be determined. The initial term of this agreement is intended to be for five (5) years with two (2), three (3)-year options for renewal.

## **MINIMUM QUALIFICATIONS**

A successful Provider must meet the following minimum qualifications:

- The ability to properly shelter animals and prepare them for adoption, including clean and modern facilities with the appropriate number kennels and cages, water and food capacity, exercise yards, heating and cooling systems, treatment rooms, and cleaning resources.
- Knowledge and ability to run an animal shelter medical program.
- Current veterinary license. *A copy must be submitted with proposal.*
- Spay/neuter surgery and anesthesia of dogs, cats, and other animals.
- Humane euthanasia of animals as determined necessary.
- Procedures for handling complaints.
- Ability to aid low-income residents.

## **PROPOSAL DEADLINE**

Interested parties are asked to submit their proposal by the following deadline:

**Monday, October 10, 2022, at 5:00 p.m.**

Submit the proposal to:  
Community Development Department  
Attention: Director Chuen Ng  
110 S. Pine Street  
Santa Maria, CA 93458

Or by E-mail to: [cng@cityofsantamaria.org](mailto:cng@cityofsantamaria.org)

## **PROPOSAL GUIDELINES**

Interested parties should provide the City of Santa Maria with a comprehensive proposal using the following guidelines:

- Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including cover letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits.

The following proposal sections should be included in the Applicant's response:

- A. Attachment A: Complete Attachment "A", "Request for Proposal-Vendor Application Form" and attach to proposal.
- B. Cover Letter: Summarize key elements of the proposal. An individual authorized to submit a proposal must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days (approximately six months). Indicate the address and telephone number of the Provider's office located nearest to Santa Maria, California, and the office from which the project will be managed.
- C. Background and Project Summary Section: The Background and Project Summary Section should describe the Applicant's understanding of the City, the work to be done, and the objectives to be accomplished. *Refer to Scope of Work of this RFP. Clearly state the items listed in the Scope of Work that the organization will and will not be able to accomplish/offer.*



- D. Methodology Section: Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work. This includes:
- i. A transition plan from current vendor, if applicable.
  - ii. An implementation plan that describes (a) the methods, including controls by which the agency/organization manages projects of the type sought by this RFP; (b) methodology for soliciting and documenting views of internal and external stakeholders; (c) and any other project management or implementation strategies or techniques that the Applicant intends to utilize.
  - iii. Detailed description of efforts the organization will undertake to achieve client satisfaction and to meet the requirements of the Scope of Work.
  - iv. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. The plan should factor in fluctuation in service needs and any associated price adjustments.
- E. Additional Facilities: Identify any City-owned facilities or properties which the Applicant proposes to be used, leased, purchased, or rented in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.
- F. Staffing: Provide a list of leadership individual(s) and a list of classifications of persons who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.
- G. Current Performance and Self-Assessment: Describe how the organization currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If these services have been performed under contract with another public entity, provide references. The City expects an objective and transparent self-assessment.
- H. Financial Capacity: Provide the organization's latest audited financial statement and/or internal unaudited financial statements and financial references showing the organization's financial capacity.
- I. Attachment B: Describe the administrative proceedings, claims, lawsuits, or other exposures pending against the Applicant (Attachment "B").
- J. Attachment C: Complete Service Level Questionnaire included as Attachment "C".

- K. Attachment D: Applicants should use Attachment “D”- Proposed Fee Structure, to explain the organization’s fee structure. The information should be clearly defined to ensure fees proposed can be compared and evaluated.
- L. Cost Proposal/Schedule of Costs: Submit a detailed Cost Proposal/Schedule of Costs for all work to be performed. Cost Proposal/Schedule of Costs shall be a time-and-materials method of payment with a not-to-exceed limit, including specific rates of compensation and clearly depict all direct and indirect costs.
- M. Disclosure: Please disclose all past or current business and personal relationships with any current Santa Maria elected official, appointed official, City employee, or family member of any current Santa Maria elected official, appointed official, or City employee.
- N. Additional Ideas: Applicants are encouraged to provide innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities.
- O. Certificate of Insurance: Include the organization’s ‘Certificate of Insurance’ carried by the firm, containing the insurance carrier, A.M. best ratings scope of coverage and limits, deductibles, and self-insured retention. Keep in mind that the City has the following minimum scope of insurance: General Liability \$2,000,000 per occurrence for bodily injury, personal injury, and property damage; Automobile Liability \$1,000,000 per accident for bodily injury and property damage; Workers’ Compensation: Statutory limits; Employer's Liability \$1,000,000 per accident for bodily injury or disease; Errors and Omissions Liability \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *Additional requirements may apply.*

## **SELECTION PROCESS**

A selection committee will evaluate, and rank proposals based on specific criteria.

CRITERIA	POINTS
Ability to meet requirements	25
Experience with similar kinds of work	20
Demonstrated technical ability	20
Demonstrated understanding of project	20
Community knowledge or thoroughness of following instructions	15
TOTAL	100

- The City reserves the right to select the successful proposal(s) and negotiate an agreement as to the scope of services, the schedule for performance, duration of the services, and compensation for services.
- Proposals shall be prepared and submitted in accordance with provisions of the RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, may be sufficient grounds for rejection of the proposal.
- The City has the right to waive any minor defects or irregularities in a proposal.
- The City may deem a proposal nonresponsive if any document or item necessary for the proper evaluation of the proposal is incomplete.
- The City reserves the right to reject all proposals.
- An Applicant may withdraw its proposal at any time before the expiration of the time for submission of proposals set forth in this RFP.
- The City is not responsible for costs incurred in preparation of the proposal.
- Once submitted to the City, all proposals become public information.
- An agreement shall not be binding or valid with the City until it is executed by authorized representatives of the City and Provider.

## **RIGHT TO CHANGE OR AMEND REQUEST**

The City reserves the right to change the terms and conditions of this RFP. The City will notify potential Applicants via addendum by via email and/or its website: [www.cityofsantamaria.org/bids](http://www.cityofsantamaria.org/bids). City staff is not authorized to amend this RFP in any other fashion.



## **ATTACHMENT “B”**

### **Financial Review**

Provide the Applicant's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Applicant.

Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the *Applicant*.

## **ATTACHMENT “C”**

### **Service Level Questionnaire**

1. What hours and days are you open to the public? What system is in place to handle high call volumes during business hours?
2. How are after hour calls handled? Do you have on-call personnel?
3. Describe your facility, including square footage, number and type of kennels, heating, and cooling system along with climate control standards, treatment facilities, cleaning resources including floor drains, folding beds, water capacity, etc., and cremation equipment.
4. Describe any facilities maintenance plan you have in place as well as long term building replacement/renovation plans.
5. Provide your historical live release rate for five years. What are the most difficult challenges in adopting animals? How do you plan to reduce impound numbers and increase live release rates?
6. Describe the programs you utilize to supplement animal housing and increase adoption of animals. What are your adoption fees, and do they vary by breed? What do the fees include?
7. Describe temperament testing and evaluation done on newly received animals. Describe the training and/or certification received by individuals performing the testing. Which employees or volunteers perform the testing?
8. Are all animals from the jurisdiction you serve taken in or are some rejected? Are some breeds rejected?
9. Have you reached full capacity of dogs or cats in the last two years? What is your contingency plan should you reach full capacity? How do you ensure owner surrenders can always be accommodated?
10. How many runs/kennels do you have? Explain how you can accommodate additional the animals from the City of Santa Maria? Address unique challenges due to seasonal fluctuations and animal hoarding cases?
11. Do you handle cases involving farm animals such as cows, horses, and goats? If so, what resources do you use?
12. Describe your programs to control the animal population.

13. Describe additional services/programs not already addressed.
14. Describe your policies regarding injured animals. How and when are they treated? Are your policies based on State or local law?
15. Provide examples of assistance you provide to low-income residents.
16. Describe partnerships you have formed with other businesses/organizations that benefit your operation.
17. Describe the process for recording the received date for animals and verifying that the number of hold days has been met before action is taken.
18. Describe your procedure for handling complaints.
19. Explain how you can provide assurance that the service level standards will be met, and the term of the contract will be met.
20. Do you have bilingual staff on site during hours open to the public?

## ATTACHMENT “D”

### Proposed Fee Structure

Fee for 2022	\$
Revenue Offset	\$
Net Cost 2022	\$
Start-Up Costs	\$
Transition Costs	\$
Optional Services	\$
Performance Bond	\$

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



## **EXAMPLE OF AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made on , by and between , a California Corporation (“Provider”) and the City of Santa Maria, a California Municipal Corporation and charter city (“City”), in Santa Maria, California, based on the following recitals:

1. [insert text].
2. [insert text].
3. [Insert text].

### **NOW, THEREFORE, IT IS AGREED:**

1. **Recitals true.** The above recitals are true.

2. **General.**

2.01. Term and Termination. The term of this contract is [insert text], beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state, or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Provider shall determine the method, details, and means of providing [insert text] services. More specifically, Provider agrees to perform the specific services listed in Exhibit “A.”

2.03 City’s Duties. City’s duties under this Agreement are to cooperate with Provider in the performance of the contract and timely pay invoices.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit “B.”

2.05. Insurance. Provider shall provide insurance as listed in Exhibit “C.”

2.06. Exhibits. Exhibits “A,” “B,” and “C” are attached and incorporated.

3. **Provider’s Obligations.**

3.01. Minimum Amount of Service. Provider shall devote sufficient time to perform services under this agreement efficiently and effectively. Provider may represent, perform services for and be employed by additional individuals or entities, in Provider’s sole discretion, if the performance of these extra-contractual services does not interfere with or present a conflict with City’s business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Provider will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Provider (including its employees) is an independent Provider. No employer/employee relationship exists between Provider and the City. Provider’s assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Provider under this agreement.

Provider (as a business entity, including its employees) is a “design professional” as defined by California Civil Code section 2782.8(c)(3). [Include highlighted text if Provider is a “design professional.”

3.04. Indemnification. To the fullest extent permitted by law, the Provider shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys’ fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Provider or the acts or omissions of an employee, agent or sub-Provider of the Provider. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance. [DELETE highlighted text and replace with “(including its employees”) if the Provider is a design professional]

#### **4. Miscellaneous**

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of PROVIDER, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:  
Attn.  
110 East Cook Street  
Santa Maria, CA 93454

To Provider:

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Provider shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or

waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Provider shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 Prevailing Wage. Prevailing Wage. If applicable, Provider and all sub-Providers are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at [www.dir.ca.gov](http://www.dir.ca.gov) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.