

REQUEST FOR PROPOSAL
ANIMAL SHELTER OPERATION



DAVIESS COUNTY FISCAL COURT

221 Allen Street
Owensboro, KY 42303
(270)-685-8424

www.daviessky.org County Government > Current Bid Documents

ISSUED: 09-23-2024

Request For Proposals: 01-2425 ANIMAL SHELTER OPERATIONS (FISCAL COURT)

PROPOSALS SHALL BE ACCEPTED UNTIL: **FRIDAY, OCTOBER 18, 2024 @ 4:30 P.M. LOCAL TIME**

Proposals shall be addressed and delivered to:

Daviess County Fiscal Court
Attn: Purchasing
221 Allen Street
Owensboro, KY 42303

SCOPE: Daviess County Fiscal Court is seeking a qualified entity to operate one (1) or more of the three (3) primary operational components of the Daviess County Animal Shelter. The operational components include Animal Placement Services, Animal Shelter Services, and Spay/Neuter Services. The Daviess County Animal Shelter is located at 2620 Calhoun Road, Owensboro, KY 42301. The facility includes 54 dog kennels, 6 puppy kennels, 2 free-roam cat rooms, 1 cat room with 38 cages, and a veterinarian clinic. The Daviess County Animal Shelter receives approximately 2,500 – 3,000 animals per year. The County can make no guarantees that these volumes will continue in the future.

NOTE TO PROPOSERS: Proposal submission does not constitute an agreement or a contract with Daviess County Fiscal Court.

SITE VISITS: Site visits are highly recommended and may be scheduled by contacting Kandace Sturgeon at 270-685-8424 or ksturgeon@daviessky.org.

SUBMISSION REQUIREMENTS: Respondents shall include their qualifications and how they intend to meet service requirements for one (1) or more of the three (3) primary operational components of the Daviess County Animal Shelter in the following format:

1. Cover Page with organization's name, address, telephone number, email addresses and other pertinent contact information.
2. Cover Letter which includes a summary of the Proposer's ability to perform the services and enter into a Contract with the County. The cover letter must be signed by a person having the authority to commit the agency to a Contract.

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3. Qualifications and Experience
 - a. Provide a brief history of your company, including the organization of the company and any mergers and acquisitions.
 - b. Describe the experience of your company as it relates to animal care, animal shelter services, animal placement services and/or spay/neuter services.

4. Scope of Services which shall state within how the company will meet the requirements stated in the Specifications for Operational Components section below, highlighting precisely which operational component(s) are included in their proposal and which operational component(s) are excluded.

5. Implementation Schedule which shall show the timeline the company intends to follow to assume responsibilities for any or all operational components.

6. Additional Requested Information
 - a. Please disclose any criminal investigation, indictment, prosecution, or other proceeding(s) that have been brought against your company within the last ten (10) years (provide attachment if necessary). Also, describe any civil litigation pending or concluded within the last five (5) years against your company that may impair the firm's ability to provide the requested services (provide attachment if necessary).
 - b. Disclose any potential conflicts of interest with representing the Daviess County Fiscal Court for the requested services, including any potential conflicts of interest of employees assigned to this project. Daviess County Fiscal Court reserves the unqualified right to disqualify a company or cancel any Contract for any potential conflict of interest issues raised initially and/or during the contract period.

All respondents must complete and submit with their proposals the three forms at the end of this package which include: the Proposer Response Form, the Exceptions to Specifications and/or Comments Form, and the Checklist for Requirements Form.

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SPECIFICATIONS FOR OPERATIONAL COMPONENTS

All components shall operate in accordance with any zoning and health standards set by state or local law, as well as comply with all federal, state, and local laws governing equal employment opportunity, wage and hour requirements, workers' compensation, worker safety, and all other legal requirements governing employee relations and work conditions.

Additionally, all components shall administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public and county employees. This includes following all federal, state and local rules and regulations applicable to shelter operations.

This document assumes in the separation of services and specifications for each operational component that all operational components could conceivably operate independently. However, proposals that encompass two (2) or all three (3) operational components from a single entity will be viewed more favorably.

- I. **ANIMAL PLACEMENT SERVICES:** These services focus on coordinating all aspects of public interaction with shelter animals, development of programs to facilitate adoption, and development of programs outside of shelter housing that provide exercise and socialization for non-dangerous sheltered animals. Additionally, update Animal Shelter intake inventory with information pertinent to adoption. As with all operational components, animal placement services should propose how they will fundraise and obtain donations to offset operational costs, and how they will account for such revenue activity. All animals, upon determination of eligibility, shall be enrolled into one of the following programs to promote adoption and healthy behavior:
 - a. 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 operations to allow members of the public to view, interact with and adopt animals (limited to operational hours of the shelter as established by the animal shelter services).
 - iii. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
 - iv. All animals must be vaccinated, microchipped and altered to be eligible for adoption.

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- b. 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 the Animal Shelter intake inventory.
 - 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 and other non-routine activity.

- c. Long Term Program:
 - i. Provide exercise and socialization at least daily for non-dangerous sheltered animals.
 - ii. Provide for the administration and care of dangerous animals in coordination with animal shelter services that include:
 - 1. Provide input and evaluation on behavior of dangerous animals regarding euthanasia evaluations.
 - 2. Ensure that members of the public or public volunteers do not access or handle any dangerous animals.
 - 3. Provide exercise and socialization services for improved behavior.
 - 4. Document and report any incidents of bites, mishandling of animals or other non-routine activity.

- d. Volunteer Program:
 - i. Develop, administer, and maintain Volunteer Program policies and procedures that relate to animal placement services and outline allowable and non-allowable activities. Procedures should include:
 - 1. Provide and track volunteer training.
 - 2. Document and report any incidents of bites, mishandling of animals or other non-routine activity.

II. **ANIMAL SHELTER SERVICES:** These services focus on coordinating all aspects of housing and care of animals originating from Daviess County in the County's possession. As with all operational components, animal shelter services should propose how they will fundraise and obtain donations to offset operational costs. These services include at a minimum:

- a. Provide administrative services which includes:
 - i. Provide public hours of operations at least 6 days a week for forty (40) hours per week.

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- ii. Maintain records and track all animals according to industry standard practices. Records shall be made available for viewing by the County upon request. Monthly reports on shelter activities and disposition of animals will be made by Contractor to the County and will be made available to the public. At minimum, reports will include the following data for dogs, cats, and other animals:
 - 1. Number of impounded animals received.
 - 2. Number of stray animals accepted by residents.
 - 3. Number of animals returned to owners.
 - 4. Number of animals adopted.
 - 5. Number of animals transferred to other animal welfare agencies; and
 - 6. Number of animals euthanized.
 - 7. Number of animals that expired (not euthanized).
 - iii. Provide access to the County, at its discretion, to inspect the shelter's facilities. Should a County representative find any regulatory violation or any violation of the agreement, it shall notify the Contractor in writing, and the Contractor shall remedy or repair the violation in a reasonable amount of time to be set by the County.
 - iv. Coordinate with local law enforcement and Daviess County Animal Control Officers for intake.
 - v. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
 - vi. Administer dog licenses and associated fees.
 - vii. Administer adoption fees.
 - viii. Receive and record all revenue collected for animal shelter services, animal placement services, fundraisers, and donations.
- b. Provide intake services for Owensboro Police Department, Daviess County Sheriff's Office, Daviess County Health Department, Daviess County Fiscal Court and citizens who reside within Daviess County (without requiring appointment) which includes:
- i. Health and behavior assessments of each animal.
 - ii. Identification and documentation of each animals 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 animal placement services and/or public outreach activities to attempt to locate the pet's owner as soon as possible.

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- v. Provide vaccinations including Bordetella, DAPP and general dewormers for dogs and FVRCP and dewormer vaccinations for cats.
 - vi. Provide medical quarantine and behavioral isolation for the durations of the legal holding for a minimum of five (5) days (including the day of impound) and evaluation as appropriate to protect the shelter population and the people working at or visiting the facility.
 - vii. Provide food, water, shelter, and medical care to each animal.
 - viii. Provide access for intake for local law enforcement 24 hours a day, 365 days per year.
 - ix. Disposition of unclaimed animals must be in accordance with KRS 257.100.
 - x. Quarantine/Housing of animals on behalf of the Daviess County Health Department and/or Daviess County Sheriff's Office.
- c. Provide Animal Husbandry service which includes:
- i. Provide for the administration and operation of all animal husbandry services at the shelter for adoptable, long term and dangerous animals that include:
 1. Provide adequate and appropriate food to all types of animals.
 2. Properly cleaning all kennels, cages, exercises areas and other areas where animals are exposed once a day at minimum, or as needed.
 3. Maintain and properly clean animal husbandry equipment such as but not limited to food/water bowls, bedding, toys, and cat boxes.
 4. Provide adequate medical isolation for sick or diseased animals to prevent exposure to shelter operation.
 5. Perform regular janitorial services throughout the facility including public and staff areas, restrooms, medical or clinical rooms, storage areas, entrances, lobby areas, visitation rooms, isolation areas, etc. within the animal shelter areas (not to include spay/neuter clinic areas).
 6. Assess each animal with consultation from animal placement services for ongoing suitability for volunteer, foster and adoption programs. Evaluate with consultation from animal placement services to determine each animal's suitability for fostering and/or long-term adoption.
 7. Report to Daviess County representative when the animal shelter is at capacity.
 8. Place order with spay/neuter services to spay and neuter all cats and dogs being fostered or adopted into the community.

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- d. Provide for the administration and provision of animal care which 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 is the financial responsibility of the contractor.
 - ii. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
 - iii. Maintain records for all drugs or medicine.
 - iv. Comply with all applicable laws and regulations to handling medicines and hazardous materials associated with animal shelter operations.

- e. Provide euthanasia services which include:
 - i. Provide the evaluation and euthanasia of dangerous or diseased animals as specified in contract.
 - ii. Arrange and/or provide for humane euthanasia and disposal of unadoptable animals. This shall be accomplished in a manner by Federal and State regulations, which shall not subject such animals to any unnecessary pain or suffering.
 - iii. Develop and follow a clear protocol on the use of euthanasia.
 - iv. Euthanasia, using the most modern and humane method available, is to be carried out by a licensed veterinarian or certified euthanasia personnel.
 - v. Provide an appropriate area to store deceased animals until proper disposal of the remains.
 - vi. Maintain records for euthanasia drugs and materials per DEA requirements.

- f. Maintenance and operation responsibilities of Contractor also include:
 - i. Provide regular janitorial services and non-structural maintenance of all buildings, out-buildings, grounds, and parking areas.
 - ii. Pick up and properly dispose of animal waste in and around the shelter grounds.
 - iii. Properly store animal feed to secure it from vermin and wildlife.
 - iv. 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.
 - v. Report damages or maintenance issues to Daviess County Fiscal Court on the same day the issue is discovered.

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- vi. Coordinate trash disposal for the animal shelter. Trash may be disposed in a roll-off container behind the shelter. The County shall facilitate trash removal from the roll-off container.
 - vii. Provide evacuation of all animals in case of emergency.
- g. Volunteer Program:
- i. Develop, administer, and maintain Volunteer Program policies and procedures that relate to animal shelter services and outline allowable and non-allowable activities. Procedures should include:
 - 1. Provide and track volunteer training.
 - 2. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
- III. **SPAY/NEUTER SERVICES:** These services focus on coordinating and meeting spay/neuter orders from animal shelter services, including billing animal shelter services for services rendered. They will include providing for the administration and operation of a spay and neuter program for all cats and dogs being fostered or adopted into the community. As with all operational components, spay/neuter services should propose how they will fundraise and obtain donations to offset operational costs. The spay/neuter clinic shall also coordinate trash disposal for the clinic. Trash may be disposed in a roll-off container behind the shelter. The County shall facilitate trash removal from the roll-off container.

FUNDING

Daviess County Fiscal Court shall, upon successful award and negotiation of contract, provide funding for the expenses of all operational components net of donations and revenues received for all adoptions, fees, and services rendered concerning animals originating from Daviess County. Operational components are free to expand their scope and programs beyond those included in this document to the extent that donations and funding outside of Daviess County Fiscal Court can be secured.

Funding will be provided on a month-to-month reimbursement basis. An initial installment payment will be made to cover operations for a number of months (to be determined in contract negotiations), with monthly reports being submitted by the contractor showing all expenses and revenues to determine reimbursement by the County for the month submitted. Installment payments will be reconciled in the last month of each year's operation with the process to repeat for each subsequent year.

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TERM

The term of service shall be three (3) years from January 1st, 2025 through December 31st, 2027. The Contract may be renewed, at the sole discretion of the County, once for an additional three (3) year period. Renewal after the initial three-year term will be dependent upon performance as determined by Daviess County Fiscal Court.

GENERAL COMPLIANCE

NOTE TO PROPOSERS: Proposal submission does not constitute an agreement or a contract with Daviess County Fiscal Court.

DEFINITIONS:

- I. The term "County" means Owner and Daviess County, Kentucky and its designated representatives.
- II. The term "Vendor" means Supplier, Contractor, Proposer, Bidder, Participant and Seller and includes designated representatives.
- III. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Request for Proposal, Order.

NO RESPONSE: Proposers unable or unwilling to submit a Proposal should immediately return the "Proposer Response Form" only with "No Response" marked clearly on the outside of the envelope. Any Proposer not submitting a Proposal is encouraged to indicate the reason(s) for not participating.

ADDITIONAL INFORMATION: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Daviess County Fiscal Court in better understanding and evaluating the Proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by the Request for Proposals (RFP) to be submitted with the Proposal.

At the time of submission, each Proposer will be presumed to have read the scope and be thoroughly familiar with the facility and operations (including any and all addenda). The failure or omission of any Proposer to examine any form, instrument, or document shall in no way relieve any Proposer from any obligation with respect to this Proposal.

All Proposals and submitted information become the property of the Daviess County Fiscal Court and will not be returned to the Proposer.

ANY PROPOSALS NOT RECEIVED PRIOR TO THE DEADLINE WILL BE REJECTED.

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FAILURE TO SUBMIT REQUIRED DOCUMENTATION: Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

LIABILITY: Daviess County Fiscal Court is not liable for any expenses incurred during the preparation of Proposals.

KENTUCKY OPEN RECORDS LAW: At the time a Proposal is submitted to the County, Proposer shall identify any information that is submitted as part of the Proposal that is proprietary or confidential in nature and not subject to release for public inspection. The County will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

COMPLIANCE WITH LAWS AND REGULATIONS: Each Proposer shall comply with all Federal, State & Local regulations concerning this type of service.

METHOD OF AWARD: The County reserves the right to reject any and all Proposals or parts thereof, and to waive any irregularities in said Proposals. The right is reserved to award Proposal based on the best interest and/or what is most advantageous to the County. The County also reserves the right to consider as a part of the Proposal evaluation the stated warranty, stated delivery schedule and payment terms. Award will be made, according to the opinion of the Daviess County Fiscal Court, to the best evaluated Proposal.

Proposals shall remain firm and open to acceptance by Daviess County Fiscal Court for a minimum period of sixty (60) days after the Proposal opening. If the initial period has expired Daviess County Fiscal Court may request a letter from Proposer asking to extend the acceptance period.

INSURANCE REQUIREMENTS: If awarded and where applicable, the Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Kentucky or in the state where the Vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any Contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Kentucky, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided and will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contractor is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance,

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satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its forces as enumerated above. All policies must name the County as an additional insured. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Daviess County, Kentucky and the same shall be incorporated into any Contract agreed to by the parties.

WHERE APPLICABLE AND IF AWARDED, THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE BE PROVIDED. DAVIESS COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED PRIOR TO AWARD OF THE CONTRACT. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

- I. Comprehensive General Liability Insurance: The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of this insurance shall not be less than:
 - \$1,000,000 Each Occurrence Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Products – Completed Operations Aggregate Limit
 - \$1,000,000 General Aggregate Limit (Other than Products-Completed Operations)

- II. Workers Compensation Insurance: The Vendor/Contractor or his sub-contractor or contractors shall maintain and keep in force of this Contract such Workers Compensation insurance limits as required by the statutes of the State of Kentucky and Employer’s Liability with limits no less than the Kentucky Workers Compensation statutory limits.

- III. Professional Liability Insurance: Where applicable, the Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during

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the life of the Contract. The minimum amounts of such insurance will be \$1,000,000. Should any work be subcontracted, these limits will also apply.

PROPOSER'S QUALIFICATIONS: Proposer must demonstrate to the satisfaction of Daviess County Fiscal Court that he/she has adequate equipment, personnel, experience and understanding of the specifications to perform service under the Contract.

No Contract will be awarded to any Proposer who, in the opinion of the County, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the specifications.

Successful Proposer must comply with the Daviess County Fiscal Court ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits and any other ordinances which may apply to the Proposal package.

EQUAL OPPORTUNITY STATUTES: Daviess County Fiscal Court is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. The County is also committed to employing only United States citizens and aliens who are authorized to work in the United States. The County complies with the Immigration Reform and Control Act of 1986. Therefore, the successful Proposer must demonstrate to the satisfaction of the County that he/she also conforms to all Federal, State, and Local Equal Opportunity statutes. Further, the Contractor will reimburse the Daviess County Fiscal Court for any damages incurred due to any violation of the above- mentioned statutes by the Contractor while under Contract to the County.

AMBIGUITY, CONFLICT OR OTHER ERRORS IN RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other such error in the RFP, he/she shall immediately notify the Daviess County Fiscal Court of such error in writing and request modification or clarification of the document if allowable by Daviess County Fiscal Court.

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ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the plans, specifications or other pre-proposal documents will be made to any Proposer orally.

Every request for such interpretation should be in writing addressed to Daviess County Fiscal Court, 221 Allen Street, Owensboro, KY 42303 by **4:30 PM on Friday, October 4, 2024**. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be emailed to prospective Proposers and posted to the County's website: www.daviessky.org. Any Addenda by the County shall be made no later than October 11, 2024. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his/her Proposal as submitted. All addendums so issued shall become part of the contract documents.

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PROPOSER RESPONSE FORM

NAME OF FIRM: _____

ADDRESS: _____

NAME (Type or Print): _____

TELEPHONE: _____

EMAIL: _____

* Authorized Signature: _____

Date: _____

* Signature certifies the proposed solution and services meet all requirements outlined in this proposal and the vendor will comply with all specified requirements unless exceptions are noted below.

Proposer Acknowledges receipt of Addendum as noted: (mark N/A if none)

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

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CHECKLIST FOR REQUIREMENTS

Initial “ _____ ” for all below as indicated or Proposal may be rejected.

- _____ Proposer received and understands the Request for Proposals Package and Specifications.
- _____ Cover Page attached.
- _____ Cover Letter attached.
- _____ Qualifications, Experience, and References attached.
- _____ Scope of Services.
- _____ Implementation Schedule attached.
- _____ Additional Requested Information attached (IF APPLICABLE).
- _____ PROPOSER RESPONSE FORM completed and attached.
- _____ EXCEPTIONS TO SPECIFICATIONS AND/OR COMMENTS completed and attached (IF APPLICABLE)