



REQUEST FOR PROPOSALS

Provision of the Care of Animals in City of Livingston Care / Custody

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I. INTRODUCTION

The City of Livingston has a need to provide for the humane, compassionate and health treatment of animals that end up in its care and custody. The document will provide guidelines for the provision of such care to a standard consistent with or exceeding the accepted standards for animal care, veterinary services and meet the expressed and emerging needs of our community. Because of the specialized nature of the work involved, this Request for Proposals (RFP) is being issued broadly to local and regional providers of animal services to select a highly qualified provider whose values in animal care and welfare align with the City, the community and meet or exceed the needs of the animals in our care.

The main objectives of this effort are to: (1) Develop standards of care for providing care, handling and welfare of animals that find themselves in the care and custody of the City and; (2) Develop a process by which to rehome animals who are not reunited with their owners for any reason.

II. SCOPE OF WORK

The following is a list of the minimum work required under this contract. Additional tasks and work elements may be added during contract negotiations. It is also possible that tasks or elements could be deleted through negotiation and consultation. The initial term of the contract shall be 3 years beginning on July 1, 2023 and ending on June 30, 2026 with a renewal term of 3 years.

A. SERVICE AREA JURISDICTION

The City of Livingston and the statutory 2-mile extraterritorial jurisdiction or any animal that ends up in the care of the City of Livingston or animals brought in from City of Livingston residents that are determined to be strays beyond 24 hours. Please note that animals from outside the City Limits are not the fiscal responsibility of the City and must be addressed through Park County.

B. ANIMALS DEFINED

Animals is generally meant to be companion animals, dogs, cats, rabbits, guinea pigs and similar animals that primarily dwell in the home. Care for livestock animals such as horses, cattle, sheep, chickens, ducks, geese, turkeys and similar are not required but if a facility is able to provide that care for cases of neglect or abuse, please specify in the proposal.

B. TYPE OF CARE GOVERNED BY THIS CONTRACT

The care of animals in the care and custody of the City of Livingston will fall into two (2) general categories and require the following level of care and services, initial intake care and longer term care / surrender for adoption. For administrative ease, preference will be given to contractors who are able to provide all elements of both levels of care.

1. Initial Intake Care – Term not to exceed 5 days

Initially, the City of Livingston will take animals into their care and custody for a period of five (5) days unless special circumstances dictate a need for longer term care. In those first 5 days the animal shall receive:

- a. Appropriate food, water, shelter as well as enrichment and socialization
- b. Initial examination for overall health or disease
- c. Required veterinary care and treatment of routine disease
- d. Scanning for an identifying microchip with outreach to the owner if chipped
- e. Rabies and bordetella (kennel cough) vaccines
- f. If deemed medically or humanly necessary, euthanasia provided by a licensed veterinarian, except in emergency situations where a delay would only prolong the pain and suffering of the animal. In that situation, a certified vet tech may perform the procedure.
- g. If euthanasia is required, dignified disposal of the animal's remains through burial or cremation.
- h. Special Note: During the initial five day period or until surrender for adoption, the City maintains the option to inspect the animal and check on its care, on an unannounced basis during normal business or operational hours.

2. Longer Term Care and Surrender

After the initial intake and holding of 5 days animals not being held as evidence in a criminal case will be made available for adoption unless the owner voluntarily surrenders the animal prior to the end of the 5 days, in which case the animal becomes immediately available for adoption. Animals held as evidence in a criminal matter will be addressed on an as needed basis and in compliance with any issued court orders.

- a. Any animals made available for adoption will be sprayed or neutered by a local veterinarian, if deemed healthy enough, prior to placement in an adoptive home.

C. PROPOSAL REQUIREMENTS

Providers interested in provided a proposal for animal services that are at least compliant with the terms in section B-1 and B-2 should provide a proposal in the following format:

- Narrative – history of your organization, experience, licensure, staffing and biographies of key personnel.
- Proposal – describe in detail how you plan to provide the care and meet the needs and each element as outlined above.
- Name and Address of the licensed veterinarian providing services to animals in your care.
- Name and Address of local veterinarian you have a relationship with for urgent or emergency animal health issues.
- Copies of current licensures or certifications of staff performing vaccines or euthanasia if other than a licensed veterinarian.
- Copies of certifications of insurance: Workers Compensation Insurance, current and valid in the State of Montana as well as Comprehensive General Liability Insurance, including Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence.
- Detailed fee schedule for all services outlined in B1 and B2 and any other fees and sample itemized invoice. Please note: all invoices must be clearly itemized to include all services rendered to an animal and the cost for each. Terms for timely billing from the vendor and payment from the City will be clearly defined in the contract by negotiation.

Optional Add Ons:

- Fee Schedule for other services not in B1 and B2 but that the provider desires to provide.
- Fee Schedule and state of qualifications and capabilities to provide livestock care if the provider desires to provide that care. Please include any animals that you are unwilling or do not have facilities needed to care for.

Note: The applicant should include any additional information that the City has not identified, but that could be valid for the care, upkeep and humane handling of animals in the City's care.

IV. CONTRACTOR SELECTION

The City will convene a Contractor Selection Committee to evaluate and rank the proposals, which respond to this RFP. This evaluation will be based on the proposals submitted and (at the discretion of the committee) on interviews with those contractors who appear to be particularly well qualified based on their written proposals.

The evaluation and ranking of contractors will be based on the following factors, which will be weighted as shown:

- Contractor's demonstrated knowledge/understanding of the goals and values expressed in this RFP. (25%)

- Responsiveness and quality of contractor’s overall operation and ability to meet the objectives of this RFP. Does the work plan show that the contractor has the ability and will commit sufficient resources, to accomplish the required tasks, coordinate work with City staff, and provide exceptional care to the animals? (25%)
- Qualifications and availability of the key personnel and subcontractors identified in the work plan. Availability of adequate support staff and material resources. (10%)
- Contractor’s proposed fee schedule and cost effectiveness of care provided for the value. (10%)
- Contractor’s ability to provide all elements for both levels of care outlined in the RFP. (10%)

The Proposal Evaluation Committee shall include the following staff: Chief of Police, Animal Control Officer (s), Administrative Services Director, K9 Officer, City Attorney and one Local Veterinarian (unless all veterinarians apply to be a provider) in that instance a community member from an animal care focused non-profit will be invited. Recommendations will be provided to the City Manager. Final contract approval will be required by the Livingston City Commission.

V. ADDITIONAL INFORMATION & CONDITIONS

A. STATEMENT OF NON-COMMITMENT

Issuance of this RFQ does not commit the City of Livingston to award a contract or to pay any costs incurred in preparation of proposals responding to this RFQ. The City reserves the right to reject any or all proposals and to re-advertise. All proposals will become property of the City of Livingston.

B. EQUAL EMPLOYMENT OPPORTUNITY

Successful contract bidders must comply with provisions of all applicable federal law, including Title VI and Title VII of the Civil Rights Act of 1964. Any subcontracting by the successful bidder subjects subcontracting firm(s) to the same provisions of federal law. In accordance with the Montana Governmental Code of Fair Practices (49-3-207 MCA) the consultant (hereinafter referred to as the “Contractor”), agrees as follows

C. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Contractor shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract.

- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.

D. COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, § 49-3-207, MCA

In accordance with Section 49-3-207, MCA, Contractor agrees that for this Contract all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

E. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) Contractor will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) Contractor will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"Contractor will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Contractor. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information, call the "Contractor."**

F. COMPLIANCE WITH DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Based on consideration of the RFP work items, a DBE goal of 0% has been set for this contract. Even though a 0% DBE Goal was set for this contract, DBE contractors are encouraged to bid through the outlined process.

G. VENUE

In the event of litigation, venue shall be in the Sixth Judicial District in and for Park County, Montana, and the laws of the State of Montana shall apply.

H. ADDITIONAL INFORMATION

For more information regarding this RFP, please contact Lisa L. Lowy, Administrative Services Director at 220 E Park Street, Livingston, MT 59047 or phone (406) 823-9870 or via email llowy@livingstonmontana.org.

I. PROPOSAL FORMAT AND DUE DATE

Responding parties should submit 8 copies of their proposal in a sealed envelope to the care of Faith Kinnick, Administrative Assistant at the City of Livingston City Hall, 220 E Park Street, Livingston, MT 59047, no later than Friday, March 3, 2023 at Noon. Review Committee will score and be seated to discuss proposals on March 14, 2023. Contract negotiations will commence once a responsible bid is selected.