

# **REQUEST FOR PROPOSALS**

# For City of St. Francis Animal Control Services

Release Date: May 24, 2022

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#### 1. REQUEST FOR PROPOSAL NOTICE

- A. The City of St. Francis is seeking proposals from qualified applicants to provide Animal Control Services.
- B. **Questions** concerning the RFP shall be emailed to the below listed name St. Francis Police Department

Attention: Police Chief Todd Schwieger

tschwieger@stfrancismn.org

# C. Proposed Timeline

a. Request for Proposals released: May 23, 2022

b. Deadline for Submission: June 10, 2022, 4:30 p.m.

c. Council Recommendation (tentative): June 20, 2022

d. Plan Effective Upon Contract Approval

# **D. Submission Requirements**

Qualified applicants shall submit their proposals using one of the following two methods; 1) emailed PDF format, or 2) in writing with one original copy, by 5:40 p.m., Friday, June 10<sup>th</sup>, 2022.

Email submissions shall be sent to: jwida@stfrancismn.org

Mailed or delivered submissions shall be sent to:

St. Francis Police Department

Attn: Jenni Wida

4058 St. Francis Blvd

St. Francis, MN 55070

#### 2. REQUIRED CONTENTS OF PROPOSAL

### A. Firm History/Qualifications:

- 1. Brief history of your business.
- 2. Municipal experience.
- 3. Detail of any additional services that can be offered to the City

#### B. References:

1. List of cities you currently represent and for what type of service. Provide the contact names and telephone numbers.

### C. Conflict of Interest:

1. Disclose any conflicts or perceived conflicts of interest.

#### D. Proposed Fee for Services:

1. The proposal should contain the proposed itemized fee for services and all charges relating to pickup of animals, impoundment, kenneling/keeping of

animals and recovery. Fees are to be maintained at the proposed level unless approval is given by the City Council for a change in the fee structure or level.

# E. Copies of the following items:

- 1. Insurance coverage and proof of coverage
- 2. Interim Use Permit or Business License if applicable
- 3. Copy of Minnesota Board of Animal Health Licenses

## 3. CONDITIONS AND STIPULATIONS

You are invited to submit your Proposal for Animal Control Officer Services.

Unless a specific note is made to the contrary in your Proposal or a subsequent contract, we will assume that your Proposal conforms to the City's Specifications and an award to you will bind you to comply fully with all of the following Conditions, Stipulations, and Specifications.

## **General Conditions and Stipulations**

The City reserves the right to accept or reject any or all proposals and to waive formalities and select the contractor that best meet the needs of the city and its employees. The City's objective is to select a contractor who will provide the best possible service at the best possible cost while meeting the Request for Proposal specifications. The City is not obligated to award the contract based on cost alone.

The term of the contract offer will be determined by the City Council upon evaluation of the experience qualifications of the approved proposer.

#### 4. SCOPE AND RESPONSIBILITIES

The City of St. Francis desires the successful contractor to meet, at a minimum, the following conditions:

- Upon direction from the St. Francis Police Department or the City Administrator's
  office, take all reasonable and necessary steps to catch and take into custody any
  dog determined to be in violation of any City Ordinance or Minnesota State Statute.
- Provide a vehicle suitable for animal transport, i.e., a truck or van.
- Provide proper identification of the vehicle operated by the Contractor and or by other means of identification by uniform or lanyard with a prominent badge.
- Provide an approved impound/kennel facility located within a reasonable distance to the City of St. Francis.
- Agrees and warrants that all animals impounded shall be kept in a comfortable and humane manner for the period required by City Ordinance or state statute as appropriate and be a licensed kennel with the Minnesota Board of Animal Health.

- The Contractor may temporarily board at an emergency facility access and/or treatment are not immediately available at their facility.
- Response to the site will not exceed two (2) hours from the initial call for service.
  The contractor will provide the City with current contact information, including but
  not limited to office, cell and pager numbers. Contractor will be available to provide
  services for the City of St. Francis seven days a week, twenty-four hours per day.
- The Contractor shall provide a certificate of insurance showing evidence of workers' compensation coverage for the provider's employees or provide evidence of qualification as a self-insurer of workers' compensation. The Contractor shall provide liability insurance on their vehicle(s) and shall provide their own vehicle(s) for purposes of supplying the services provided under the terms of this contract.
- The Contractor shall maintain commercial general liability (CGL) insurance, and if necessary commercial umbrella insurance, with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, the general aggregate limit shall be not less than \$2,000,000 and the aggregate limit shall apply on a per-project basis. The CGL insurance shall cover liability arising from premises, operations, independent contractors, personal injury, and contractually assumed liability. The City of St. Francis shall be named as an additional insured under the CGL insurance.
- A certificate of insurance acceptable to the City shall be filed with the City prior to commencement of the contract. The certificate and the required insurance policies shall contain a provision that the coverages afforded will not be canceled or allowed to expire unless at least 30 days prior written notice has been given to the City.
- Provide monthly reports to the City which indicates:
  - the name or other designation of each animal impounded,
  - the data of impound.
  - the date that the animal was claimed by the animal owner,
     the date the animal was relinquished to an outside party (for unclaimed/surrendered animals),
  - o the name of the organization which accepted the animal,
  - the license/tag number (if any), and
  - o any other pertinent information regarding the impoundment.
- The Contractor understands that all data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing these functions and under this Contract is subject to the requirements of the Minnesota Board of Animal Health and Minnesota Data Practices Act.
- Assume all liability for all harmed animals due to its negligence, or that of its employees, in not properly caring for same and agrees to defend all lawsuits arising therefrom. The Contractor agrees to defend and indemnify and hold the City harmless, including its officers, employees or agents, from any and all claims, suits, losses, damages or expenses on account of bodily injury, sickness, disease or death and of property damage including injury to animals as a result of, or alleged to be as a result of, the Contractor's animal control operation.
- The Contractor is not an employee of the City, but is an independent contractor solely responsible for its own payment of federal, state, and social security withholding taxes. Further, the Contractor provides its own equipment with the exception for some equipment that may be made available for its use by the City in its discretion. The Contractor at no time shall hold itself out as an employee of the City, but will always identify itself as an independent contractor. No tenure or any

rights or benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

- Provide and maintain a website or other approved social media outlet that at a minimum will provide:
  - Hours of operation;
  - Prominent identification on the website as the Animal Control Officer for the City of St. Francis;
  - Fee Schedules:
  - Policy for seized animal pickup;
  - Place(s) of posting of lost dogs.
- Impoundment, boarding and related charges covering all billable items shall be presented as part of the proposal, and include at a minimum;
  - Methods of accepted payment;
  - Description of the calculations of daily boarding fee;
  - Overtime or off hours charges for animal recovery or pickup;
  - Hours of operation.
- Provide a description of your kenneling facilities including but not limited to:
  - Number of approved spaces;
  - Type and dimension of building;
  - Type of heating and cooling system;
  - Sanitary facilities and waste collection system;

The City of St. Francis may require additional information from responders to this proposal after submission of the RFP. In the event that other material is required, the City will send an identical addendum to all applicants requesting questions and applying the same timeline to all for replies.

#### 5. PROPOSAL EVALUATION

#### A. Criteria

The City will evaluate proposals based on the needs of the City. The following criteria will be used in evaluating each of the responses:

- 1. Compliance with specifications.
- 2. Experience and Qualifications
- 3. Cost of Service

### **B.** Review of Proposals

City staff will evaluate the proposals based upon the factors listed above and make a recommendation to the City Council.

The successful candidate will be required to enter into a contract with the City of St. Francis for a period of time agreed upon by the Contractor and City and will contain termination provisions.

The City of St. Francis reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

The City will choose the proposal(s) that best fits its needs. The City is not obligated to award the contract based on cost alone nor is the City obligated to award only one agent of record.

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.