

# **REQUEST FOR PROPOSALS**

For Animal Shelter Services

For

## **Kalkaska County, Michigan**

**Proposals Due**

August 3, 2018

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# REQUEST FOR PROPOSAL

## Animal Shelter Services for Kalkaska County, MI

### SECTION 1—INVITATION TO PARTICIPATE

#### 1.1 Purpose

Kalkaska County, MI (the “County”) is soliciting proposals for Animal Shelter Services. The County is soliciting proposals from interested organizations to provide an animal shelter facility and perform animal shelter services.

In responding to this RFP, Respondents must follow the prescribed format as outlined herein. By so doing, each Respondent will be providing the County comparable data submitted by other Respondents and, thus, be assured of fair and objective treatment in the County review and evaluation process. The proposals should describe the provider’s ability to provide an animal shelter facility and perform animal shelter services.

#### 1.2 Submission of Respondent’s Proposal.

To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being nonresponsive. **Sealed proposals** must be received at the address below on or before 3:00 p.m. Eastern Time, on August 3, 2018.

Deborah Hill  
Kalkaska County Clerk  
605 N. Birch Street  
Kalkaska, MI 49646  
Phone (231) 258-3300  
[dhill@kalkaskacourt.org](mailto:dhill@kalkaskacourt.org)

Upon complete evaluation of the submitted proposals, Kalkaska County, MI will select the most qualified provider. Five (5) copies of the proposal are required and shall be contained in a sealed package and clearly marked with the firm name, labeled “Animal Shelter Services” and addressed to the RFP Coordinator identified below. Proposals shall be submitted no later than 3:00 P.M., August 3, 2018.

#### 1.3 RFP Coordinator

This RFP is issued for the County. The RFP Coordinator, identified below, is the **sole point of contact** regarding this RFP from the date of distribution until the selection of the successful Respondent. Contacting other public office holders or staff members as part of this process is not acceptable and is grounds for potential elimination from consideration. All Questions must be submitted in writing, no oral response will be provided to individual questions.

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Kalkaska County Clerk  
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**Only those Respondents who have registered and received a copy of this RFP from the County will receive addenda, if issued. Addenda information will be issued by email only and the County will not be responsible for failure of Respondent to receive addenda information. Please insure your spam filter will not block email from the above address.**

#### **1.4 Presentation and Clarification of the County's Intentions**

As a result of this RFP, the County intends to enter into a contract with the selected Respondent to supply the services described herein. However, this intent does not commit the County to award a contract to any responding Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so;

**Questions:** Any and all questions will be submitted in writing to the Kalkaska County Clerk. Email ([dhill@kalkaskacourt.org](mailto:dhill@kalkaskacourt.org)) is the preferred method for communication. All answers will be submitted to all participating respondents in writing.

#### **1.5 Time Line**

The schedule of events for this RFP is anticipated to proceed as set forth on Exhibit B.

#### **1.6 Iran Linked Business**

The proposal must include a certification in the form of Attachment E to the County that neither the Contractor nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012.

### **SECTION 2—BACKGROUND AND SCOPE OF WORK**

#### **2.1 Overview**

The County seeks to select a qualified contractor to provide an animal shelter facility and animal shelter services.

## 2.2 Desired Services

The contractor shall coordinate, plan, manage, and operate an animal care and shelter program that shall provide and perform the following activities:

- A. Be open to the public with front desk reception services for a minimum of 32 hours per week.
- B. Issue animal licenses and tags and collect fees for those licenses and tags. The CONTRACTOR shall account for and transmit all license and tag fees to the Kalkaska County Treasurer on a monthly basis.
- C. Provide record keeping services to meet all state, county, and local reporting requirements.
- D. Receive animals impounded by the Kalkaska County Animal Control Officer or Law Enforcement Officers.
- E. Allow for dog drop off by Law Enforcement on a 24 hours/7 days per week basis.
- F. Accept cats as housing permits during open business hours.
- G. Receive animals voluntarily surrendered by their owners or custodians.
- H. Receive animals impounded or seized pursuant to a Court Order under the terms and conditions of that Court Order.
- I. Provide staff support in emergency situations (i.e., mass animal seizures, abuse cases, and emergency transport services).
- J. Take any and all necessary and reasonable steps to encourage, enhance and promote the placement and adoption of animals within the care and custody of the CONTRACTOR.
- K. Humanely dispose of those animals within the care and shelter of the CONTRACTOR as deemed necessary.
- L. Maintain, equip and manage the shelter facility for the care and custody of the animals, including but not limited to, the provision of food, water and medical supplies.
- M. Charge and collect adoption and boarding fees, which shall not exceed those fees set by Kalkaska County Board of Commissioners.
- N. Spay/Neuter all animals adopted from the shelter if the animal's age allows for the procedure.

The County Board of Commissioners will select one qualified provider who will, following selection, enter into a services contract with the County, which shall form the basis for the animal shelter services.

## **SECTION 3 – GENERAL INFORMATION FOR THE RESPONDENT**

### **3.1 Reservation of Rights**

The County reserves the right to accept any proposal or reject any and all proposals, in part or in their entirety, or select certain products from various Respondent proposals, or to waive any informality, irregularity or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

Proposals which are incomplete, not properly endorsed, do not follow the requested format, or otherwise are contrary to the guidelines of the RFP may be rejected as non-responsive at the County Board of Commissioners discretion.

The County Commissioners reserve the right – but do not incur a duty – to request clarification from any or all respondents submitting proposals.

### **3.2 Indemnification**

The Respondent shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Respondent, its agents or employees, the provision of any products by the Respondent, its agents or employees, arising from any act, omission or negligence of the Respondent, its agents or employees, or arising from any breach or default by the Respondent, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

### **3.3 Contract Negotiation**

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. The Respondent must agree to the standard provisions of the County agreement which will include, but is not limited to:

Comprehensive Insurance and Indemnification Provisions to include, but not be limited to, Workers Compensation Insurance, Commercial Liability; Liability and Property Damage, Professional Liability; Excess or Umbrella Coverage, and motor vehicle liability coverage; All insurance companies must be licensed and admitted to do business in the State of Michigan and have an A.M. Best Company rating of not less than A or A- (Excellent);

Proof from a qualified surety of a performance and payment bond equal to 100 percent of the contract;

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract;

Respondent will comply with all applicable laws, rules and regulations, including but not limited to, non-discrimination, payment of wages, payment of taxes, licensing, insurance and permits

Respondent and the Respondent's employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of the County.

**3.3.1 Contract Payment.** Actual terms of payment will be the result of agreements reached between Kalkaska County and the Respondent selected

**3.3.2 Contract Approval Process.** Respondents must be aware that any contract resulting from this request for proposals is subject to prior approval by the Kalkaska County Board of Commissioners and the Kalkaska County Attorney.

## ATTACHMENT A - GENERAL CONTRACT TERMS AND CONDITIONS

Any contract arising out of this RFP shall contain provisions that include, but will not be limited to, the following:

### **4.1 Nondiscrimination Clause**

The Respondent who is selected as the Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, national origin, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, age or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

### **4.2 Indemnification and Hold Harmless**

The Respondent who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Kalkaska and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Kalkaska and its elected and appointed officers, employees, servants and agents may incur as a result of any violations of federal or State of Michigan laws, codes, rules or regulations, willful or wanton misconduct, or negligent acts or omissions of the Contractor or its employees, servants, agents or Subcontractors that may arise out of the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

### **4.3 Contractor Insurance Requirements**

The Respondent who is selected as the Contractor, and any and all of his/her/its subcontractors, shall not commence work under the contract until he/she has obtained the insurance required under this section and any subsequent contract. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance companies acceptable to the County of Kalkaska and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

- a) Worker's Compensation Insurance: The Contractor shall procure and maintain during the term

of the contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

- b) Commercial General Liability Insurance: The Contractor shall procure and maintain during the term of the contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.
- c) Motor Vehicle Liability Insurance: The Contractor shall procure and maintain during the term of this contract, Motor Vehicle Liability Insurance, including applicable Michigan No-Fault coverage's, with limits of liability of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d) Professional Liability/Errors and Omissions Insurance: The Contractor shall procure and maintain during the term of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is Claims Made Form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of the contract.
- e) Deductibles: The Contractor shall be responsible for payment of all deductibles required by its insurance coverages.
- f) Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be "Additional Insured's: The County of Kalkaska, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof.

The coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, regardless of whether other available coverage is primary, contributing or excess."

- g) Cancellation Notice: All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Deborah Hill, Kalkaska County Administrator/Controller, 605 N. Birch St., Kalkaska, MI 49646."
- h) Proof of Insurance: The Contractor shall provide the County of Kalkaska, at the time the contracts are returned by him/her for execution, with two (2) copies of the aforementioned Certificates of Insurance and/ Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. The Contractor shall provide the County evidence that all subcontractors are included under the Contractor's policy.

If any of the above coverage's expires during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Kalkaska at least ten (10) days prior to the expiration date.

#### **4.4 Applicable Law and Venue**

Any agreement resulting from this RFP shall be subject to and construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for any legal or equity action under this agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

#### **4.5 Compliance with the Law**

The Respondent who is selected as the Contractor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

#### **4.6 Assignments**

The Respondent who is selected as the Contractor shall not assign the award of the Contract or any payment without the prior written approval of Kalkaska County.

#### **4.7 Independent Contractor**

The Respondent who is selected as the Contractor shall be an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

#### **4.8 Iran Linked Business**

The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

**NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.**

## **ATTACHMENT B - PROPOSED PROJECT SCHEDULE**

The following schedule is the proposed schedule. This schedule is at the discretion of Kalkaska County, MI and may change during the project.

<b><u>ACTIVITY</u></b>	<b><u>DATE</u></b>
<b>Advertise RFP:</b>	<b>June 22, 2018 to August 3, 2018</b>
<b>RFP Due At County Office:</b>	<b>August 3, 2018</b>
<b>Proposal Review and Selection of Contractor:</b>	<b>August 8, 2018 to August 15, 2018</b>
<b>Final Project Scope Formation</b>	<b>TO BE DETERMINED (TBD)</b>

## ATTACHMENT C - RESPONSE

### GENERAL INFORMATION

#### **Due Date:**

Proposals must be *received* at the below address on or before August 3, 2018, 3:00 P.M., local time. Late proposals will not be accepted.

#### **Submit Proposal**

Prepare responses to “Animal Shelter Services”

Quantity: Five (5): hard copies

Proposals must be submitted in a sealed envelope. Clearly mark one hard copy proposal as “ORIGINAL”.

#### **Delivery**

Postal Address:

To: Deborah Hill, Kalkaska County Clerk

Attention: Animal Shelter Services

Kalkaska County, MI

Address: 605 N. Birch St.

Kalkaska, MI 49646

### RESPONDENT PROFILE & APPROACH TO PROJECT

- *Answer all questions or state “N/A” if not applicable.*
- *Please number and re-state each subheading or question, followed by your response. This improves clarity and makes it much easier to evaluate your proposal.*
- *Number all pages.*

#### **1. Qualifications And Capability**

##### **a. General Firm Information**

- (1) Type of Firm. (corporation, partnership, sole proprietorship, joint venture)
- (2) Year Firm Established. Number of years has your firm been in business under its present business name
- (3) Other Firm Names. Indicate all other names by which your organization has been known and the length of time known by each name.
- (4) Parent Company. If applicable, state name, address, former name if applicable, tax identification number
- (5) Participating Division or Branch Offices. State division or branch offices that will participate in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided (office name, and address).

(6) Submittal. Submittal is for (parent company, subsidiary, division, branch office)

**b. Financial Soundness**

- (1) Financial Statement. Attach your firm's most recent financial statement or annual report for each of the last three years. **If your firm is a subsidiary of a larger firm please submit financial statements for the subsidiary.**
- (2) Statement of Financial Conditions. Attach the most recent annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flows, dated within the past twelve (12) months. Provide the name, address, and the telephone number of firm(s) that prepared the Financial Statements: again if you are a subsidiary of a larger firm the statement of financial conditions are required of the subsidiary.
- (3) Accounting Firm Information. If these financial documents were not produced in-house, indicate the name, address and phone number of the firm(s) that prepared these financial statements.

**c. Cost and Pricing**

Provide an annual price for all services listed in the Scope of Services.

## ATTACHMENT D - EVALUATION CRITERIA

The criteria listed below will be used to evaluate written proposals and possible subsequent interviews.

These criteria will be applied and interpreted solely at the discretion of Kalkaska County, MI. Proposals should include all necessary information that is pertinent to these evaluation criteria. Additional information required for proper assessment of proposals may be requested from the respondent at the discretion of Kalkaska County, MI.

The criteria are not ranked in order of importance.

### 1. QUALIFICATIONS AND CAPABILITY

- a. **General Firm Information.**
- b. **Experience of Firm.** General experience in animal shelter services.
- c. **Scope of Services.** Comprehensiveness of management, maintenance and monitoring services offered.
- d. **Financial Soundness.** Financial soundness and stability of the respondent. Completeness and strength (financial viability) of most recent annual financial statements.

### 2. EXPERIENCE AND EXPERTISE

### 3. COST AND PRICING

- a. **Other Costs.** Assess this in terms of added value.
- b. **Best Value.** Value for the investment.

**ATTACHMENT E**

**COUNTY OF KALKASKA REQUEST FOR PROPOSALS  
FOR ANIMAL SHELTER SERVICES**

**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012 FORM**

(Please type or print clearly in ink only)

I certify that neither \_\_\_\_\_ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an “Iran linked business” during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_