

SECTION IV

INSTRUCTIONS TO PROPOSERS

SUMMARY

The Savannah Road Animal Shelter (“SRAS”), through an interlocal agreement, is jointly managed by the City of Fort Pierce and St. Lucie County. It is the intention of this Request for Proposals (“RFP”) to enter into an agreement with an organization to operate and maintain an animal shelter that is easily accessible to all the residents of the City of Fort Pierce and unincorporated St. Lucie County and provide affordable veterinary care to those animals in need and to do so in a fiscally responsible manner.

The City of Fort Pierce and St. Lucie County, Florida (“Agency/Agencies”) are seeking proposals from qualified firms or organizations (“Proposer”) to provide **a Lease of and Full Operational Management for the Savannah Road Animal Shelter, an open admission animal shelter and veterinary center, located at 100 Savannah Road, Fort Pierce, FL 34950.**

A. OBJECTIVES

The Agencies are seeking to have the Savannah Road Animal Shelter operated in a professional manner to achieve the following goals:

1. The primary objective of the shelter is to provide an animal shelter to receive domestic animals that are surrendered by the residents of the City of Fort Pierce and unincorporated St. Lucie County, preferably through a managed intake process, or impounded by Animal Control Officers or other Law Enforcement personnel.
2. Offer professional, friendly customer service. All customers are to be treated in a manner that conveys respect and courtesy regardless of the cause or nature of their visit.
3. Offer low cost veterinary services, specifically vaccinations and sterilization surgeries, to pet owners. The Agencies strongly support spaying and neutering of all animals and all animals are required by state statute and local ordinance to be sterilized prior to any adoption.
4. Provide adequate and necessary care to all animals under its oversight. This includes medical attention to injured/sick animals, basic vaccinations, flea/tick treatments, testing and treating for worms, and if necessary, humane euthanasia.
5. Provide and promote adoption services to area residents.
6. Operate a volunteer program and actively participate in public education programs that promote responsible pet ownership.

7. To be a self-sufficient operation, through fundraising efforts, adoptions, and veterinarian services, supplemented by public funds as determined through a service contract with the Agencies.

B. SUMMARY OF REQUEST FOR PROPOSAL INFORMATION

The Proposer(s) selected to enter into any lease and management contract agreement with the Agencies will be expected to manage the operations consistent with modern management trends in the animal control/sheltering industry.

The Agencies are requesting the submission of written proposals, with detailed information, by the company, organization or individuals who are interested in submitting for management and lease of ALL operations and maintenance for the Savannah Road Animal Shelter, including surrendered/impounded animals, adoptions, veterinary care, public outreach, collections and regulatory reporting. Proposers are to refer to the following:

Each exhibit provided reflects the Agencies' specifications and expectations.

SCOPE OF SERVICES

1. **TRANSITION PLAN.** Proposers should submit a transition plan indicating how the Proposer will assume the services currently provided in a smooth and orderly fashion.
2. **ACCEPTANCE OF ANIMALS.** The provider shall accept all domestic animals either surrendered by residents of the City of Fort Pierce and unincorporated St. Lucie County or impounded by the Agencies' Animal Control Officers ("ACO") or other Law Enforcement personnel. This includes live strays, deceased animals for disposal and owner surrenders for adoption or euthanasia. It will be at the Proposer's discretion to accept animals from outside the defined area.
3. **SPECIAL HANDLING.** The Proposer must ensure that animals with ACO / Police holds, quarantines or pets held in protective custody are isolated in an area not accessible to the public. Any animal in protective custody is not to be removed from the isolated area without the express permission from the impounding authority, except for providing basic care (walks/exercise) or medical care.
4. **ADOPTION.** The Proposer shall be responsible for making every reasonable effort to prepare and present animals for adoption to the public and to facilitate the same. The Proposer shall, prior to euthanasia, release the animal to an animal rescue or adoption organization if requested by the organization or rescue. Animal Control Officers reserve the right to deem an animal "dangerous" and therefore unsuitable for adoption or transfer to another Agency.
5. **EUTHANASIA.** Arrange and/or provide for the humane euthanasia and disposal of injured/sick or unwanted animals as necessary. This shall be accomplished in a manner approved by the State of Florida, pursuant to § 828.058, Fla. Statute (2019) by an individual certified to perform such procedure, which shall not subject such animals to unnecessary pain. Proposer should make every effort not to euthanize any healthy and adoptable animal. Except as required due to injury or illness that requires immediate attention, a list of all animals scheduled for euthanasia shall be provided to rescue

organizations at least 24 hours prior to euthanasia being performed and two qualified individuals shall sign off on the need for euthanasia.

6. CARE. The best possible care and treatment shall be given to all animals held in custody. Adequate housing shall be provided, food shall be provided at least twice a day and the shelter shall not be overpopulated. All kennels are to be kept in a sanitary condition with animal waste collected and disposed of properly. The Proposer shall have veterinary services available during normal business hours. Animal owners remain responsible for all routine or emergency veterinary care costs.
7. COLLECTION OF FEES. The Proposer shall be responsible for collecting all fees (ex: license fees, spay/neuter fees, impound fees, etc.) due and issuing receipts for payment prior to releasing any animals. The collected fees shall be remitted to the appropriate Agency by the 5th day of each month, following the end of the prior month.
8. LICENSES. The Proposer is required to issue animal registrations or ensure a registration already exists for every animal either adopted by or returned to a resident of either Agency.
9. RECORDS. The Proposer shall keep comprehensive records of every animal brought to the shelter and submit regular monthly reports to each jurisdiction in accordance with the service contract. The Proposer shall be required to develop its own records keeping procedure and maintain records of all animals it handles in the performance of the contract and in compliance with S.S. § 823.15 and S.S. § 119, as amended.
10. VETERINARY CARE. The Proposer is expected to provide the following types of care:
 - a. Provide low cost vaccinations and sterilization surgeries to qualified residents.
 - b. Provide emergency care as needed during normal business hours.
 - c. Provide basic first aid and standard services including but not limited to treating minor wounds, injuries, worms, fleas and ticks, to all impounded animals, unless it is determined that the animal is unable to be saved.
 - d. Ensure all animals are sterilized prior to being adopted as required by State Statute 823.15.
 - e. Provide low cost euthanasia and disposal services to residents of the Agencies.

STRUCTURES AND FACILITIES

There are multiple structures on the shelter property located at 100 Savannah Road, including a two-story office building, three (3) dog runs, a double bay garage, and several miscellaneous use auxiliary structures. The entire facility has recently undergone a major rehabilitation to ensure all structures are compliant with current codes. The Agencies will require the approved Proposer to utilize this facility in providing sheltering and adoption services.

The facility occupancy shall be accomplished by lease of the premises by the Proposer. The Proposer shall be responsible for pest control, landscape maintenance, irrigation maintenance, custodial services, all utilities including solid waste and the repair of any damage incurred due to negligence of the operator. The facility shall be maintained in a

neat, clean and sanitary condition in conformity with established standards for humane animal care. The Agencies will retain the responsibility for maintenance of the facility except those items specifically identified above.

EVALUATION OF SERVICES

The Agencies intend to protect their interests and ensure that expectations are met. Services provided by the Proposer will be formally evaluated at a minimum of two times per year by the City Manager or designee in writing and will be detailed in the service agreement. Daily operations and services will be reviewed by Animal Control staff on a regular basis, with deficiencies being noted and provided to the Proposer for resolution.

The Agencies reserve the right to make unannounced inspections, during normal business hours, of the facility to assure compliance with the scope of services outlined above and ensure the animals are cared for in a humane manner.

SECTION V

A. PURPOSE/INTENT

This Request for Proposal is issued by the City of Fort Pierce, Florida on behalf of both the City of Fort Pierce and St. Lucie County, Florida. The purpose of this RFP is to establish a contract and lease for the management of an animal shelter, adoptions, and veterinary services for all domestic animals.

The animal shelter is located in Fort Pierce, Florida. The Agencies are seeking an Operator that has experience and knowledge in managing a full-service animal shelter, is financially stable, and shows strength in customer service commitment, public outreach and education. The initial term of this agreement is intended to be for five (5) years, with three (3) optional five (5) year renewals.

The successful Proposer shall manage shelter operations for all animals that are impounded or quarantined by Animal Control Officers, Law Enforcement personnel as well as all domestic animals surrendered by residents of the Agencies.

All Proposers shall submit as part of their proposal an Operational Management Plan, setting out how they propose to operate and manage the animal shelter, including hours of operation and public access, and include a proposed budget and proposed lease agreement. The successful Proposer will be the qualified, experienced Proposer whose proposal is most responsive to the Agencies' goals and whose plan provides a realistic management plan and budget. The intent of this RFP is to award a contract in the form of a five-year Operating Agreement and Lease Agreement to a responsive Proposer, whose proposal conforms to the requirements of this RFP, is most advantageous to the Agencies, with price and other factors considered.

B. PROPOSAL OPENING DATE

Proposals are due on or before **TO BE DETERMINED**. Five (5) copies of sealed proposals (one original and four copies) shall be mailed or delivered to:

Delivery Address:

City of Fort Pierce

100 North U.S. #1

Fort Pierce, FL 34950

Mailing Address:

City of Fort Pierce

P.O. Box 1480

Fort Pierce, FL 34954-1480

Proposals should be enclosed in a sealed envelope clearly marked on the outside with the following information: proposal name, proposal number, due date/time, proposer name, and proposer address and phone number.

Copies of the proposal documents are available electronically from the Procurement Department by e-mail request to biddesk@cityoffortpierce.com or on the web site of Demandstar.com (www.demandstar.com) and Public Purchase.com (www.publicpurchase.com).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)(d) of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award.**"

C. SELECTION PROCESS AND AWARD

All proposals will be evaluated by an Evaluation Committee in accordance with the criteria set forth in the RFP documents. The City of Fort Pierce will not be liable for any costs incurred by the Proposer in connection with proposals or presentations.

The Evaluation Committee reserves the right to accept or reject any or all proposals with or without cause, to waive technicalities, or to accept the proposal, which, in its judgment, best serves the interest of the Agencies. In the event contract(s) are to be awarded, it will be to the Proposer that demonstrates, in the City of Fort Pierce's opinion, the highest degree of compliance with the evaluation criteria, who will thereafter enter into a written Agreement with the City of Fort Pierce. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The Evaluation Committee reserves the right to reject all proposals, to waive any formalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

D. PROPOSAL WITHDRAWAL

Proposers may withdraw their proposal by notifying the City of Fort Pierce in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposal in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the City of Fort Pierce and will not be returned to the Proposers.

No additional information may be submitted, or follow-up performed by any Proposer after the stated due date outside of a formal presentation requested by the Evaluation Committee.

E. CONTACT

All prospective Proposers are hereby instructed not to contact any employee or elected official of the Agencies other than the noted contact person regarding this RFP. Any such contact may be cause for rejection of your proposal.

No RFP may be withdrawn for a period of 90 days after time has been called on the date of opening.

F. INQUIRIES/QUESTIONS

All inquiries will be in a written format and addressed to the Purchasing Manager.

TO

City of Fort Pierce
Gelencia Carter
Purchasing Manager
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 467-3848
Email: biddesk@city-ftpierce.com

No inquiries will be responded to if received within seven (7) calendar days of the proposal date.

G. CERTIFICATE OF INSURANCE

Proposer shall procure, at its own expense, insurance according to the insurance requirements listed in Section III of these specifications. The insurance shall become effective prior to the lease and contract becoming effective and shall be maintained in force until the expiration or termination of the contact and lease.

H. BUSINESS TAX RECEIPT

Provide a valid Business Tax Receipt (formally known as an Occupational License) from your jurisdiction, if required, with your proposal submittal.

I. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with the Proposal Response Form.

J. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or Proposers who can speak to your firm's utilization of M/WBE on previous projects, if available.

K. CONTRACT TERMS

Management and operation of all facets of the Animal Shelter on a short-term basis (five (5) years with a possible renewal of three (3) additional five (5) years).

SECTION VI

INSTRUCTIONS FOR PREPARING PROPOSALS

****NOTE: The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters which the Proposer wishes the Agencies to take into consideration in reviewing the proposal.**

A. GENERAL

The Proposer warrants its response to this Request for Proposal to be fully disclosed and correct. The Proposer must submit a response complying with this RFP, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately.

It is expressly understood that the Evaluation Committee's preference/selection of any proposal does not constitute an award of a Contract with the Agencies. It is further expressly understood that no contractual relationship exists with the Agencies until a contract has been formally executed. It is further understood, no Proposer may seek or claim any award and/or reimbursement from the Agencies for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

B. PROPOSAL SECTIONS

The proposal must be divided into seven (7) sections with reference to parts of this RFP done on a section number/paragraph number basis. The seven (7) sections shall be named:

1. Letter of Transmittal
2. Experience and Qualifications
3. Business Plan
4. Financial Plans and Oversight

5. Staffing and Professional Qualifications
6. Facility Rental / Lease Agreement
7. Supplemental Documents

C. LETTER OF TRANSMITTAL

Proposer's Letter

The Proposal letter shall be addressed to the City of Fort Pierce, Florida Purchasing Manager and shall include at a minimum the following:

1. Name of Individual, Partnership, Company, Organization or Corporation submitting proposal;
2. Contact information for proposal submittal questions and future performance questions;
3. Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
4. Signature(s) of representative(s) legally authorized to bind the Proposer.

Corporate Information

If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida, St. Lucie County and the City of Fort Pierce prior to the signing of a contract.

Executive Summary

The Proposer will include an Executive Summary (maximum 3 pages) that states how it views this contractual opportunity and provide an overview of its qualifications and proposed approach.

D. EXPERIENCE AND QUALIFICATIONS

The Proposer must have a proven track record of successful management of an animal shelter, veterinary practice or other related animal service. A minimum of five (5) years' experience is preferred. Staff certifications shall include a Florida Licensed Veterinarian, Veterinarian Technician, Certified Euthanasia Technician and a Certified Professional Dog Trainer/Behaviorist.

The Proposer shall answer the following questions or requests for information as they relate to its existing operation of similar facilities:

1. Indicate the number of years the Proposer has been providing these types of services.
2. Provide a listing and description of facilities or business operations managed by the Proposer.
3. Provide a brief description of the location and demographics overview for each location operated.
4. Demonstrate the Proposer's ability to promote adoptions and public education.

5. If applicable, indicate how the Proposer has elevated the image of other facilities you operate.
6. Explain the Proposer's use of modern shelter management practices such as participation in local Trap/Neuter/Vaccinate/Return programs, use of social media, and the utilization of a managed intake structure or intake diversion methods.
7. Please provide a list of five (5) references that can describe your previous performance in the management, operations, and maintenance of facilities for whom the Proposer has provided services comparable to those described in this RFP, including:
 - a. Name of entity (firm, city, etc.).
 - b. Address of entity.
 - c. Name, title, e-mail address, phone, and fax of a contact for the entity.
 - d. Number of years Proposer has served the entity.
 - e. Brief summary of scope of services provided, and type of contract.
 - f. Brief summary of measures of success of your operations.
8. Provide legal history of the company including, but not limited to:
 - a. Proposer shall disclose if it has made any claims for extra payment or increases in compensation during the course of its agreements.
 - b. List any history of claims, litigation, arbitration, and/or termination for cause associated with any work contracted on any project in the past ten (10) years.
 - c. Has the Proposer had a contract terminated for default within the past ten (10) years?
 - d. Has the Proposer filed any lawsuits, requested arbitration, or been involved in any litigation with regard to your contract activity within the last ten (10) years?
 - e. Does the Proposer have any judgments, claims, arbitration proceedings, or lawsuits pending?
 - f. Has the Proposer filed for Chapter 7, 11 or 13 bankruptcies in the past ten (10) years?
 - g. List any current litigation in the State of Florida.
 - h. If Proposer has no history of litigation, claims, or disputes, please so state.

E. BUSINESS PLAN

This section details the components to be included in the Proposer's Business Plan describing the services to be performed and the manner in which they will be performed. Such description should, at a minimum, provide the following information:

1. Proposer's understanding of the project.
2. Overall project plan with a listing of all major tasks to be performed by the Proposer and the deliverable products associated with each task
3. Listing and annotation as to the manner in which the Proposer proposes to meet each provision stipulated in this RFP.

Below are the Agencies' minimum expectations. Explain how you will meet those expectations. The Proposer is encouraged to exceed minimum expectations, explain how, and project the resulting performance and financial benefits to the Agencies.

Complete Management Services Proposal

The Proposer will be responsible for providing, at a minimum, the following:

1. Managing general site operations, including impounds, adoptions, veterinary clinic and maintenance of buildings and all other outdoor spaces including the parking lots.
2. Describe the administration for managing the shelter and the operations of a low cost veterinary clinic.
3. Detail the types of support anticipated from volunteers.
4. Detail adoption policies and strategies and related community outreach.
5. Provide protocols for safety including the safety of the animals, the staff, volunteers and all visitors to the facility.
6. Develop and implement all critical business systems including but not limited to: preparing audits, completing asset inventories, developing personnel management procedures, paying all taxes, licenses and utilities and providing all required reports and accounting. Providing appropriate insurance and indemnifying and holding the City of Fort Pierce and St. Lucie County harmless from any liability arising from the operation of the animal shelter and related activities.
7. Implement a comprehensive records management policy that addresses all mandatory reporting requirements of the state.

F. FINANCIAL PLANS AND OVERSIGHT

Revenue and Expense Models

Proposer shall develop and submit an annual operating budget and financial plan (detailed pro forma) that demonstrates a viable revenue and expense model for the period of the proposed term of the agreement.

The income portion shall include all avenues of anticipated revenue including but not limited to fundraising, memberships, adoptions and costs for services provided.

The expense portion (model) shall include all of the anticipated operating costs including but not limited to materials, pharmaceuticals and equipment as well as any capital improvement costs. Any fixed capital improvements shall become the property of the City of Fort Pierce, Florida upon termination or expiration of the term of the agreement.

Oversight

The Agencies want to achieve and maintain effective public-private relationships. Transparency is of utmost importance. The Agencies will maintain oversight and facilitate timely communications.

G. STAFFING AND PROFESSIONAL QUALIFICATIONS

Proposer shall include a staffing plan for the Savannah Road Animal Shelter and shall indicate the following:

1. Identify the overall manager and other key personnel by name with their skills, background and credentials. Include references and proposed job descriptions. If you cannot at this time identify the person by name, supply the required qualifications and detail how you will secure that individual.
2. The Proposer must have staff that includes at a minimum one (1) full-time Florida Certified Veterinarian and one (1) full-time Veterinarian Technician.
3. Provide staffing levels, and an organizational chart, for each segment of your overall local organization. Provide an organizational summary that will highlight the experience and the role of the individuals who will be directly involved in the management of Savannah Road Animal Shelter. Include a listing of all personnel that will be assigned to the project along with a summary of their qualifications and specific responsibilities for the project.

H. FACILITY RENTAL / LEASE AGREEMENT

The Proposer agrees to provide to the City of Fort Pierce a monthly rental fee for use of the animal shelter facilities and grounds. This can be accomplished via direct payment or a reduction in costs of services.

If Proposer wishes to propose capital improvements, please provide a clearly defined plan and how it will be financed. Permanent capital improvements may be considered in determining the monthly rental fee at a reduced rate for a set period of time. Any permanent capital improvements made during the term of the contract must be properly permitted and shall become the property of the City upon expiration or termination of the lease and contract.

In the event of a conflict between the terms of the lease agreement and the terms of this RFP, the terms of the lease agreement shall control.

I. EVALUATION OF PROPOSALS

Evaluation Method

The City of Fort Pierce shall appoint an Evaluation Committee comprised of individuals from both Agencies to evaluate Proposals, considering both the written proposal and reference checks. Upon completion of the evaluations, the Evaluation Committee will recommend to the City of Fort Pierce, Florida, the Proposer(s) which offer the best value to the Agencies, taking into consideration the importance of the evaluation factors set forth below. The responsibility for final selection and award of a contract rests solely with the City Commission of Fort Pierce. The City Commission's decisions will be final.

The Evaluation Committee will review and evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the criteria for each category.

The ranking of Proposals will be at the sole discretion of the Evaluation Committee and any protests by any Proposer that is not selected or short listed will not be considered.

The City of Fort Pierce reserves the right to negotiate the exact terms and conditions of a contract with the Proposer selected by the City Commission. If negotiations with the Proposer selected by the City Commission do not produce an acceptable contract, the City of Fort Pierce reserves the right to begin negotiations with the alternate Proposer(s), as directed by the City Commission until an acceptable contract is negotiated, or to break off negotiations with all Proposers and not award a contract.

The City of Fort Pierce shall not be liable to any Proposer for costs associated with responding to this RFP, Proposer’s participation in any oral interview, or any cost associated with negotiations.

Based upon preliminary scoring of the written Proposals, the Evaluation Committee will shortlist the top three (3) firms and may invite those firms to make a presentation so that the Proposer can further present the proposal and discuss various components of the Proposal. Following the presentations, if applicable, the Evaluation Team will rank the shortlisted firms considering both the written proposal and presentation. Proposer presentations/demonstrations shall be at a City site, at a date and time mutually agreed to between the City of Fort Pierce and Proposer and shall be at the Proposer’s expense. Evaluation Committee members will individually score each responsive and responsible proposal using the criteria below. Total score for each response will be tabulated for each Evaluation Committee member. Using those scores, each response will be ranked.

Evaluation Criteria

Evaluation criteria shall include, but not be limited to the following:

#	Criteria
1	Proposal Overview
2	Professional Qualifications
3	Experience & Past Performance Qualifications
4	Business Plan
5	Adoption Program and Outreach Programs
6	Low-cost veterinary clinic operations
7	Financial Benefit to the City of Fort Pierce
8	Volunteer and civic organization programs
9	Proximity to the Area. See Section II – Locality Rating Table

J. TERMINATION OF CONTRACT WITHOUT CAUSE

If for any reason the Agencies wish to terminate the operational contract, they may do so without cause with 90 days’ notice.

When in the best interest of The City of Fort Pierce,

the City of Fort Pierce reserves the right to request additional fee information and to request a “Best and Final” offer.