

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
PRICELESS PETS**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Priceless Puppy Rescue, Corp, a California Nonprofit Public Benefit Corporation (dba PRICELESS PETS) ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide animal care shelter services, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibits "A," "B" and "C" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the following documents, each of which is incorporated by reference:

- City's Request for Proposals, attached hereto as Exhibit "A"
- Revised Scope of Services, attached hereto as Exhibit "B" and
- Background & Project Summary – Scope of Work Considerations – Revised March 14, 2024 ("Consultant's Proposal"), attached hereto as Exhibit "C".

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or

his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Initially, Consultant shall be paid forty thousand dollars (\$40,000)

per month. Consultant's total compensation shall not exceed four hundred eighty thousand (\$ 480,000.00) per year. The monthly payment may only be increased pursuant to section 2.2, below.

2.2. Consumer Price Index Adjustment. Upon request, effective on each July 1 following the Effective Date, Consultant is entitled to request and obtain a price increase for the monthly payment based on the lesser of (a) 5% or (b) the changes to the Consumer Price Index, all Urban Consumers (CPI-U), for the Los Angeles–Long Beach–Anaheim statistical area based upon the changes to the CPI-U comparing the immediately preceding April (i.e., 3 months prior) against the April before that date (i.e., 1 year and 3 months prior). For Consultant's request for a price increase to be effective, the request shall reference the above referenced CPI-U index, the calculation establishing the amount of the change to the CPI-U for that period, and Consultant's revised prices based upon such CPI increase.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the time frames set forth in Consultant's Proposal, unless the parties agreed to amend such time frame in writing. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

Consultant shall continue to provide the contracted services at its current location in the City if necessary but shall expeditiously secure a new location at which all services contemplated herein shall be provided, including intake, veterinary services, sheltering, and adoption services. Consultant shall enter into a lease or contingent lease for such location within sixty (60) days of execution of this Agreement and shall prepare and submit any required conditional use permit or minor conditional use permit or other land use entitlement for such location as may be required within ninety (90) days of the effective date of this Agreement. Within ninety (90) days of securing any such required land use entitlement, or if none is required, from executing a lease for the new

location, Consultant shall complete any tenant improvements necessary to provide the services contemplated herein. The Chief of Police may provide such additional time extensions for securing land use entitlements or completion of construction for full operations at such new location as he shall deem necessary and appropriate; provided, however, that Consultant continues to meet all other requirements of this Agreement during any such extended time period.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five [5] years, ending on June 30, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or

unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Priceless Pets
15350 Fairfield Ranch Road, Suite I
Chino Hills, CA 91709
Tel: (909) 662-1440
Attn: Lisa Price

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5672
Attn: Bryan Wadkins

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without

City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the

planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be

liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced. To the extent that Exhibit "A" and "B" conflict, Exhibit "B" controls. To the extent that Exhibit "C" conflicts with Exhibit "B," Exhibit "B" controls.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Lisa Price
Signature

Date: 4/22/24

Lisa Price Executive Director
[Name and Title]

CITY OF COSTA MESA

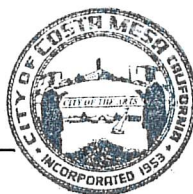
Lori Ann Farrell Harrison

Date: 5/8/2024

Lori Ann Farrell Harrison
City Manager

ATTEST:

Brenda Green 5/9/2024
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 5/7/24

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 4/25/24

APPROVED AS TO CONTENT:



Bryan Wadkins
Project Manager

Date: 4/25/24

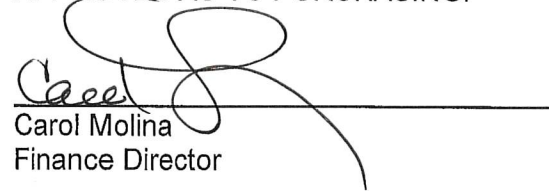
DEPARTMENTAL APPROVAL:



Ronald Lawrence
Police Chief

Date: 4/25/24

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: 4/25/24

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

23-22

FOR

Animal Care Shelter Services



Police/Parks & Community Services Department

CITY OF COSTA MESA

Released on June 8, 2023

REQUEST FOR PROPOSAL

Fabrication & Outfitting of Fire Department Mobile Command Vehicle

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for **Animal Care Shelter Services** for the Police/Parks and Community Services Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 5 years. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has

received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. Schedule of Events: This Request For Proposal shall be governed by the following schedule:

Release of RFP	June 8, 2023
Mandatory Pre-proposal Meeting	June 21, 2023 2:00PM
Deadline for Written Questions	June 26, 2023 at 5:00 p.m.
Responses to Questions Posted	June 29, 2023 by 5:00 p.m
Proposals are Due	July 6, 2023 at 10:00 a.m.
Interview (Tentative)	July 18-20
Approval of Contract (Tentative)	July/August TBD

**All dates are subject to change at the discretion of the City.

Pre-Proposal Conference: A **MANDATORY Pre-Proposal conference** will be held on **June 21, 2022 at 2:00 p.m.** in Community Room at City Hall, 77 Fair Drive, Costa Mesa, CA 92626. A Pre-Proposal conference is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

1. Must demonstrate an ability to commence shelter operations by September 1, 2023.
2. Proposals shall provide an implementation timeline or schedule that conforms with the requirements of this RFP.
3. A minimum of five years' demonstrated experience in housing and caring for dogs
4. and cats in a setting other than as a pet in the home
5. Must provide financial documents to demonstrate financial stability, and an ability to finance the required Animal Care Services as stated in Scope of Work. Proposers should provide a statement describing the method that will be used to finance the proposed operation.
6. At the time of submittal of a proposal, the proposer must have:
 1. All applicable and current California and Federal employer tax IDs;
 2. Other licenses required by the State of California or City of Costa Mesa for the services proposed.
7. The proposer, its agents and employees shall not have been convicted of any crime involving cruelty to animals.
8. The proposer shall not be "inactive," or "not in good standing" with the California State Secretary of State's Office, the Department of Revenue, or the Department of Labor & Industries

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are

similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, please provide sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.

- Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution
 7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total lump sum fee.

- ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project asks, number of hours assigned for specific personnel and their basic hourly rates.
- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** *Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00 a.m. July 6, 2023. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.*
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **June 26, 2023 at 5:00 P.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten(10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Qualifications of Key Personnel 20%**
2. **Qualifications of the Firm Experience 30%**
3. **Method of Approach 40%**
4. **Cost Proposal 10%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of July 18-20 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628 or via video conference call. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded,

should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or

employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C.**

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the via PlanetBids.com. Proposers should check this web page daily for new information.

APPENDIX A

SCOPE OF SERVICES

City of Costa Mesa – Police/Parks and Community Services Department

ANIMAL CARE SHELTER SERVICES

SCOPE OF WORK

The City is seeking a partnership to provide and operate an animal shelter facility to handle animal care sheltering and adoption services for the City of Costa Mesa. The provider will be responsible for the intake, coordination and management of animals within the City of Costa Mesa. The offer to provide an animal shelter facility and management along with operation and program services should address each section of the scope of work, specifying how the Bidder intends to meet the matter and the proposed method of services. The bidder should identify the manner to which they would accomplish the following like Animal Care Service Operations and Programs:

- Sheltering
- Medical Care (including specialty treatment)
- Adoption
- Foster Care
- Volunteer (if desired)
- Reporting
- Potential Animal Licensing

BACKGROUND

January of 2018, the City explored alternative Animal Care services to provide a more personalized approach to animal care. With an immediate need to put a new animal shelter and adoption service plan into place, City staff from the Police Department, Parks and Community Services Department, and the City Manager's Department worked together to identify possible solutions located in and around the City to care for the City's stray animals. The City developed a refined three-pronged operations process contracting their animal sheltering and animal adoption services. In response to the new system, the City created the Animal Care Services Division to directly oversee the Animal Care services contracts and to track animals from impound to adoption.

The City's specific objectives in selecting an animal care services shelter provider include the following:

1. Have an animal shelter facility to accommodate all necessary requirements as stated in this scope of work
2. Manage the shelter facility in a manner committed to ensuring that the facility is a minimal/low kill facility and all animals are getting the best care possible

3. Establish and maintain a positive working relationship with City staff and work cooperatively to ensure all city animal care services are met.

SHELTER FACILITY - The proposal should describe the proposed facility to include capacity, compatible use, staffing, ownership/lease arrangement, location, service area, etc.

1. **Shelter Facility**: The shelter facility(ies) will include all necessary buildings, structures, grounds, spaces and equipment, as well as animal shelter operations services, as may be necessary to properly receive, maintain, care for, exercise, and provide for the appropriate disposition of all domestic and non-domestic animals that come within the City of Costa Mesa limits. The shelter facility(ies) must be appropriate for the species, the number of animals receiving care and the expected length of stay in order to ensure physical and psychological well-being of the animals. The shelter facility(ies) will provide for proper separation of animals by health status, age, gender, species, temperament, and predator-prey status. The shelter facility(ies) shall have an adequate number of dog kennels and cat cages, isolation facilities for sick dogs and cats, and quarantine facilities for biters or injured animals which are not necessarily sick (specifics listed below). The shelter facility(ies) shall be maintained in a clean and sanitary condition and the Provider will not permit any condition to exist which might constitute a nuisance. The shelter facility(ies) shall be in conformance with RFP -Animal Shelter Services local zoning regulations and shall comply with all federal, state and local regulations. The shelter facility(ies) should be of sufficient size to provide for the needs of the community, with effective separation between neighbors and the facility.

The shelter facility(ies) should:

- a. Designate an area for sick and injured animals
- b. Separate cats and dogs
- c. Have noise control to muffle inside noise
- d. Have an outdoor area designated for exercise/play
- e. Not be filled beyond its designed capacity
- f. Be well maintained, to provide for the sanitary and humane care of the animals

Note: The City reserves the right to inspect any potential shelter facility(ies) before contract award.

2. **Shelter Location**: The proposed shelter shall be within ten (10) miles of the City of Costa Mesa.

3. **Kennels/Cages:** Provider shall provide an adequate number of dog kennels and cat cages, reptile areas, and separate areas for animals in quarantine and/or isolation designated for City's animals at the shelter facility(ies), which shall include, at a minimum:
 - a. 10 kennels for dogs under normal conditions
 - b. 5 kennels for dogs under quarantine
 - c. 5 kennels for dogs in isolation
 - d. 10 cages for cats under normal conditions
 - e. 10 cages for cats under quarantine and/or isolation
 - f. 2 areas for large reptile

Provider shall adhere to the guidelines relating to kennel sizes, including related amenities, that are set forth in Guidelines for Standards of Care in Animal Shelters - Second Edition December 2022 by the Association of Shelter Veterinarians, as recommended by the Humane Society of the U.S. (HSUS). Provider shall maintain the facility in accordance with the ASV Guidelines, including but not limited to the sanitation guidelines set forth therein.

<http://jsmcah.org/index.php/jasv/article/view/42/19>

Report to City when the shelter facility(ies) is at capacity.

4. **Hours of Operation:** Provide normal business hours at least six (6) days a week for twenty-four(24) hours per week. Veterinary services must be available to impounded City animals during normal business hours. In the event a veterinarian is required to perform routine or emergency medical services for any sick or injured animal delivered to the facility, the charge to the owner of said animal shall be accordance with the fee schedule set forth in provider's Proposal.
5. **After-Hour Operations:** Operate seven (7) days a week, twenty-four (24) hours a day with minimum of one caretaker onsite, providing access to City of Costa Mesa Animal Control Officers for non-emergency drop-offs and continuous care for City animals.

OPERATIONS - Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and city workers. This includes following all Federal, State, and Local rules and regulations applicable to shelter operations.

1. **Shelter Services:** Provide and operate such animal shelter and care facilities, including all necessary buildings, structures, grounds, spaces and equipment, as well as animal shelter services, as may be necessary to properly receive, maintain, care for and provide for the appropriate disposition of all domestic animals that come within the legal animal control authority and responsibility of the City. Receive and evaluate animals, feed, provide water, emergency

medical attention, health and condition evaluation, administer preventative medicine, clean kennels and cages, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia when deemed necessary, animal body storage and removal, animal exercise.

Type and brand of food may be mutually agreed upon between the Provider and the City of Costa Mesa Animal Control.

2. **Pet Management System:** All service area providers are expected to enter information into pet management system within 24 hours of each event, designated by the City, for the following:
 - a. Each change in an animal's status (breed, sex, age, weight)
 - b. Health and behavioral assessment
 - c. Incidents of bites, mishandling of animals or other non-routine activity
 - d. Service delivered

City staff shall be given access to the system for proper tracking and updates for all animals.

3.Reporting:

Provide adequate and timely reports as requested by City and as applicable per law which will include statistics on:

- Animal Intakes
- Animal Outcomes
- Animal health records
- Animal days in care

3. **Partnering:** The City is looking for one service provider for all matters of this scope; however, the Provider may choose to propose to partner with another shelter(s) or organization(s) to provide services under this scope of work. If a partnering situation is to be used, that information shall be provided in the proposal.
4. **Un-Adopted Animals:** Provider will agree to allow unadopted animals to be gifted to a bona fide animal care or rescue organization that accepts otherwise "un-adoptable" animals, if available. The proposal should specify the manner that this would be accomplished.
5. **Animal Intake:** Includes animals detained by City of Costa Mesa Animal Control, or surrendered by a member of the public when the animal originated, or was found, in the incorporated area of Costa Mesa, California. Perform immediate health and behavior assessments of each animal, and provide medical care and grooming as necessary.
6. **Standards of Medical Care:** Provide baseline veterinarian care and medical treatment for animals within financial limits that are agreed upon between Provider and City per animal.

Medical care above the agreed upon limit are the financial responsibility of the provider, unless otherwise identified in the scope of the agreement, through mutual agreement of both the provider and the city.

Provide for the administration and operation of a spay and neuter for all cats, dogs, and rabbits prior to being fostered or adopted into the community and follow guidelines provided by Guidelines for Standards of Care in Animal Shelters - Second Edition December 2022 by the Association of Shelter Veterinarians, as recommended by the Humane Society of the U.S. (HSUS).

(<http://jsmcah.org/index.php/jasv/article/view/42/19>)

In addition to the vaccinations listed in the Guidelines for Standards of Care in Animal Shelters, administer preventative medicine to treat heart worm and kennel cough.

7. **Return to Owner:** It shall be the Provider's responsibility to make every available effort to identify and promptly attempt to notify the owner of any animal taken into custody, working in conjunction with the City of Costa Mesa Animal Control when needed. Provider will provide food, water, shelter, exercise and medical care to each animal for a minimum of 6 days (not including day of impound) to give the owner an opportunity to claim the animal before transferring to the Animal Service Programs.
8. **Scanning for Microchips:** Every effort will be made to locate the owner of animals. The Shelter will be equipped with universal scanner/s in order to check for the presence of a microchip, to facilitate return of animals to owners.
9. **Owner Redemption:** Rabies vaccinations administered unless proof of current rabies inoculation is furnished at the time of release. Provider is to recommend microchipping to animal owner prior to the redemption of their pet.
10. **Website Presence:** Provider will work with the City on the City's internet website page/presence, which will be updated daily to assist in reunion of animal owners with their pets,(i.e. "Impound Page"). Provider will provide photos and details of stray animals coming directly into the Shelter facility, within a maximum of 24 hours from the time the stray animal enters the Shelter facility. Internet presence for strays is required in accordance with the requirements of sections 32001 (a) and (b) of the California Food and Agriculture Code. Provider will also include a link to the City's impounded animals page (www.costamesaca.gov/government/departments-and-divisions/police/animal-control/impounded-animals) on Provider's website.
11. **Quarantine and Isolation:** Provide medical quarantine and behavior isolation for the duration of the holding period for a minimum of 7 days (not including day of impound) or as deemed by City of Costa Mesa Animal Control, and evaluation as appropriate to protect the shelter population and the people working at or visiting the facility. Animals shall be held in accordance with the requirements of sections 31108 and 31752 of the California Food and Agriculture Code.

12. **Police Holds:** Provider shall ensure that animals with police holds, quarantines, or pets held in protective custody are in an isolated area not permitted within view or access of the public. Quarantined animals shall be separated from other animals with proper ventilation. Upon direction from City of Costa Mesa Animal Control, provider shall hold animals longer than the above stated retention period for police purposes, such as police holds, quarantine, vicious animal investigations, nuisance enforcement, or cruelty investigations.
13. **Animal Surrender:** Provide and collect an Animal Surrender Form from surrendering owner, including if the animal has a bite history.
14. **Evaluation and Humane Euthanasia:** Provide the evaluation and humane euthanasia of dangerous or diseased animals as determined and approved by a veterinarian or City of Costa Mesa Animal Control.
15. **Disposal of Animals:** The Provider will be responsible for any costs associated with the disposal of animals. Provider will comply with applicable state and federal law regarding the disposal of animal remains, and will identify the manner that this would be accomplished. Provide adequate storage of deceased animals in an area out of view from the general public.
16. **Unclaimed Deceased Animals:** Provider shall be responsible for the humane disposal of unclaimed deceased animals after holding such animals for the holding period agreed upon by City and Provider, unless the condition of an animal requires immediate disposal. City of Costa Mesa Animal Control will make reasonable efforts to locate the owners of deceased animals during such holding period. Provider shall under no circumstances sell unclaimed deceased animals for purposes of medical research or other activities which may harm them without the prior written consent of City of Costa Mesa Animal Control.
17. **Euthanasia of Animals:** The Bidder should identify the manner that would be utilized to accomplish a minimal/low kill facility. (Euthanasia policy)
18. **Adaptability:** Evaluate, and coordinate to determine each animal's suitability for fostering and/or adoption and facilitate adoptions.
19. **Animal Service Programs:** Provide and partner with City to implement animal service programs which include:
 - a. **Spay/ Neuter Program:** The City recognizes that long-term solutions to excess animal populations involve the spaying and neutering of animals. The proposal should include a methodology for the implementation of such a program and identify the cost for such, should the City elect to

participate in this option. (aka -TNR Program) In addition, the Provider shall honor spay or neuter vouchers, issued by the City and distributed to low income families in Costa Mesa.

- b. Vaccination Clinics: Participate in at least two (2) low-cost vaccination clinics hosted by City by providing low-cost vaccinations, fees mutually agreed upon by Provider and City. Provider shall receive no additional compensation from City for such participation.

20. **Controlled Substance for Animal Control**: Upon proof of certified controlled substance training by the City of Costa Mesa Animal Control personnel, Provider will provide City of Costa Mesa Animal Control with controlled substances necessary to perform field captures and euthanasia. The controlled substances will be charged to the City at the same cost paid by veterinarians.

- a. Telazol (class III drug, 100mg/ml concentrate, used primarily in dog capture)
- b. Ketamine (class III drug, 100mg/ml for cats and subhuman primates and some dog captures)
- c. Sodium Pentobarbital (class II drug, 250 ml bottle, for euthanasia only)
(Check with Animal Control if controlled substances listed are accurate)

C. Fees -Provider and City shall agree upon fees for impoundment, feeding, care, veterinarian services, and boarding of animals. Said fees shall be charged to members of the public whose animals are subject to this Agreement.

- 1. Impound/Surrender Fee: Provider shall collect impound or surrender fee(s), except criminal penalties or civil infraction penalties paid through Municipal Court, which shall be remitted to the City.

When charging subsequent impound fees, the 12-month period used to determine the fee charged for subsequent impounds shall be the 12 months subsequent to the current impoundment. Provider shall charge Costa Mesa residents redeeming animals from impound an impound fee of forty dollars (\$40) for the first impoundment, sixty dollars (\$60) for the second impoundment within a 12-month period, and ninety dollars (\$90) for the third and subsequent impoundments within a 12-month period. Non-spayed or Un-neutered Fee: Provider shall collect a mandatory non-spayed or un-neutered fee in accordance with Food and Agriculture Code sections 30804.7 and 31751.7 and City Ordinance section 8.08.02, which shall be remitted to the City.

- 2. Animal License Registration: Provider shall administer animal license registration for no licensed dogs being redeemed by owner, as required by City Ordinance section 3-106. Animal license registration fees are processed directly into the City's pet licensing portal.

Notes:

Provide vaccinations:

Cats: FVRCP (Feline viral rhinotracheitis (FHV-1), calicivirus (FCV), panleukopenia (FPV)), rabies, dewormer

Dogs: DHPP (Distemper, hepatitis, parainfluenza, and canine parvovirus) OR DA2PP (distemper, adenovirus 2, parvovirus, and parainfluenza virus) and Bordetella bronchiseptica, rabies, dewormer

Puppies & Kittens: See vaccination schedule below, plus heart worm and kennel cough vaccinations

APPENDIX B
SAMPLE
PROFESSIONAL SERVICE AGREEMENT

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Consultant’s Response to City’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the

work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without

written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____ .00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages,

compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage,

blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Fax: (714) 754-
Attn: _____

Provide courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the

opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at

its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents,

information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub-consultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern

over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this

Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
[Mayor or City Manager]

CONSULTANT

_____ Date: _____
Signature

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk of the City of Costa Mesa

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Department Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

APPENDIX C

FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal



**VENDOR APPLICATION FORM
FOR
RFP No. 23-22 Animal Care Shelter Services**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-22 Animal Care Shelter Services** at any time after **June 8, 2023**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **June 8, 2023** with a City Councilmember concerning informal **RFP No. 23-22 Animal Care Shelter Services** . A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes
___No

If yes, please indicate sole proprietor's name and the name you are doing
business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



Task	Description	Total Estimate
A.	*Fee Description*	
TOTAL		

All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld under final project documents are submitted to the City.

EXHIBIT B

CITY'S REVISED SCOPE OF SERVICES

APPENDIX A
SCOPE OF WORK
FOR
ANIMAL CARE SHELTER SERVICES

The City is seeking a partnership to provide and operate an animal shelter facility to handle animal care sheltering and adoption services for the City of Costa Mesa. The provider will be responsible for the intake, coordination and management of animals within the City of Costa Mesa. The offer to provide an animal shelter facility and management along with operation and program services should address each section of the scope of work, specifying how the Bidder intends to meet the matter and the proposed method of services. The bidder should identify the manner to which they would accomplish the following like Animal Care Service Operations and Programs:

- Sheltering
- Medical Care (including specialty treatment)
- Adoption (Discount adoption fee for CM residents that find and want to adopt stray pets.)
- Foster Care
- Volunteer (if desired)
- Reporting
- Potential Animal Licensing

Background:

January of 2018, the City explored alternative Animal Care services to provide a more personalized approach to animal care. With an immediate need to put a new animal shelter and adoption service plan into place, City staff from the Police Department, Parks and Community Services Department, and the City Manager's Department worked together to identify possible solutions located in and around the City to care for the City's stray animals. The City developed a refined three-pronged operations process contracting their animal sheltering and animal adoption services. In response to the new system, the City created the Animal Care Services Division to directly oversee the Animal Care services contracts and to track animals from impound to adoption.

The City's specific objectives in selecting an animal care services shelter provider include the following:

1. Have an animal shelter facility to accommodate all necessary requirements as stated in this scope of work.
2. Manage the shelter facility in a manner committed to ensuring that the facility is a minimal/low kill facility and all animals are getting the best care possible.
3. Establish and maintain a positive working relationship with City staff and work cooperatively to ensure all city animal care services are met.

Shelter Facility: The proposal should describe the proposed facility to include capacity, compatible use, staffing, ownership/lease arrangement, location, service area, etc.

The shelter facility(ies) will include all necessary buildings, structures, grounds, spaces and equipment, as well as animal shelter operations services, as may be necessary to properly

receive, maintain, care for, exercise, and provide for the appropriate disposition of all domestic and non-domestic animals that come within the City of Costa Mesa limits.

The shelter facility(ies) must be appropriate for the species, the number of animals receiving care and the expected length of stay in order to ensure physical and psychological well-being of the animals. The shelter facility(ies) will provide for proper separation of animals by health status, age, gender, species, temperament, and predator-prey status.

The shelter facility(ies) shall have an adequate number of dog kennels and cat cages, isolation facilities for sick dogs and cats, and quarantine facilities for biters or injured animals which are not necessarily sick (specifics listed below).

The shelter facility(ies) shall be maintained in a clean and sanitary condition and the Provider will **not** permit any condition to exist which might constitute a nuisance.

The shelter facility(ies) shall be in conformance with RFP -Animal Shelter Services local zoning regulations and shall comply with all federal, state and local regulations. The shelter facility(ies) should be of sufficient size to provide for the needs of the community, with effective separation between neighbors and the facility.

The shelter facility should include the following:

- Designate an area for sick and injured animals
- Separate cats and dogs
- Have noise control to muffle inside noise
- Have an outdoor area designated for exercise/play
- Not be filled beyond its designed capacity
- Be well maintained, to provide for the sanitary and humane care of the animals
- Addition of cameras, alarm and fire sprinklers, if applicable.

Location: The proposed shelter shall be within ten (10) miles of the City of Costa Mesa.

Kennels/Cages: Provider shall provide an adequate number of dog kennels and cat cages, reptile areas, and separate areas for animals in quarantine and/or isolation designated for City's animals at the shelter facility(ies), in fixed kennels and cages, which shall include, at a minimum:

- 10 kennels for dogs under normal conditions
- 5 kennels for dogs under quarantine
- 5 kennels for dogs in isolation
- 15 cages for cats under normal conditions
- 5 cages for cats under quarantine and/or isolation
- 2 areas for large reptile (Must be able to hold Boas & pythons. Must have heating lamps for temperature control)

Provider shall adhere to the guidelines relating to kennel sizes, including related amenities, that are set forth in Guidelines for Standards of Care in Animal Shelters - Second Edition December 2022 by the Association of Shelter Veterinarians, as recommended by the Humane Society of the U.S. (HSUS). Provider shall maintain the facility in accordance with the ASV Guidelines,

including but not limited to the sanitation guidelines set forth therein.
(<http://ismcah.org/index.php/jasv/article/view/42/19>)

Make it a requirement for shelter staff to read, acknowledge, and understand the provided ASV Guidelines. Provider must provide proof that shelter staff have completely reviews the guidelines with signature confirmation.

Provider must own a copy of the most recent **California Animal Law Handbook** to use to reference animal laws. <https://www.calanimals.org/publications>

Hours of Operation: Provide normal business hours at least six (6) days a week for twenty-four(24) hours per week. Veterinary services must be available to impounded City animals during normal business hours. In the event a veterinarian is required to perform routine or emergency medical services for any sick or injured animal delivered to the facility, the charge to the owner of said animal shall be accordance with the fee schedule set forth in provider's Proposal.

After-Hour Operations: Operate seven (7) days a week, twenty-four (24) hours a day with minimum of one caretaker onsite, providing access to City of Costa Mesa Animal Control Officers for non-emergency drop-offs and continuous care for City animals.

Acceptance of Animals: Provider shall accept dogs, cats, and small animals, including reptiles (small and large), birds, goats, pigs, or other small animals brought to the facility by the City's Animal Control Officers, including live stray domestic animals, deceased animals for disposal, and owner-released for adoption or euthanasia. Provider shall accept such animals brought to the facility by City Residents.

Open Shelter Policy: Provider shall maintain an "open shelter policy" and accept all dogs and cats brought in by City residents and/or found within City limits. Such policy prevents City residents and/or animals from being denied and alternately placed in the care of the orange County Animal Care (OCAC). The open shelter policy does not apply to non-City residents or animals found outside City limits.

Report to City when the shelter facility(ies) is at capacity.

Operations: Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and city workers. This includes following all Federal, State, and Local rules and regulations applicable to shelter operations.

Shelter Services: Provide and operate such animal shelter and care facilities, including all necessary buildings, structures, grounds, spaces and equipment, as well as animal shelter services, as may be necessary to properly receive, maintain, care for and provide for the appropriate disposition of all domestic animals that come within the legal animal control authority and responsibility of the City.

Receive and evaluate animals, feed, provide water, emergency medical attention, health and condition evaluation, administer preventative medicine, clean kennels and cages, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia when deemed necessary, animal body storage and removal, animal exercise.

Type and brand of food may be mutually agreed upon between the Provider and the City of Costa Mesa Animal Control.

Pet Management System: All service area providers are expected to enter information into pet management system within 24 hours of each event, designated by the City, for the following:

- Each change in an animal's status (breed, sex, age, weight)
- Health and behavioral assessment
- Incidents of bites, mishandling of animals or other non-routine activity
- Service delivered
- Date of impound must be listed as well as date available for stray animals.

City staff shall be given access to the system for proper tracking and updates for all animals.

Reporting: Provide adequate and timely reports as requested by City and as applicable per law which will include statistics on:

- Animal Intakes
- Animal Outcomes (Provider will provide updates for all animals with a bite history until they reach their final disposition. i.e. adoption, foster care, euthanasia)
- Animal health records
- Animal days in care

Partnering: The City is looking for one service provider for all matters of this scope; however, the Provider may choose to propose to partner with another shelter(s) or organization(s) to provide services under this scope of work. If a partnering situation is to be used, that information shall be provided in the proposal.

Un-Adopted Animals: Provider will agree to allow unadopted animals to be gifted to a bona fide animal care or rescue organization that accepts otherwise "un-adoptable" animals, if available. The proposal should specify the manner that this would be accomplished. City staff must be notified if this action is taken prior to the animals transfer from its shelter hold.

Animal Care: Provider shall provide the proper care and protection of all animals in the providers custody. Adequate food and housing shall be provided and the facility shall not be overpopulated. Provider shall maintain sanitary conditions for all animals at all times and provide adequate storage or deceased animals out of view from the public.

- **Food and Water:** Provider shall provide adequate food and water, at the provider's expense, to all City animals in the provider's custody. Type and brand of food may be mutually agreed upon between the provider and the City's Animal Control Officers.
- **Litters and beddings:** Provider will provide litter and bedding pertaining to animal species (i.e., Cats; Litter, Rodents; bedding (wood or paper).
- **Veterinary Services:** Veterinary services must be available to impounded City animals during normal business hours. In the event a veterinarian is required to perform routine or emergency medical services for any sick or injured animal.
- **Vaccinations:** Cats: FVRCP (Feline viral rhinotracheitis (FHV-1), calicivirus (FCV), panleukopenia (FPV)), rabies, dewormer. Dogs: DHPP (Distemper, hepatitis, parainfluenza, and canine parvovirus) OR DA2PP (distemper, adenovirus 2, parvovirus,

and parainfluenza virus) and Bordetella bronchiseptica, rabies, dewormer. Puppies & Kittens: See vaccination schedule below, plus heart worm and kennel cough vaccination.

Animal Intake: Includes animals detained by City of Costa Mesa Animal Control, or surrendered by a member of the public when the animal originated, or was found, in the incorporated area of Costa Mesa, California. Perform immediate health and behavior assessments of each-animal, and-provide medical care and grooming as necessary.

Upon intake, the provider shall provide a general physical exam, immediate general care, if needed, and a behavior assessment of each animals within 24-hours of impound. All information shall be recorded and tracked on the providers pet management system. This shall include rabies certification, medical & vaccine history. General care shall include medical grooming, as necessary, and vaccinations for dogs and cats with no owner information or prior vaccination history available that are deemed by the provider healthy to receive the vaccinations. Upon request from the City, the Provider shall also vaccinate animals that are over the age of 1-year old that the City anticipates being held at the facility for an extended period. Vaccinations of such animals shall include rabies vaccinations upon owner redemption or adoption.

Holding Requirements: Animal shall be held in accordance with the requirements of section 31108 and 31752 of the California Food and Agriculture Code, unless otherwise requested by the City's Animal Control Officers. Notwithstanding Sections 31108 and 31752, the holding period for all animals, whether impounded or relinquished by their owners, shall be seven (7) days. At the completion of the seven-day hold period, provider shall perform sterilization procedures on unaltered animals that require sterilization (i.e. dogs, cats, and rabbits), unless an animal is unable to withstand anesthesia due to medical reasons, advanced age, or is deemed too young by the provider.

The provider shall hold animals that require sterilization procedures for an additional three (3) days from the date the animal received sterilization procedure, or until such time as the animal recovers from the sterilization procedure, at no cost to the City. Provider shall provide a certificate of sterility for all animals that are altered by the provider and for all animals the providers veterinarian determines to have been previously altered. Proof of sterility shall be uploaded and saved on the providers pet management system. Upon completion of the holding period and prior to an animal being transferred for adoption, the provider shall implant each impounded animal that does not have a microchip with a microchip and registered, or re-register, each animal to the City of Costa Mesa.

Notwithstanding the forgoing, animals that require twenty-four (24) hour care such as foster care or medical foster care, may be transferred immediately to the custody of the City's adoption provider. Provider shall provide to the City within twenty-four (24) hours of any such transfer a record of the transfer, which shall include the transfer date, impound number, and a description of the animal. "Days" as used in this section means days that the shelter is open to the public. This information shall be submitted on the pet management system the provider has implemented.

The provider shall ensure that animals with police holds, quarantines, or pets held in protective custody are in an isolated area not permitted within view or access of the public. Quarantined animals shall be separated from other animals with proper ventilation. Quarantined animals shall have a designated caretaker if not a shelter employee. Quarantined/police hold animals

shall not be removed from the City of Costa Mesa without approval from the City's Animal Control Officers.

Upon direction from the City's Animal Control officers, the provider shall hold animals longer than the above stated retention period for police purposes, such as police holds, quarantines, vicious animal investigations, nuisance enforcement, or cruelty investigations.

Euthanasia: At the request of the City's Animal Control Personnel with concurrence from the treating veterinarian, or at the sole discretion of the shelter veterinarian, the provider shall arrange or provide for the humane euthanasia and disposal of animals that have been declared vicious, terminally ill, or contagious. This shall be accomplished in a manner approved by the Federal and State regulations, which shall not subject animals to any unnecessary pain.

No impounded animal shall be euthanized or otherwise disposed of without notice to the owner, if such person is known. Provider shall make all reasonable attempts to reunite animals with their owner before euthanasia or adoption, to include accessing current licensing records, using tag contact information (provided tags worn by the animal), and scanning all animals to detect implanted microchips. Euthanasia should include wildlife.

Sterilization Procedures: The provider shall perform sterilization procedures on cats once they are eight (8) weeks old and weigh at least two (2) pounds, and on dogs once they are at least four (4) months old. If an animal is transferred out to the City's adoption service provider prior to receiving sterilization procedures due to the animal's age, and/or weight, the provider shall perform the sterilization procedures on such animals at no additional cost to the City, unless the animal can not withstand receiving a sterilization procedure, documentation must be provided stating the reason the animal cannot be sterilized. Documents are to be saved on the providers pet management system for record keeping.

Provider shall use dissolvable sutures to close incisions, unless provider determines that staples or standard sutures are necessary. If the provider determines that staples or standard sutures are necessary, and utilizes such staples or sutures, Contractor shall permit adopters to return the animal to the providers clinic for removal of the staples or sutures at no cost to the City or adoptee.

Standards of Medical Care: Provide baseline veterinarian care and necessary medical treatment for animals within financial limits that are agreed upon between Provider and City per animal. Medical care above the agreed upon limit are the financial responsibility of the provider, unless otherwise identified in the scope of the agreement, through mutual agreement of both the provider and the city.

Provide for the administration and operation of a spay and neuter for all cats, dogs, and rabbits prior to being fostered or adopted into the community and follow guidelines provided by Guidelines for Standards of Care in Animal Shelters - Second Edition December 2022 by the Association of Shelter Veterinarians, as recommended by the Humane Society of the U.S. (HSUS). (<http://ismcah.org/index.php/jasv/article/view/42/19>)

In addition to the vaccinations listed in the Guidelines for Standards of Care in Animal Shelters, administer preventative medicine to treat heart worm and kennel cough.

Return to Owner: It shall be the Provider's responsibility to make every available effort to identify and promptly attempt to notify the owner of any animal taken into custody, working in

conjunction with the City of Costa Mesa Animal Control when needed. Provider will provide food, water, shelter, exercise and medical care to each animal for a minimum of 6 days (not including day of impound) to give the owner an opportunity to claim the animal before transferring to the Animal Service Programs for adoption.

Scanning for Microchips: Every effort will be made to locate the owner of animals. The Shelter will be equipped with universal scanner/s in order to check for the presence of a microchip, to facilitate return of animals to owners.

Owner Redemption: Rabies vaccinations administered unless proof of current rabies inoculation is furnished at the time of release. Provider is to recommend microchipping to animal owner prior to the redemption of their pet. One time hardship waiver can be used.

Website Presence: The provider will work with the City on the City's internet website page/presence, which will be updated daily to assist in reunion of animal owners with their pets, (i.e. "Impound Page"). Provider will provide photos and details of stray animals coming directly into the Shelter facility, within a maximum of 24 hours from the time the stray animal enters the Shelter facility. Internet presence for strays is required in accordance with the requirements of sections 32001 (a) and (b) of the California Food and Agriculture Code. Provider will also include a link to the City's impounded animals page (www.costamesaca.gov/government/departments-and-divisions/police/animal-control/impounded-animals) on Provider's website. Provider must show date of impound on site, per animal.

Quarantine and Isolation: Provide medical quarantine and behavior isolation for the duration of the holding period for a minimum of 7 days (not including day of impound) or as deemed by City of Costa Mesa Animal Control, and evaluation as appropriate to protect the-shelter population-and the people working at or visiting the facility. Animals shall be held in accordance with the requirements of sections 31108 and 31752 of the California Food and Agriculture Code. Shelter staff is not authorized to release a quarantine/isolated animal from the animals shelter hold. The hold release must be completed by the City's Animal Control Officers or the providers shelter doctor with communication with the City's Animal Control Officers prior to its release.

Police Holds: The provider shall ensure that animals with police holds, quarantines, or pets held in protective custody are in an isolated area not permitted within view or access of the public. Quarantined animals shall be separated from other animals with proper ventilation. Upon direction from City of Costa Mesa Animal Control, provider shall hold animals longer than the above stated retention period for police purposes, such as police holds, quarantine, vicious animal investigations, nuisance enforcement, or cruelty investigations.

Animal Surrender: Provide and collect an Animal Surrender Form from surrendering owner, including if the animal has a bite history.

Evaluation and Humane Euthanasia: Provide the evaluation and humane euthanasia of dangerous or diseased animals as determined and approved by a veterinarian or City of Costa Mesa Animal Control.

Disposal of Animals: The Provider will be responsible for any costs associated with the disposal of animals. Provider will comply with applicable state and federal law regarding the

disposal of animal remains, and will identify the manner that this would be accomplished. Provide adequate storage of deceased animals in an area out of view from the general public.

Unclaimed Deceased Animals: Provider shall be responsible for the humane disposal of unclaimed deceased animals after holding such animals for the holding period agreed upon by City and Provider, unless the condition of an animal requires immediate disposal. City of Costa Mesa Animal Control will make reasonable efforts to locate the owners of deceased animals during such holding period. Provider shall under no circumstances sell unclaimed deceased animals for purposes of medical research or other activities which may harm them without the prior written consent of City of Costa Mesa Animal Control.

Euthanasia of Animals: The provider should identify the manner that would be utilized to accomplish a minimal/low kill facility. (Euthanasia policy)

Animal Cruelty Investigations: Provider shall provide support in animal cruelty investigations by performing examinations, necropsies, report, or other procedures necessary to the case. The provider will provide requested invoices upon request in a timely manner.

Adoptability: Evaluate, and coordinate to determine each animal's suitability for fostering and/or adoption and facilitate adoptions.

Adaptability: Evaluate, and coordinate to determine each animal's suitability for fostering and/or adoption and facilitate adoptions.

Animal Service Programs: Provide and partner with City to implement animal service programs which include:

- **Spay/ Neuter Program:** The City recognizes that long-term solutions to excess animal populations involve the spaying and neutering of animals. The proposal should include a methodology for the implementation of such a program and identify the cost for such, should the City elect to participate in this option. (aka -TNR Program) In addition, the Provider shall honor spay or neuter vouchers, issued by the City and distributed to low income families in Costa Mesa.
- **Vaccination Clinics:** Participate in at least two (2) low-cost vaccination clinics hosted by City by providing low-cost vaccinations, fees mutually agreed upon by Provider and City. Provider shall receive no additional compensation from City for such participation.

Controlled Substance for Animal Control: Upon proof of certified controlled substance training by the City of Costa Mesa Animal Control personnel, Provider will provide City of Costa Mesa Animal Control with controlled substances necessary to perform field captures and euthanasia. The controlled substances will be charged to the City at the same cost paid by veterinarians.

- Telazol (class III drug, 100mg/ml concentrate, used primarily in dog capture)
- Ketamine (class III drug, 100mg/ml for cats and subhuman primates and some dog captures)
- Sodium Pentobarbital (class II drug, 250 ml bottle, for euthanasia only)
- Other drugs as necessary.

Fees: Provider and City shall agree upon fees for impoundment, feeding, care, veterinarian services, and disposition of animals. Said fees shall be charged to members of the public whose animals are subject to this Agreement.

- Impound/Surrender Fee: Provider shall collect impound or surrender fee(s), except criminal penalties or civil infraction penalties paid through Municipal Court, which shall be remitted to the City.
- Contractor shall be responsible for collecting all fees due to the City.
- State mandated spay/neuter fines
- Contractor shall collect a mandatory non-spayed or un-neutered fee in accordance with Food and Agriculture Code sections 30804.7 and 31751.7, which shall be remitted to the City. The Contractor shall honor spay or neuter vouchers, issued by the City and distributed to low income families.
- Subsequent impound fees
- Boarding and feeding fees for owner claimed animals issuing receipts for payment, and remitting monies due to the City directly to the City's Animal Control staff prior to releasing the animals. Collected fees shall be remitted to the City within 10 working days following the end of the prior month.

When charging subsequent impound fees, the 12-month period used to determine the fee charged for subsequent impounds shall be the 12 months subsequent to the current impoundment. Provider shall charge Costa Mesa residents redeeming animals from impound an impound fee of forty dollars (\$40) for the first impoundment, sixty dollars (\$60) for the second impoundment within a 12-month period, and ninety dollars (\$90) for the third and subsequent impoundments within a 12-month period. Non- spayed or Un-neutered Fee: Provider shall collect a mandatory non-spayed or un- neutered fee in accordance with Food and Agriculture Code sections 30804.7 and 31751.7 and City Ordinance section 8.08.02, which shall be remitted to the City. Animal Control Officers shall have discretion to waive any/all impound/boarding fees.

Animal License Registration: Provider shall administer animal license registration for no licensed dogs being redeemed by owner, as required by City Ordinance section 3-106. Animal license registration fees are processed directly into the City's pet licensing portal.

Monthly Reports: The provider shall keep comprehensive records and submit regular monthly reports to the City's Animal Control Unit. Reports shall, at a minimum, include the number of impounds, disposition of each animal, and any fees collected that are payable to the City of Costa Mesa. The City may also require additional information, which includes, but is not limited to the following, as applicable:

- Description of the animals, including breed, color, gender, size, behavioral description.
- Who brought the animal in, the date the animal was brought in, and where and how the animal was obtained.
- Animals owner information (if known).
- duration of stay.
- If transfer was delayed due to illness or change in behavior.
- When the animal was redeemed or who adopted the animal. Provide name and address of new owner.

- When an animal was euthanized and the reason for euthanasia.
- Disposition of all complaints regarding animal(s).
- All dangerous and potentially dangerous animals and dog bite incidents.
- Fees collected.
- Records of licenses sold with name and address.

Access and Community Involvement by the Provider:

- Post shelter hours, phone number, and shelter impound/owner surrender fees on the exterior of the shelter facility and on the contractor's website.
- Provider will participate in at least two (2) low-cost vaccination clinics by providing low-cost vaccinations. Provider shall receive no additional compensation from the City for such participation.
- Provider shall provide spay/neuter voucher application forms to Costa Mesa residents in need of financial assistance with spaying and neutering their dog and/or cat. Or provide two (2) spay/neuter clinics per year with a minimum of 20-30 pets. Provider will accept low-income Costa Mesa residents first and will promote the clinic at least two (2) weeks prior to the clinic to allow sufficient promotion time.
- If provider facilitates the adoption of a dog by a City resident, provider shall administer the dog license for the dog via the City's online licensing system.
- Provider will recommend microchipping to animal owners that are redeeming their pets from the City shelter.

EXHIBIT C

CONSULTANT'S PROPOSAL

**"Background & Project Summary – Scope of Work Considerations – Revised March 14,
2024"**

CONSULTANT'S PROPOSAL

BACKGROUND & PROJECT SUMMARY MARCH 20, 2024

Saving one by one until



there are none™

February 5, 2024

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Re: Response to revised RFP No. 23-22 for Animal Care Shelter Services

Please accept this packet as our formal response to the RFP for Animal Care Shelter Services. We are pleased to have the opportunity to submit our response for your consideration. All material contained in this proposal shall be valid for a period of 180 days.

The key elements and assumptions of this proposal incorporate the objectives and services that are outlined in the RFP. Priceless Puppy Rescue Corp, herein referred to as Provider, is a qualified 501(c)3 non-profit wishing to assume the responsibilities of Animal Care, Sheltering and Adoption Services for the City of Costa Mesa. We feel we are uniquely qualified to provide the City of Costa Mesa with the high standards of care they are requesting, while at the same time achieving the City's goal of placing 100% of adoptable animals into homes.

Some key highlights to demonstrate proposer's experience around Animal Adoption Services are:

- Founded in 2007 as a home-based rescue, we have grown significantly to now operate four adoption centers based in three different Southern California counties – Orange County, Los Angeles County and San Bernardino County.
- In late 2015, partnered with the City of Chino Hills to provide Adoption Services for the city's adoptable dogs once the shelter hold was over.
- In early 2018, we contracted with the City of Costa Mesa to be their exclusive animal Adoption Service partner whereby 100% of their adoptable animals taken in by their contracted shelter are transferred to our organization for adoption.
- In 2018, partnered with the City of Whittier to provide emergency evacuation facilities for the residents of Whittier.
- In March 2019, we opened a full-service Veterinary Clinic to in-source the veterinary care of the animals in our care while also providing low-cost veterinary services to our adopters and the community at large.
- In 2022, partnered with the City of Industry to operate and manage an adoption center for Animal Care, Sheltering & Adoption Services.

15350 Fairfield Ranch Road, Suite I | Chino Hills, CA | 91709 | 909-662-1440
www.pricelesspetrescue.org

- Our 2022 adoption numbers are 3,638 adoptions - dogs, cats, rabbits, reptiles, birds, and other small animals.

The proposer has extensive knowledge in the field of Animal Care, Sheltering and Adoption Services and has developed this proposal to exceed the expectations outlined by the City of Costa Mesa including but not limited to,

- Provide adequate staffing levels to cover current hours of operation.
- Provide proper care and handling of the animals while in the custody of the Proposer.
- Provide all required reports and record keeping as outlined by the city in the RFP.
- Ensure all laws, whether State, County or City, are being followed and enforced.
- Provide excellent customer service not only to the residents of Costa Mesa but to all visitors to the shelter.
- Manage and grow the volunteer workforce. Our emphasis on community involvement is one of the cornerstones of our organization.
- Manage and grow the foster care program. We are experts in this area! A strong foster program is critical to save the most fragile lives in the shelter system – the young, the sick but treatable, and those animals that need a chance to decompress. We strongly believe that fostering saves lives!
- Provide additional community services above and beyond those outlined in the RFP, including but not limited:
 - to animal welfare training in the classrooms,
 - design of community educational programs at the shelter to include animal therapy and responsible pet ownership,
 - participate in appropriate community events,
 - work with the school district to provide adult transition programs, etc.
- Maintain the facility in superior condition to provide an optimal shelter experience for both the public and for the animals under care.
- Provide ongoing education and development of Proposer's employees.
- Achieve the city's goal of 100% adoption rate for Costa Mesa's adoptable stray animals.
- Emphasis on offering low cost spay / neuter and vaccine clinics to Costa Mesa residents and surrounding areas.
- Implementation of a cat TNR (Trap-Neuter-Release) program to reduce and control the Feral cat population.

In this response packet, we plan to provide you with all the elements requested in the RFP document. We feel that we have approached this RFP using a progressive approach to Animal Care, Sheltering and Adoption Services that provides the highest quality of service and care to the Costa Mesa residents and animals.

We have identified a location in the heart of the city limits of Costa Mesa that will provide stand-alone services for the Animal Sheltering portion of this contract. At this location, we will partner with Costa Mesa Animal Control and Costa Mesa residents to handle all intake of stray animals and owner surrender requests. A veterinary suite will be set up at this location to service the health needs of all animals that are processed through the shelter. In addition, a

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dedicated veterinary staff will be available to offer low-cost spay/neuter for the residents of Costa Mesa as well as general low-cost veterinary care. All healthy, adoptable animals that enter this shelter location will be fully vetted including spay/neuter before transferring over to our adoption center located at 1536 Newport Blvd, Costa Mesa once their hold period is over to fulfill the Adoption Services portion of the contract.

Our technology platform is state of the art in the Animal Sheltering and Adoption Services space. We utilize cloud-based software called Shelter-Luv which is updated in real-time with all information related to each animal in our care. Documents are also uploaded and stored within this software to allow for easy retrieval. This software provides many canned reports in addition to customizable reporting. The Costa Mesa Animal Control staff will be granted access to this software to allow them to query data for each animal currently or previously in our care. Costa Mesa Animal Control can run microchip lookups to offer "Field Return to Owner" services should they so choose.

This response to the City of Costa Mesa Animal Care Shelter Services RFP is submitted as a total solution for the City's Animal Sheltering, Animal Welfare, and Adoption Services needs. The Proposer is not open to a bifurcation of the services nor a bifurcation of the contract.

In conclusion, we feel uniquely qualified to offer the high-quality of service for all the Animal Sheltering, Animal Welfare, and Adoption Services needs of the City of Costa Mesa. Our organization has been passionate about this area for over 15 years and has the experience required to run a successful operation and meet the goals of the City of Costa Mesa. Thank you for your consideration and if you should have any additional questions about this packet, please feel free to contact Lisa Price at 909-631-8230.

Sincerely,

Lisa Price
Co-founder and Executive Director

BACKGROUND & PROJECT SUMMARY

Scope of Work Considerations

Revised March 20, 2024

The Provider has over 15 years of experience in the Animal Welfare, Care & Adoption field. In addition, Provider has been providing Animal Adoption Services to the City of Costa Mesa since early 2018. We believe consolidating to one provider for both Animal Sheltering and Animal Adoption Services will improve the overall efficiency of the goals of the City of Costa Mesa.

This response to the RFP includes the following conditions:

- **The RFP response has been prepared as a total solution to the City of Costa Mesa Animal Care Shelter Services and is not subject to bifurcation.**
- **This RFP response is contingent upon a 5-year contract term that includes an annual rate escalator as published by the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA CPI Index.**

Based on the Provider's experience level in this field, we anticipate a smooth implementation of the items outlined in the RFP including but not limited to:

- **Shelter Facility & Location** – Provider has identified a stand-alone facility in the heart of Costa Mesa and 3 miles from City Hall. This property is located at 1520 Ponderosa Street, Costa Mesa, California. This location will be built out to include intake area, isolation area, quarantine area, fully staffed veterinary suite and will be open to the public to redeem their lost/stray animals. These key points will be addressed in the design of the space to meet the RFP requirements.
 - Facilities for healthy animals on stray hold, separated by species i.e., dogs & cats, for the public to come view and search for their lost/stray animal.
 - The facility will have noise control to muffle inside noise.
 - The facility will have an outdoor area designated for exercise/play.
 - Separate facilities, with separate ventilation systems, will be provided for sick dogs and cats needing isolation for a minimum of 7 days (not including the day of impound).
 - Separate facilities for behavioral dogs and cats needing quarantine for a minimum of 7 days (not including the day of impound).
 - Animals in police hold shall be placed in an isolated area not permitted within view or access of the public. Animals on police hold may have longer retention periods as determined by Animal Control.
 - Facilities shall not be filled beyond capacity; city staff will be notified immediately should the capacity limits be reached. If needed, the Provider may be able to assist in providing temporary overflow at one of its other locations if mutually agreed upon. Provider operates an intake center in Chino Hills that is capable of handling up to 50 animals at any time. These animals are out of public view and separate from the adoptable animals.

- The facility will be maintained in a clean and sanitary condition.
 - Facility shall comply with all local zoning regulations as well as comply with federal, state and regulations.
- **Kennels/Cages** - Facility kennels and cages will adhere to guidelines set forth in the Guidelines for Standards of Care in Animals Shelters – Second Edition December 2022 published by the Association of Shelter Veterinarians and as recommended by The Humane Society of the United States. The Provider will also own a copy of the most recent California Animal Law Handbook.
 - Facilities will provide the minimum number of kennels and cages as listed in the RFP for dogs, cats, other small animals, and reptiles.
 - Small animals such as goat and pigs may be transferred to an offsite farm setting if needed for proper care of the animals.
 - **Hours of Operations** – The goal of the Provider would be to provide hours of operation that exceed the minimum requirement outlined in the RFP and be open to the public for extended hours to allow for return to owner activity, owner surrender activity, and general intake from Animal Control. In addition, the facility would include a full-service veterinary practice open to the public as well as providing services to shelter animals as needed. After-hours operations would also be available to maintain a 24/7 operation.
 - Staffed 24/7 with trained personnel with access at any time to City of Costa Mesa Animal Control Officers.
 - Extend the hours open to the public beyond 6 days a week, for more than 24 hours per week.
 - Full-time veterinary services will be available not only to the shelter animals but also to the public as availability permits.
 - **Operations of Shelter Services** – Provider shall maintain an “open shelter policy” and accept all dogs and cats brought in by City residents and/or found within City limits. Such policy prevents City residents and/or animals from being denied and alternately placed in the care of the Orange County Animal Care (OCAC). The open shelter does not apply to non-City residents or animals found outside of the City limits.

The Provider would adopt standard operating procedures to ensure seamless operations across all shelter personnel and to promote standards for the health and safety of all animals, staff, volunteers, the public and city workers. The Provider would ensure that all domestic animals that fall into the legal control of the City be cared for in a manner consistent with the high standards of modern sheltering practices and promote good relations with the public.

Other key elements of the operations as outlined in the RFP are listed below.

- Available for inspection by city staff at any time.

- Provide initial health evaluation of each animal upon intake, provide emergency medical attention as required, and administer all intake vaccines protocols.
 - Provide clean, sanitary space as well as food and water. Type and brand of food may be mutually agreed upon between the Provider and the City of Costa Mesa Animals Control.
 - Provide animal exercise.
 - Provide initial behavioral assessment to identify any safety concerns for staff, volunteers, the public and city workers and protect them from injury.
 - Provide proper disinfection of each animal space between use.
 - Provide grooming, flea, and tick control as per intake protocols.
 - Provide euthanasia when deemed necessary as well as animal body removal and storage. In addition, assist in maintaining a DOA log for public review to identify their lost/stray pets that may be deceased.
 - Collect all fees mandated by the city for registration, surrender, impoundment, feeding, care, veterinary services, and boarding as agreed upon by the City and Provider. As per the RFP, it is understood that fees collected for impoundment, surrender, and registration will be remitted to the City.
- **Shelter Management System and Reporting** – The provider uses a shelter/rescue software database called Shelter Luv. All animals received by the Provider will be entered into this database immediately but no later than 24 hours after initial intake. Shelter Luv can track all required information that is outlined in the RFP. City staff will be granted access to the system for tracking and view updates on all the animals. Shelter Luv has robust reporting capabilities, including the ability to create custom reports. All reports listed in the RFP are available to the City upon request, in addition the City staff will be able to run their own reports as needed.
 - **Behavioral Quarantine** – Provider will work in conjunction with city staff to document and report any behavioral issues that puts the public at risk. All precautions will be used to protect the public. The Proposal uses a Red/Yellow/Green sticker system to determine which animals can be handled by which level of staff/volunteer. A red sticker animal is handled by “management only”. A yellow sticker animal is handled by experienced staff / volunteers. Green sticker animals can interact with all levels. If an animal becomes a risk to the public, the Euthanasia policy will be referenced.
 - **Standards of Medical Care** – Provider has extensive experience with shelter medicine and has an existing staff of 7 licensed veterinarians and 7 veterinarian technicians. The Provider understands that City’s expectation for standard medical care meets the baseline requirements and stays within the financial limits agreed upon between the Provider and City per animal. Any medical care above this baseline limit will need to be mutually agreed upon. The following table summarizes the standard medical care for dogs and cats entering the shelter.

Standard Medical Care	Starting Age	Juvenile Dog (< 20 weeks)	Adult Dog (> 20 weeks)	Juvenile Cat (< 20 weeks)	Adult Cat (> 20 weeks)
Intake	n/a	Initial Health Assessment	Initial Health Assessment	Initial Health Assessment	Initial Health Assessment
Initial Vaccine – MLV DAPPV	4 weeks	Intake, every 2 weeks	Intake, booster in 2-4 weeks	n/a	n/a
Initial Vaccine – MLV Bord/PI	3 weeks	Once at intake	Once at intake	n/a	n/a
Initial Vaccine – MLV FVRCP	4 weeks	n/a	n/a	Intake, every 2 weeks	Intake, booster in 2-4 weeks
Rabies	12 weeks	Once	Once	n/a	n/a
Parasite Prevention – Roundworm/Hookworm	2 weeks	Intake	Intake	Intake	Intake
4DX Test (Heartworm, Lyme, Ehrlichia, Anaplasma)	n/a	Intake	Intake	n/a	n/a
FELV/FIV testing	n/a	n/a	n/a	If symptoms present	If symptoms present
Coccidia treatment	n/a	As needed	As needed	As needed	As needed
Heartworm treatment	n/a	As needed	As needed	n/a	n/a
Kennel Cough treatment	n/a	As needed	As needed	n/a	n/a
Microchip	n/a	Prior to transfer to Adoption Center	Prior to transfer to Adoption Center	Prior to transfer to Adoption Center	Prior to transfer to Adoption Center
Spay/Neuter	See note	Prior to transfer to Adoption Center	Prior to transfer to Adoption Center	Prior to transfer to Adoption Center	Prior to transfer to Adoption Center
Anti-biotics for infectious diseases	n/a	As needed	As needed	As needed	As needed
Emergency Medical Care	n/a	As needed	As needed	As needed	As needed
Pain Management	n/a	As needed	As needed	As needed	As needed
Euthanasia	n/a	As needed	As needed	As needed	As needed
Daily Health Monitoring	n/a	Every 24 hours	Every 24 hours	Every 24 hours	Every 24 hours

As outlined in the Guidelines for Standards of Care in Animal Shelters – Second Edition December 2022 by the Association of Shelter Veterinarians

- Pregnant, nursing, neonate puppies & kittens will be immediately referred out to foster after the initial intake exam to limit their time in the shelter environment. All medical services will be performed prior to them returning to the shelter or being transferred to adoption centers.
 - The Provider will provide humane euthanasia for dangerous or diseased animals as determined and approved by a veterinarian or City of Costa Mesa Animal Control.
 - The Provider will ensure that all adopted animals are spayed and neutered prior to leaving the facility based on age, weight, and health condition. For example, if a veterinary doctor has deemed that the surgery would be too risky for the animal (i.e., serious heart murmur).
 - Provide the City's Animal Control personnel with the necessary controlled substances to perform field captures and euthanasia at our cost on a monthly invoice prepared by Provider.
 - See attached Emergency Vet Service Fee Schedule in Appendix A for the charges to the owner should any medical services be needed for sick or injured animals received at the Shelter.
- **Euthanasia Policy** - Any animal who is deemed to be suffering and unable to be treated shall be humanely euthanized. Any animal who is deemed too aggressive and unsafe to the public based on a full evaluation by behaviorist or those which have multiple aggression bite history shall be humanely euthanized. Euthanasia shall be performed in the following manner: 1 ml of pentobarbital per 10lbs administered intravenously, intrathoracic, intraperitoneal. Asystole confirmed via auscultation.
 - **Animal Disposal** - Provider will be responsible for any costs associated with disposal of animals and comply with applicable state and federal laws.
 - Adequate storage of deceased animals will be provided in an area outside of view to the public.
 - The Provider will hold deceased animals for the required holding period while Animal Control makes efforts to look for the owner unless the animal's remains require immediate disposal.
 - The Provider will not sell unclaimed deceased animals for any reason.
 - **Return to Owner** – Provider will make all possible efforts to locate the owner of any impounded animal. During the animal's stay at the shelter, it will receive a high quality of care and medical attention if needed. The Provider understands that the stray hold period is 6 days (not including the day of impound). If an animal in the Provider's care is redeemed by its previous owner, the Provider will handle all the necessary paperwork and collect any impound/boarding fees from the owner.
 - Universal microchip scanners will be available at the shelter.
 - Impounded animals' information and photos will be forwarded to the City to be added to the Stray Animal Impound web-page daily and ensure that all animal status are updated no later than the following business day after impound date.

- Provider will work with the City on the City's internet website page/presence, which will be updated on a daily basis to assist in reunion of animal owners with their pets, (i.e. "Impound Page"). The Provider will provide photos and details of stray animals coming into the Shelter facility within 24 hours from the time the stray animal enters the facility. The Provider will add a link to the City's impounded animal page on their website.
 - All redeemed animals will receive rabies vaccine unless owner can provide proof of current rabies vaccine.
 - All redeemed animals that do not have a microchip will be advised on the benefits of microchipping their pet and if consent is given a microchip will be inserted by trained staff.
 - The owner of the redeemed animal will receive a medical record of all vaccines and procedures given while the animal was in the care of the shelter.
- **Adoptions & Transfers** – Once the stray hold or police hold period has expired, the animal will be transferred from the shelter facility to one of the Provider's adoption centers or to a foster should one be needed for continued medical care or continued behavioral assessment should the animal's behavior benefit from being in a foster environment. The animal will not stay in the shelter facility after the stray hold or police hold has expired to make room for new intake. All animals will be vetted, spayed/neutered, and microchipped before transferring to the adoption center.
 - **Adoption process** - Provider has over 15 years of animal adoption experience. An adoption application and interview are completed on every adoption. The Provider reserves the right to refuse adoption based on our established criteria. All animals' medical issues and behavioral issues are disclosed to the adopter and the adopter assumes all liability for their new pet once adopted. The animal will stay in the Provider's adoption network until adoption.
 - **Transfer out** - Provider has a large network of Rescue Partners and if an animal would benefit from being transferred out to a specialty rescue group that can better deal with the animal's condition Provider would facilitate the transfer and record the status change of the animal in the Shelter Luv software for tracking purposes. No animal will be transferred out during its hold period without prior approval from City staff. Once the hold period is over, each adoptable animal will be transferred out to one of the Provider's adoption centers and become the sole property of the Provider.
- **Owner Surrender** – Provider will collect all information from the surrendering owner, including any bite history for all pets surrendered by Costa Mesa residents. Proof of residency may be requested. A surrender fee will be collected by the Provider and the animal will be transferred to an Adoption Center once fully vetted.
- **Volunteer/Foster Programs** – It is a critical component of Provider's core values to engage the community and promote animal welfare in any way possible. The Provider has a very robust volunteer / foster network. The Provider provides training and

additional support to help the volunteer / foster experience be as rewarding as possible.

- **Youth Programs** – While volunteers of all ages are welcome, the Provider's focus on youth is one of the cornerstone principles of our organization. Today, we offer the youth a safe place to log volunteer hours for school assignments, Scout projects, community service hours, school club participation and Health Science Academy (HSA) internships. The Provider will reach out to all area High Schools to provide a partnership with any HSA programs currently running. Provider will also focus on developing youth summer camp education programs for the local area youth that would mirror what we are already doing in the City of Chino Hills. In addition, Provider would work closely with the Orange County Workability Program to expand our partnership to provide adult transition programs to students with special needs.

- **Other Animal Service Programs** – Should the contract be awarded to Provider; we would be excited to work with the city on other areas of animal welfare. Once the new shelter facility is operational, the city can begin to offer to Costa Mesa residents low-cost services like - spay/neuters, TNR, and microchip clinics. Should the City be interested in subsidizing any of these services for the residents of Costa Mesa, Provider would suggest using a voucher system, fees for each of these programs are listed below. All vouchers would be honored at the new shelter facility once the procedure was performed. The Provider would then submit for reimbursement a monthly invoice for all vouchers redeemed.
 - City sponsored Spay/Neuter vouchers for low-income residents at \$150 per dog & \$75 per cat.
 - City sponsored TNR vouchers at \$75 per cat.
 - City sponsored Microchip vouchers at \$5 per chip.

However, even without city sponsorship, the Provider will immediately begin to engage the local community in the following areas:

- Low-cost spay / neuter program – with fully staffed vet office in the city limits, we will begin to offer low cost spay / neuter appointments to the residents.
- Low-cost microchip clinics – realizing that microchips improve the return to owner rates, offering low-cost microchip clinics will help increase the number of pets that successfully get returned to owner.
- Low-cost vaccine clinics – provide residents with access to low-cost preventative medicine to keep their pets healthy in addition to partnering with the City to host at least 2 low-cost vaccine clinics each year.
- Low-cost TNR procedures – provide community TNR groups with the vet services needed to help reduce the overpopulation of homeless cats in the area.

Implementation Plan

Upon award of this contract, the Provider would begin all necessary steps to lease the space identified for the Shelter and Veterinary operation and would immediately get started on all phases of buildout needed to become operational. In the meantime, Provider would create a

tentative plan to do all intake at our existing Costa Mesa Adoption Center and reserve all kennels/cages at that location for processing the animals. All animals needing medical attention will be seen by our sub-contracted Vet.

An Implementation Coordinator will be appointed to assist the Executive Director, Lisa Price, as follows:

- ensure that all shelter operating policies, practices and procedures as identified in the RFP are documented;
- identify and train staff as outlined in their job descriptions;
- ensure that there is no disruption in the quality of service being provided to the public; and
- ensure that there is no disruption in the quality of care being given to the animals.

The Provider recognizes that the community is very active with their support of Animal Welfare and desires to keep the community very engaged at all levels. It is the Provider's core belief and value system to nurture and engage the community as often as possible. This pride the community feels towards its animal services and shelter is key to the success of the Provider taking over the responsibility of the shelter.

The Provider also plans to invite input from all stakeholders to look for opportunities to improve customer satisfaction. Any stakeholder input will be evaluated and prioritized to ensure the environment is pleasant for visitors, healthy for the animals and fulfilling to the staff/volunteers at the facility.

Cost Proposal Revised 2/5/2024

Task	Description	Total Estimate
A.	*Fee Description* Monthly Fee	\$40,000.00
TOTAL		\$40,000.00

All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld under final project documents are submitted to the City.

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.