



REQUEST FOR PROPOSALS

RFP #2010-4728-1924
February 3, 2010

City of Newport News, Dept. of Purchasing
2400 Washington Avenue, 4th Floor, City Hall
Newport News, VA 23607

Phone: (757) 926-8721/ Fax: (757) 926-8038
www.nngov.com/purchase/index.htm

Veterinary Services for Animal Services Division

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, until the time and date due (local prevailing time), for furnishing the following described goods or services.

Scope of Work: To establish one or more contracts with area Veterinary Practices to provide veterinary services for the Animal Services Division.

Proposals Due: February 17, 2010, at the close of business

Contract Officer: _____

Michael Coburn, Sr., CPPO, Purchasing Administrator, mcoburn@nngov.com

AN ORIGINAL AND THREE (3) COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the services requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

Email address _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This form must be signed. All signatures must be original and not photocopies.

I. Conditions and Instructions

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto, which will be made a part of the proposal. All proposals must be submitted in a sealed package, plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, fax, electronic and verbal offers will not be accepted.
3. Prices shall include all delivery, set-up fees, and federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City of Newport News reserves the right to procure the services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City of Newport News' extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City of Newport News, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
9. By signing this proposal, the offeror assigns to the City of Newport News, any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of

Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.

10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
 - a. He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract, or any purchase orders of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the

Veterinary Services

unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

This public body does not discriminate against faith-based organizations

12. Direct contact with any City Department other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative.
13. Assignment of Contract: A contract shall not be assignable by the Offeror in whole or in part without the written consent of the City of Newport News.
14. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Offeror shall comply with applicable federal, state and local laws and regulations. Offerors shall conform to appropriate Veterinary regulations as promulgated by the Commonwealth Board of Health Professions. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages.
15. If City Hall is closed for business at the time scheduled for the receipt of proposals, they will be accepted and opened on the next business day of the City, at the originally scheduled hour.
16. If you have obtained this proposal from our home page or from a source other than directly from the City of Newport News or from demandstar.com, you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the offeror's responsibility to check our website www.nngov.com/purchasing prior to submitting your bid to ensure that you have a complete, up-to-date package.

17. The original copy maintained at our offices, in the proposal file folder, shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your proposal.

18. Silence of Specifications: The apparent silence of the specification and any supplemental specifications as to the any detail of the omission from the specifications of a detailed description of this solicitation concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and services of the highest quality and correct type, size, practice and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

19. Questions: Submit questions regarding this RFP by email or fax to Michael Coburn, Sr., CPPO, Purchasing Administrator, mcoburn@nngov.com or 757-926-8041, no less than five (5) days prior to the closing date of the Request For Proposals. **CONTACT DIRECTLY WITH THE ANIMAL SERVICES DIVISION OR ANY CITY DEPARTMENT OTHER THAN PURCHASING ON THE SUBJECT OF THIS SOLICITATION, IS STRICKLY FORBIDDEN AND SHALL BE CAUSE FOR REJECTION OF ANY OFFER BY THAT PERSON(S) OR THEIR COMPANY.**

COOPERATIVE BIDDING

The City of Newport News issues this Request for Proposals (RFP) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions. This procurement is also being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia

Bidders are advised that all resultant contracts will be extended, with the authorization of the bidder, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the Contractors selected through this process, at any time during the contract term. SVGPC members not explicitly named in the RFP are not obligated to participate, nor is the successful bidder obligated to contract with other SVGPC members; however, if such a contract is entered, the successful bidder will be required to provide these same items, at the same prices, awarded as a result of this solicitation to that public body.

SVGPC Members:

City of Chesapeake
City of Hampton
City of Newport News
City of Norfolk
City of Portsmouth
City of Virginia Beach
City of Williamsburg
County of Gloucester
County of James City
County of King William
County of York

Newport News Public Schools
Williamsburg/James City County Public Schools
York County Public Schools
Christopher Newport University
College of William & Mary
Norfolk State University
Old Dominion University
Tidewater Community College
Southeastern Public Service Authority
Jamestown/Yorktown Foundation

**SMALL, MINORITY, WOMEN-OWNED
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on offerors to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE MBE WBE

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

Anti-Collusion Certification

The offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

Notary: _____ My term expires: _____

Date: _____ Seal: _____

Veterinary Services

I. PURPOSE

It is the purpose of this Request For Proposals (RFP) to establish one or more contracts with area Veterinary Practices to provide veterinary services for the Animal Services Division. It is anticipated that contracts may be awarded to firms located throughout the City and those operating with extended hours to maximize access by City officials with animals in need of medical care.

II. BACKGROUND

The City of Newport News has an Animal Services Division within its Parks, Recreation and Tourism Department. The mission and objectives of the Animal Services Division (ASD) are to insure responsible pet ownership and humane treatment of animals, while protecting the public. In fulfillment of its mission, the ASD desires to contract with one or more veterinary practices to provide veterinary services on an as needed basis.

III. SCOPE OF WORK

- A. The Veterinary Services providers “Contractors” will provide services and medications as approved by the City.
- B. All services shall be performed in a facility licensed and approved by the Commonwealth of Virginia Board of Health Professions.
- C. All staff members shall be appropriately licensed as required by the Commonwealth Board of Health Professions.
- D. The cost for each type of service provided shall be as negotiated with each facility as a result of this solicitation. Whenever the owner of the animal can be determined, the charge for services shall be payable by them. If the ownership of the animal can not be determined, then the City shall pay for the charges. The fee schedule may have two tiers: one rate for City payable fees and a different rate for Pet Owners.
- E. City Responsibilities:
 - Assign unique identification number to each case.
 - Determine ownership status of the animal.
 - Deliver animal to closest available veterinary services facility (calling for permission when possible).
 - Provide examination forms through the City’s Animal Control officers to the Contractor.
 - Complete the agent section of the “Treatment Authorization / Consent Form” and present it to the veterinarian with animal.

Veterinary Services

- Act as the legal agent for the animal to approve or decline in writing the diagnostic and treatment recommendations of the veterinarian.
- Remain with the animal throughout diagnosis and treatment unless dismissed by the veterinarian.
- Transport the animal to the appropriate shelter in a timely manner at the request of the veterinarian.
- Promptly inform the veterinarian (within 2 business days) if an owner is found after the animal has been discharged.
- Pay for all services rendered promptly on a monthly basis. If a pet owner is found, that pet owner will reimburse the city. [Note: The City pays the Contractor, and the City recovers the fee from the owner. The Veterinary practice does not act as a recovery agent for the City in the event that the owner “defaults” on payment].

F. Veterinary Facility Responsibilities

- Keep medical record (completed Treatment Authorization / Consent Form) on file as required by state law.
- Perform examination, diagnostics, and treatment as indicated and approved by agent.
- Promptly notify the ASD when treatment has been completed and pick up is needed.
- Dispense appropriate medication and written instructions with animal at time of discharge.
- Provide a copy of the “Treatment Authorization / Consent Form” to the officer at discharge.
- Submit a statement of the invoices to the city on a monthly basis.
- Provide a contact person name and number for billing purposes and specific bill resolution.

IV. SUBMITTTALS

A. General:

1. RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume, except as outlined below.
- d. Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to the City of Newport News and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material should be submitted in a separate sealed envelope and marked proprietary. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. Documents To Be Submitted: (Most questions can be answered by the following questionnaire to follow.

1. Signed RFP document, including completed forms within the document.

2. Responses to Questionnaire.

3. Address of each location and operating hours.
4. Credentials of professional staff that will be servicing the contract.
5. Biography of experience of treating staff, and listing of similar contracts, whether current or recently held, licenses, and certifications as may apply.
6. Schedule of costs for services.
7. Recommended cost containment initiatives.

NOTE: Data already submitted as part of the answers to the questionnaire, need not be supplied again separately. This listing is to help identify important information that must be supplied for proper evaluation of submittals.

V. EVALUATION CRITERIA

Evaluation of the firms responding shall be based upon the following criteria, which is listed in the order of importance:

- A. Responsiveness — The degree to which the offeror has responded to the purpose and scope of specifications
- B. Suitability – The suitability of the proposal to fulfill the City’s requirements, including convenience of location, hours of operation, availability of qualified staff, or other considerations that may apply.
- C. Responsibility — The offeror who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance as required by these specifications.
- D. Experience — Offeror's experience in providing the services as requested in these specifications.
- E. Capability and Skill — Offeror's capability, flexibility and skill to perform the services stated in these specifications.
- F. Cost Containment Initiatives - Offeror’s recommendation for containment of costs associated with the contract.
- G. Costs – Out of pocket costs to the City as determined by price schedules submitted showing fees for routine and normal services.

VI. METHOD OF EVALUATION AND AWARD

Proposals will be evaluated and award shall be made in accordance with Code of Newport News Sections 2-569- 2-570.2, Competitive Negotiation for Other than Professional Services.

Award shall be made to one or more responsible offers whose proposals are determined in writing to be the more advantageous to the city taking into consideration the evaluation factors set forth in the request for proposals. The award of one or more contracts shall be at the sole discretion of the City. The awards shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into contracts deemed to be in its best interest.

Upon making awards, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award will also appear on the purchasing website:

www.nmgov.com/purchase/index.htm.

Debriefing: The entire RFP file, including ratings and justifications of award, will become public information and be available for review only after an award is made, except those documents claimed as exempt under the Freedom of Information Act, (see IV, d).

VII. CONTRACT TERMS

A. Period

The contract period will be from the date of award through March 1, 2011.

B. Renewal Option

At the City's option, the contract may be renewed in increments of up to four (4) additional years in one-year increments (5 years total).

It is the intent that prices shall remain firm during the contract, including renewals.

C. Cancellation of Contract

The City of Newport News may cancel any resulting contract with the contractor at any time by giving thirty (30) days written notice. The contract may be canceled without notice for vendor non-performance. Cancellation shall not release the vendor from legal remedies available to the City.

The Contractor may not cancel the award during the initial contract term, but may, upon sixty (60) days written notice to the City, cancel the contract, without harm, anytime during subsequent terms. The Contractor shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

F. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the City of Newport News. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the City with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

G. Method of Payment

Unless otherwise negotiated, payment will be made not more frequently than monthly, with Invoice Terms of Net 30.

XIII QUESTIONNAIRE

A. Responsiveness

1. Provide a brief (not more than one standard typewritten page) summary of your understanding of your responsibilities should you be awarded this contract. Included should be a summary of the services you will provide, and examples of how you have been flexible in fulfilling similar client requirements.
2. Describe your firm's philosophy relative to what a City's responsibility should be in caring for pets and wildlife within the City.
3. Where is your facility located? Relative to your firm's geographic location, how do you envision providing support to the City of Newport News?

B. Responsibility

1. Provide an organizational chart of your firm.
2. Has your firm, or any officer of your firm, been involved in any transaction in which the firm defaulted on a contract? If yes, explain.

Veterinary Services

3. Has your firm, or any officer of your firm, been involved in a contract that was cancelled by the customer? If yes, explain.
4. Has your firm, or a firm associated with any officer of your firm, ever been suspended or debarred by any governmental agency? If yes, explain.
5. Has any veterinarian, veterinary technician or other member of your firm been issued a notice of violation, reprimand, or disciplined by the Commonwealth Board of Health Professions? If yes, explain.
6. Describe the process by which problems are resolved with client organizations.

C. Experience

1. How long have you/your firm been in practice, providing veterinary services?
2. Provide a listing of organizational references, including contact names and phone numbers, of clients for whom you have provided similar services.
3. What experience do you have working with other local governments relative to veterinary services.
4. What are the regular operating days and hours of your facility? Are there any hours during regularly scheduled operating hours that a Veterinarian is NOT on duty? What are your recommendations for after hour requirements?

D. Capability and Skill

1. Provide a resume for each veterinarian, veterinary technician or other individual that would provide the services identified herein.
2. Provide a copy of each license issued to each veterinarian, veterinary technician or other individual that would provide the services identified herein.
3. Describe the resources (equipment, staff (number of support staff and their qualifications) and facilities) that you have to fulfill the requirements of this contract.
4. Provide a copy of all Federal and State facility licenses.

E. Cost Containment Initiatives:

1. Complete the fee schedule form.
2. For the City’s contract, describe one or more recommendations for containment of costs for this contract.
3. If there is a compensation model other than as indicated on the fee schedule form that you recommend, please provide an explanation.

G. Other Information

1. If there is any additional information that you wish for the City to consider when evaluating your proposal that has not been covered by responding to the above questions, you may provide it here.

X. STATEMENT OF COMPLIANCE/DEVIATIONS

In the space below, Offeror must identify any and all deviations from the requirements as stated herein. Notations elsewhere in the proposal may not be considered or result in a determination of your proposal being non-responsive.

Veterinary Services

Name: _____

**PROPOSED POLICY AND FEE SCHEDULE FOR
CITY OF NEWPORT NEWS ANIMAL SERVICES DIVISION**

SERVICE	IF BILLED TO CITY	IF BILLED TO OWNER
Exam		
Overnight hospitalization		
Injections*		
Bandage		
Splints		
Minor wound cleaning		
Minor wound clean / staple		
Radiograph (x-ray) – 1 view		
Radiograph – 2 views		
Euthanasia – wildlife**		
Euthanasia 0 – 30 lbs.		
Euthanasia 31 – 75 lbs		
Euthanasia > 75 lbs		
Sedation <30 lbs		
Sedation 31-75 lbs		
Sedation > 75 lbs		
Discount off of the veterinarian's customary fee.		

*Most routine antibiotic, steroid, and pain injections will be performed for this fee, but certain injections of more expensive drugs may be higher. The offeror may provide a range and indicate routine and 2nd tier injection prices accordingly.

** If animal can be handled safely without sedation.

Without determination of ownership imaging, major surgery or CPR efforts and other diagnostics or treatments procedures may be performed at the discretion of the veterinarian without the consent of the city. However, neither the City nor the pet owner (if determined later) shall be required to reimburse the veterinarian for the heroic and/or advanced diagnostic measures not used in the common course of animal medical treatment.