BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES
Monday October 23, 2006
10:00 A.M.
LOS ANGELES CITY HALL
200 N. Spring St.
Room 1060
Los Angeles, CA  90012

Commissioners:
Tariq Khero, President
Kathleen Riordan, Vice-President
Marie Atake
Glenn Brown
Deborah A. Knaan

Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For information please call (213) 482-9501.

Si require servicios de traducción, favor de notificar la oficina con 24 horas por anticipado.

REGULAR COMMISSION MEETING WILL COMMENCE IMMEDIATELY FOLLOWING THE APPEAL HEARINGS SCHEDULED FOR 10:00 A.M.

COMMISSION MEETING

1. ORAL REPORT OF THE GENERAL MANAGER

2. OLD BUSINESS INCLUDING MATTERS FOR BOARD ACTION

   A. Erika Meadows Personal Services Contract:
      Approval of proposed Personal Service Contract for programmatic improvements to the Volunteer Program and direction to staff.

   B. Request For Proposal for Spay & Neuter Clinics:
      Approval of solicitation of proposals to operate Spay and Neuter Clinic at North Central and South Los Angeles Animal Care Centers and direction to staff.
C. Oral Report on Transfer of Animals Between Shelters:
   Report on progress in meeting Commission’s Policy of transferring animals between shelters.

3. NEW BUSINESS
   A. Requests from Commissioners for future Agenda Items.

4. COMMISSION BUSINESS
   A. Approval of the Commission Meeting Minutes:
      Commission Approval of Minutes for the Meeting of September 25, 2006.
      
   B. Oral Report by the Commission on Meetings and Events attended.

5. GENERAL MANAGER RECOMMENDS FOR BOARD ACTION
   A. Fiscal Year 2007-08 Draft Budget Packages:
      Presentation by staff on proposed requests on Fiscal Year 2007-08 Budget and direction to staff.

6. REGULAR AGENDA DISCUSSION ITEM
   A. None

7. PUBLIC COMMENT PERIOD - (Comments from the public on items of public interest within the Board’s subject matter jurisdiction.)

8. Closed Session: The Board of Animal Services Commissioners will enter into a closed session pursuant to Section 54957(b)(1) of the California Government Code to discuss the vacant Assistant General Manager – Operations position.

9. ADJOURNMENT:
   A. Next regular Commission Meeting is scheduled for November 13, 2006.

AGENDAS - The Board of Animal Services Commissioners (Board) meets regularly every second (2\text{nd}) and fourth (4\text{th}) Monday of each month at 9:00 A.M. Regular Meetings are held at City Hall, 200 North Spring Street, Room 1060, in Los Angeles, CA 90012. The agendas for Board meetings contain a brief general description of those items to be considered at the meetings. Board Agendas are available at the Department of Animal Services (Department), Administrative Division, 221 North Figueroa Street, 5\text{th} Floor, Los Angeles, CA 90012. Board Agendas may also be viewed on the 2\text{nd} floor Public Bulletin Board in City Hall East, 200 North Main Street, Los Angeles, CA 90012. Internet users may also access copies of present and prior agenda items, copies of the Board Calendar, as well as electronic copies of approved minutes on the Department’s World Wide Web Home Page site at http://www.laanimalservices.com/CommissionAgendas.htm

Three (3) members of the Board constitute a quorum for the transaction of business. The Board may consider an item not listed on the Board Agenda only if it is determined by a two-thirds (2/3) vote that the

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need for action arose after the posting of an Agenda. Some items on the Agenda may be approved without any discussion.

The Board Secretary will announce the items to be considered by the Board. The Board will hear the presentation on the topic and gather additional information from Department Staff. Once presentations have finished, the Board President will ask if any Board Member or member of the public wishes to speak on one or more of these items. Each speaker called before the Commission will have one (1) minute to express their comments and concerns on matters placed on the agenda.

**PUBLIC INPUT AT BOARD MEETINGS – Public Participation on Agenda Items.** Members of the public will have an opportunity to address the Board on agenda items after the item is called and before the Board takes action on the item, unless the opportunity for public participation on the item was previously provided to all interested members of the public at a public meeting of a Committee of the Board and the item has not substantially changed since the Committee heard the item. When speaking to an agenda item other than during Public Comment (see Public Comment below), the speaker shall limit his or her comments to the specific item under consideration. California Government Code Section 54954.3.

**Public Comment.** The Board will provide an opportunity for public comment at every regular meeting of the Board. Members of the public may address the Board on any items within the subject matter jurisdiction of the Board as part of Public Comment.

**Speaker Cards.** Members of the public wishing to speak are to fill out one speaker card for each agenda item on which they wish to speak and present it to the Board secretary before the item is called.

**Time Limit for Speakers.** Speakers addressing the Board will be limited to one (1) minute of speaking time for each agenda item. The Chairperson, with the approval of a majority of the Board, may for good cause extend any speaker’s time by increments of up to one (1) minute. Total speaker time on any agenda item will be limited to ten (10) minutes per item and fifteen (15) minutes for Public Comment, unless extended as above.

**Brown Act.** These rules shall be interpreted in a manner that is consistent with the Ralph M. Brown Act, California Government Code Section § 54950 et seq.

**STANDARDS OF CONDUCT.** Speakers are expected to behave in an orderly manner and to refrain from personal attacks or use of profanity or language that may incite violence.

All persons present at Board meetings are expected to behave in an orderly manner and to refrain from disrupting the meeting, interfering with the rights of others to address the Board and/or interfering with the conduct of business by the Board.

In the event that any speaker does not comply with the foregoing requirements, or if a speaker does not address the specific item under consideration, the speaker may be ruled out of order, their speaking time forfeited and the Chairperson may call upon the next speaker.

The Board, by majority vote, may order the removal from the meeting of any speaker or audience member continuing to behave in a disruptive manner after being warned by the Chairperson regarding their behavior. Section 403 of the California Penal Code states as follows: “Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor”.

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VOTING AND DISPOSITION OF ITEMS – Most items require a majority vote of the entire membership of the Board (3 members). When debate on an item is completed, the Board President will instruct the Secretary to "call the roll". Every member present must vote for or against each item; abstentions are not permitted unless there is a Conflict of Interest for which the Board member is obliged to abstain from voting. The Secretary will announce the votes on each item. Any member of the Board may move to "reconsider" any vote on any item on the agenda, except to adjourn, suspend the Rules, or where an intervening event has deprived the Board of jurisdiction, providing that said member originally voted on the prevailing side of the item. The motion to "reconsider" shall only be in order once during the meeting, and once during the next regular meeting. The member requesting reconsideration shall identify for all members present the Agenda number and subject matter previously voted upon. A motion to reconsider is not debatable and shall require an affirmative vote of three members of the Board.

When the Board has failed by sufficient votes to approve or reject an item, and has not lost jurisdiction over the matter, or has not caused it to be continued beyond the next regular meeting, the issue is again placed on the next agenda for the following meeting for the purpose of allowing the Board to again vote on the matter.
APPEAL AGENDA

BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES
Monday September 11, 2006
10:00 A.M.
LOS ANGELES CITY HALL
200 N. Spring St.
Room 1060
Los Angeles, CA  90012

Commissioners:
Tariq Khero, President
Kathleen Riordan, Vice-President
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ADMINISTRATIVE APPEAL HEARING 10:00A.M.

1. Appeal of the General Manager’s Decision in License Revocation Case –**BR-06351 EV**
   Appellant: Barbara Sue Daniels
   Complaining Witness: Harold Unger
   District Manager, East Valley Animal Care and Control, Wendell Bowers, Captain
   Hearing Coordinator, Department of Animal Services, Helen Brakemeier, Captain

2. ADJOURNMENT
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Report to the Board of Animal Services Commissioners
Edward A. Boks, General Manager

COMMISSION MEETING DATE: October 23, 2006  PREPARED BY: Linda J. Barth
REPORT DATE: October 19, 2006  TITLE: Assistant General Manager

SUBJECT: FISCAL YEAR 2007-08 BUDGET REQUEST FOR THE DEPARTMENT OF ANIMAL SERVICES

BOARD ACTION RECOMMENDED:
That the Board approve the proposed Department of Animal Services’ (Department) Fiscal Year 2007-08 budget packages for submittal to the Mayor and City Council by the November 17, 2006, due date. Authorization is also requested to make technical corrections and/or adjustments that are in the best interest of the Department.

SUMMARY:
On September 7, 2006, the City Administrative Officer released the Mayor’s budget instructions regarding preparation of the Fiscal Year 2007-08 Budget. After careful review, discussion and consideration between the General Manager and staff, the Department has compiled a slate of proposed budget packages that address the Department’s needs while also adhering to the Mayor’s priorities and direction.

Attached is a summary of the budget packages which were designed to ensure that the Department’s current level of services are maintained, that the health, safety, and well-being of the animals that we serve are safeguarded, and that all City and State mandates are adhered to while taking into consideration the challenges facing the City’s General Fund revenue base.
It is proposed that the following packages be approved and submitted in the Department of Animal Services' Fiscal Year 2007-08 Budget:

<table>
<thead>
<tr>
<th>PACKAGE TITLE</th>
<th>TYPE OF PACKAGE</th>
</tr>
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<tbody>
<tr>
<td>Operation Funding for Prop F Facilities</td>
<td>Regularization of Resolution Authorities</td>
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<tr>
<td>South Los Angeles Spay and Neuter Clinic</td>
<td>Regularization of Resolution Authorities</td>
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<tr>
<td>Administrative Hearing Program</td>
<td>Regularization of Resolution Authorities</td>
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<tr>
<td>Curator of Education</td>
<td>Regularization of Resolution Authorities</td>
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<tr>
<td>Management Re-Organization</td>
<td>Realignment of Administrative Support</td>
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<tr>
<td>Canvassing Program</td>
<td>Reinstatement of Deleted Program</td>
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<tr>
<td>Wildlife Program</td>
<td>New Program</td>
</tr>
<tr>
<td>New Server for Chameleon Application</td>
<td>Upgrade of Existing Application</td>
</tr>
<tr>
<td>Adding Wireless Networking to Shelters</td>
<td>New Resources</td>
</tr>
<tr>
<td>Firearm Replacements</td>
<td>Replacement of Existing Equipment</td>
</tr>
<tr>
<td>Animal Food</td>
<td>Increase in Resources</td>
</tr>
<tr>
<td>Medical Supplies and Equipment</td>
<td>Increase in Resources</td>
</tr>
<tr>
<td>Private Veterinarians</td>
<td>Increase in Resources</td>
</tr>
<tr>
<td>Landscape Package</td>
<td>New Services</td>
</tr>
</tbody>
</table>

The Department will also claim efficiency savings through the recent centralization of the Call Center and Dispatch.

**FISCAL IMPACT:**

Funds requested for new or expanded programs in the Fiscal Year 2007-08 Budget represent approximately 66% of the total, the remainder is required to continue packages that were approved in the Fiscal Year 2006-07 Budget. The following is a breakdown of proposed costs associated with the above-referenced budget packages:

<table>
<thead>
<tr>
<th>PROPOSED FY 2007-08 FUNDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required requests to fund partial or temporary funding from FY 06-07</td>
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<tr>
<td>New Packages</td>
</tr>
<tr>
<td>Total funds requested in Fiscal Year 2007-08</td>
</tr>
</tbody>
</table>

The following is a historical budget breakdown submitted for informational purposes, showing a steady growth in allocated resources:

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>DEPT. BUDGET</th>
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</thead>
<tbody>
<tr>
<td>1999-00</td>
<td>$10,337,941</td>
</tr>
<tr>
<td>2000-01</td>
<td>$12,956,992</td>
</tr>
<tr>
<td>2001-02</td>
<td>$14,031,260</td>
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<tr>
<td>2002-03</td>
<td>$13,658,118</td>
</tr>
<tr>
<td>2003-04</td>
<td>$14,710,338</td>
</tr>
<tr>
<td>2004-05</td>
<td>$15,691,249</td>
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</tbody>
</table>
Report to the Board of Animal Services Commissioners

Subject: FY 2007-08 BUDGET REQUEST FOR
THE DEPARTMENT OF ANIMAL SERVICES

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<tbody>
<tr>
<td>2005-06</td>
<td>$18,107,124</td>
</tr>
<tr>
<td>2006-07</td>
<td>$23,216,998</td>
</tr>
</tbody>
</table>

Unless otherwise directed, after November 17, 2006, a copy of the final Proposed Fiscal Year 2007-08 Budget Request will be submitted to the entire Commission. Any technical corrections and/or adjustments may result in the increase or decrease of packages or requested funding and will be noted.

Approved:

Edward A. Boks, General Manager

BOARD ACTION:

_______  Passed                  Disapproved  _________

_______  Passed with noted modifications  Continued  _________

_______  Tabled  New Date  _________
Report to the Board of Animal Services Commissioners
Edward A. Boks, General Manager

COMMISSION MEETING DATE: October 23, 2006

REPORT DATE: October 20, 2006

PREPARED BY: Jeffrey S. Brill, Sr. Management Analyst II

SUBJECT: Request for Proposals for Licensed Operation of Spay/Neuter Veterinary Clinics at either or both of the South Los Angeles and North Central Animal Shelters

BOARD ACTION RECOMMENDED:
That the Board approve a Request For Proposals (RFP), substantially as attached subject to approval of the Mayor and City Council as to form, for licensed operation of one or more spay/neuter veterinary clinics for the City of Los Angeles, Department of Animal Services, for a term of five years, with up to four one-year extensions, and that the General Manager be authorized to process the RFP upon approval of the City Attorney.

SUMMARY:
The South Los Angeles Spay/Neuter Clinic and its equipment is fully operational but currently sitting vacant and unused. It was staffed by a Department Veterinarian but closed due to the vacancy of this position in June 2005, and the Department has so far not been able to fill this vacancy. As an interim solution, the Sam Simon Foundation has entered into an agreement to operate the South Los Angeles Spay/Neuter Clinic temporarily, until the Department issues a Request for Proposals (RFP) and selects and awards a contract to a permanent operator for the Clinic. The Sam Simon Foundation’s services will be for 6 months commencing on October 1, 2006, through March 31, 2007, and the Foundation and the Department must mutually agree upon contract extensions beyond March 31, 2007. The North Central Spay/Neuter Clinic was operated by Animal Foundation but closed in 1998 when the contract was terminated due to questionable practices. The North Central Clinic is currently undergoing tenant improvements that should be completed by December 2006. The pending opening of the Spay/Neuter Clinic at the newly expanded North Central Shelter will add
facility capacity to the Spay/Neuter needs of the City which need to be fulfilled by licensed, caring professionals able to immediately start work.

In order to comply with the law, the Department must ensure that dogs and cats being adopted at the Shelter must be spayed/neutered. At present, the adoption paperwork is completed and the unaltered animal is transported to nearby veterinary hospitals to be spayed/neutered. Thereafter, the new owner must pick-up the dog or cat from the veterinary hospital after it is altered. By having an operator performing spay and neuter services at the existing South Los Angeles and North Central Spay/Neuter Clinics the dogs, cats, or rabbits can be altered on the premises and save the Department money. The benefit to the Department in having the contractor(s) operate the Clinic(s) is that it will augment the Department’s ability to provide spay/neuter services to adopters and residents and utilize the Clinic(s) for the benefit of the Department and the surrounding communities.

As part of the Contract, the Contractor would be responsible for, but not limited to, the items listed below:

- Perform Spay and Neuter on dogs, cats, rabbits and other ancillary medical procedures associated with the surgical sterilization, in exchange for free use of the facility;

- Offer to the public additional services, provided that the written approval is received from the pet owner and the procedure is performed in conjunction with the surgical sterilization of the pet.

- May occasionally request Contractor to conduct Wellness Clinics (vaccine clinics). Such services may only be provided if mutually agreed upon by Contractor and the Department.

- The terms of the contract will be for a five (5) year Contract, with four One (1) Year extensions, exercised solely at the discretion of the City. Contract is cancelable by either party upon 60 days’ written notice.

- Contractor must be willing and able to participate in Department Pre-Release Spay and Neuter Program of spaying and neutering dogs and cats eight weeks of age or older. Surgical sterilization includes: (a) a physical examination of the pet, (b) all vaccines that are routinely required during hospitalization, (c) all after care including suture removal, licking problems, infections, and other normal procedures.

- The cost of setting up, staffing, maintaining and performing related services under the Contract shall be the responsibility of the Contractor. No extra charges shall be paid by the Department or the pet owner for dog, cat and rabbit spay and neuter surgery beyond those stated in the proposal and included in the Contract.
• Contractor will report on after sterilization complications and otherwise provide information needed by the Department for monitoring quality and performance.

• Contractor will comply with all applicable laws, ordinances and with the Standard Provisions as outlined in detail in the RFP.

• Contractor will provide a Certificate of Insurance naming the City of Los Angeles as additional insured and maintain Faithful Performance Bonds as deemed necessary by the City’s Risk Management Division of the Office of the City Administrative Officer.

• In consideration for the use of City property and equipment, the Contractor shall reimburse the City’s Animal Sterilization Fund for its costs and expenses quarterly as follows:
  
  • Pay 5% of the City’s gross surgery.
  
  • Pay 50% of net profit of mutually agreed upon Wellness Clinics (vaccine clinics) up to $15,000 per year.
  
  • Pays 10% of gross public surgery revenue.

FISCAL IMPACT:
There is no impact to the General Fund. Funds will be used from Fund 543 Spay and Neuter Trust Fund and Fund 842 Animal Sterilization Trust Fund, if needed.

Approved:

Edward A. Boks, General Manager

BOARD ACTION:

_________  Passed  __________  Disapproved

_________  Passed with noted modifications  __________  Continued
Report to the Board of Animal Services Commissioners

Subject: Request for Proposals for Licensed Operation of Spay/Neuter Clinics at either or both of the South Los Angeles Animal Shelters

Edward A. Boks
General Manager

________ Tabled

New Date ________
REQUEST FOR PROPOSALS

FOR

Licensed operation of one or more spay/neuter veterinary clinics for the City of Los Angeles, Department of Animal Services, for a term of five years, with up to four one-year extensions, at the following locations:

South Los Angeles Animal Shelter
3612 11th Avenue
Los Angeles, California, 90018

North Central Animal Shelter
3201 Lacy Street
Los Angeles, California 90031

ISSUED BY

THE DEPARTMENT OF ANIMAL SERVICES OF THE CITY OF LOS ANGELES
# REQUEST FOR PROPOSALS

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Our Mission

To Promote and Protect the Health, Safety and Welfare of Animals and People in the City of Los Angeles.

Request For Proposals

For

Licensed operation of one or more spay/neuter veterinary clinics for the City of Los Angeles, Department of Animal Services, for a term of five years, with up to four one-year extensions.

DATE ISSUED: October 30, 2006

TITLE: South Los Angeles and North Central Spay/Neuter Clinic Operation

DEADLINE FOR SUBMITTING PROPOSAL: November 27, 2006 3:00 p.m. (Pacific Time)

PROPOSAL DELIVERY ADDRESS: Department of Animal Services
221 North Figueroa Street, Suite 500
Los Angeles, CA 90012
Attention: Jeffrey S. Brill, Senior Management Analyst II
(213) 482-9527

TECHNICAL ASSISTANCE: Requests for Technical Assistance should be in writing and faxed to (213) 482-9511, attention Jeffrey S. Brill, or e-mailed no jbrill@ani.lacity.org no later than 5:00 p.m., November 17, 2006

PRE-PROPOSAL CONFERENCE: November 9, 2006, 10:00 a.m., at North Central Animal Shelter (3201 North Lacy Street, 90012), followed by a tour of North Central Spay/Neuter Clinic, and at 1:00 p.m. a tour of the South Los Angeles Animal Shelter Spay/Neuter Clinic (3612 11th Avenue, 90018).
DEPARTMENT OF ANIMAL SERVICES
REQUEST FOR PROPOSALS
FOR

Spay and Neuter Clinic Operators

at

South Los Angeles Animal Care and Control
3612 11th Avenue
Los Angeles, California, 90018

and/or

North Central Animal Care and Control
3201 Lacy Street
Los Angeles, California 90031

1.0  INTRODUCTION

The City of Los Angeles (City), acting through its Department of Animal Services, is issuing this Request for Proposals (RFP) seeking qualified entities to operate at the above locations in primarily providing spay and neuter services for shelter animals, and other services for animals identified in feral cat sterilization programs, other general dog and cat programs, and in rabbit programs. Services may also be rendered to the public who may bring in their pets for sterilization and related medical assistance.

The City has embarked on an ambitious building program that is expanding the shelter and care facilities for animals in Los Angeles. New shelters, and expanded facilities, are being completed that feature fully equipped spay/neuter clinics to enhance the City’s effort at spaying/neutering the animal population. The goal of the Los Angeles Department of Animal Services (Department), is to become the largest City in the United States with a successful No-Kill policy implemented, and a superior spay/neuter program is one of the elements of making that goal a success.

The first two spay/neuter clinics which are being completed as part of the building program are in South Los Angeles, which is ready to occupy and may be in use under an interim agreement, and North Central Los Angeles, which should be
completed prior to the conclusion of this RFP process. Proposers may propose for either one or both of the clinic opportunities.

Los Angeles Animal Services envisions the day when every pet born is ensured a good home and care all its natural life and no animal will suffer because of abuse, neglect or ignorance, and all citizens, their property and neighborhoods are safe from the dangers and nuisances of irresponsible pet guardianship. We value the integrity of each employee, volunteer and partner contributing to the professional delivery of excellent customer service and the humane treatment of animals, in an atmosphere of open, honest communication, predicated on our trust in and respect for each other.

We encourage you to review this RFP carefully and consider proposing to be a partner with the Department. It is your responsibility as a potential Contractor to understand the requirements as described in this RFP and to respond in the format requested.

2.0 SERVICES TO BE PROVIDED

2.1 The Contractor will perform Spay and Neuter on dogs, cats, rabbits and other ancillary medical procedures associated with the surgical sterilization, in exchange for free use of the facility in accord with the provisions outlined below:

2.1.1 The Contractor will conform to all surgical standards as dictated by the California Veterinary Medical Practice Act.

2.1.2 The Contractor shall perform cursory pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.

2.1.3 Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.

2.1.4 Animals that are deemed pregnant or “estrus” may be surgically sterilized at the discretion of the veterinarian.

2.1.5 Animals of advanced age may require pre-surgical, geriatric blood screening.

2.1.6 If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the same fee shall apply as if the spay surgery was performed.

2.1.7 Although not mandated by law, the Department policy requires that upon adoption, micro-chipping be performed on
all dogs, cats and rabbits that are adopted from the Shelters. The Department recommends that micro-chipping be performed by the Veterinarians or Registered Veterinary Technicians. Contractor shall micro-chip an animal if agreed upon by the owner and the micro-chip fee is paid.

2.1.8 Proposer will need to purchase the medical supplies and small equipment necessary to complete the duties outlined in this RFP.

2.2 Emergency Medical Treatment

2.2.1 The Contractor shall monitor all animals for post-surgical complications and shall provide appropriate medical treatment to animals in the event of an emergency following surgical sterilization related to the surgery at no additional cost to the City or the pet owner.

2.2.2 The Contractor shall provide appropriate medical treatment to animals in the event of medical emergencies for animals in the care and control of the Contractor. The Contractor will stabilize the animal in the event he or she needs to be transported to another private veterinary hospital, which will be at no additional cost to the City or the pet owner if the emergency is related to or caused by the sterilization surgery.

2.2.3 Charges for medical emergency treatment for animals in the care and control of the Contractor but not caused as a result of the sterilization by the Contractor, at referred veterinary hospitals that are pre-approved by the Department, may be charged to the pet owner, provided the pet owner has approved the treatment in advance via telephone notification.

2.3 Care of Animals

Care of animals in custody of the Contractor shall be in conformance with all federal, state and local humane laws and statutes. A licensed Veterinary Technician, or equivalent, shall remain on duty following the procedure until each animal's recovery status meets the conditions set forth by the California Veterinary Medical Practices Acts to send home with his or her owner or
transfer to the care of the shelter staff, depending on where the animal came from.

Contractor will be required to provide and maintain at all times an approved written protocol detailing all procedures, including, but not limited to animal handling, vaccination, anesthesia surgery guidelines, and drug inventory. This protocol must be available for review and approval by the General Manager and the senior staff of the Department at the inception of the Contract and at all times during its term. The Contractor shall post this protocol in a public area at all times.

2.4 Discharge

All animals shall be released to private owners or organizations with post-operative instructions, including emergency telephone numbers. Should complications occur, the Contractor shall retain responsibility and care for the animal until the complication is abated.

2.5 Spay and Neuter Services/Charges to Sheltered Animals or Adopted Animals

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<tr>
<td>Male Cat</td>
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<td>Female Cat</td>
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<td>Male Dog</td>
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<tr>
<td>Under 50 lbs.</td>
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<td>Over 50 lbs.</td>
<td>$90.00</td>
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<td>Female Dog</td>
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These prices shall be valid for the first year of the contract. Any request for increases in prices are subject to written approval of the General Manager before they become effective. Requests for price increase shall be made to the General Manager at least (30) days prior to recommended implementation. No higher prices can be charged to the Department or the public unless authorized.

2.6 Optional Services/Charges to the General Public

The Contractor may offer to the public additional services, provided that the written approval is received from the pet owner and the procedure is performed in conjunction with the surgical sterilization of the pet.
A price list must be submitted as part of the proposal package for the following additional services to be rendered by the Contractor.

- Umbilical Hernia Repair
- Cryptorchid (Dog) additional
- Cryptorchid (Cat) additional
- Already Spayed (Not Opened Charge for Anesthesia)
- If Already Opened Charge Full Price Over Three Weeks Pregnant
- Antibiotics
- Fluids
- Geriatric Blood Screen
- Boarding Fees (Charges For Animals Not Picked Up By Owner)
- Panalog Ointment
- Mitox
- Lyomec Shots
- Nail Trim
- Pluck Ears
- Flush Ears
- Foxtail or Infected Ear
- Abscess Male Cats (Simple Only)
- Express Anal Gland
- Dew Claws
- Shave Mats
- Deciduous Teeth
- In Estrus

Prices proposed shall be included in the Contract. Any increases in prices are subject to written approval of the General Manager before they become effective. Requests for price increase shall be made to the General Manager at least (30) days prior to implementation.

In addition, the City may occasionally request Contractor to conduct Wellness Clinics (vaccine clinics). Such services may only be provided if mutually agreed upon by Contractor and the Department.

2.7 **Operational Plan with Pro Forma**

Proposers must include plans on how they will use the facility, in order to serve the needs of the Department and the local community. The Plan should detail costs (in a pro forma format for a five year period), describe public outreach and marketing efforts, give minimum hours of operation, and discuss quality and type of services offered.
2.8 **Equipment List**

Proposers shall include in their proposal a list of all equipment and furnishings that will be supplied by the Contractor.

3.0 **PREMISES SPECIFICATIONS**

The premises covered are located at the spay and neuter clinics ("Premises" or "Clinic") located at the South Los Angeles Animal Shelter located at 3612 11th Avenue, Los Angeles, CA 90018 and at the North Central Animal Shelter located at 3201 Lacy Street, Los Angeles, CA 90031. Location maps are Exhibit 1, and premises sketches are Exhibit 2.

Contractor shall add the clinic(s) to their current veterinary Premise License, or obtain a License, for the shelter medical facilities as required by the California Veterinary Medical Board, at the Contractor's sole cost and expense, and provide a copy to the Department. The successful proposer also will be responsible for obtaining all necessary business permits to operate the Spay/Neuter Clinic(s).

Department certifies that all components of the existing shelter veterinary medical facilities are, or will be prior to execution of any Contract, in full compliance with the regulatory requirements of the California Medical Board, the Drug Enforcement Agency, and all federal, state and local laws. The clinics are complete with medical equipment and cages (detailed in Exhibit 3).

Tenant Improvements may be a necessary item and if so, should be addressed in the proposal. As part of the selection process, and in conjunction with other factors, the Department will consider all reasonable Tenant Improvements proposed which are conducive to the enhancement and successful operation of the clinic(s). Acceptance of proposal does not constitute approval of proposed Tenant Improvements, and all laws must be complied with before the successful Proposer will be permitted to commence construction of any Tenant Improvements, including any required compliance with the California Environmental Quality Act. A surety bond will be required prior to constructing any approved Tenant Improvements.

4.0 **TERMS AND CONDITIONS**

4.1 **TERM:**
Five (5) year Contract, with four One (1) Year extensions, exercised solely at the discretion of the City. Contract is cancelable by either party upon 60 days’ written notice.

The lease shall also include clauses that allow the City to terminate the lease upon default. Conditions that may constitute default are, but not limited to, the following:

a. Abandonment;
b. Unintended use of Premises;
c. Breach of Lease provisions;
d. Insolvency;
e. False statements;
f. Failure to open;
g. Failure to provide quality care for animals in their control.

4.2 RENT TO CITY
In consideration for the use of City property and equipment, the Contractor shall reimburse the City’s Animal Sterilization Fund for its costs and expenses quarterly as follows:

- Pay 5% of the City’s gross surgery.
- Pay 50% of net profit of mutually agreed upon Wellness Clinics (vaccine clinics) up to $15,000 per year.
- Pays 10% of gross public surgery revenue.

The above payments shall commence (90) days from the date services begins. All such payments shall be made to the Department of Animal Services. Payments and all back-up documents pertaining to verifying such payments should be sent to:

Department of Animal Services
221 North Figueroa Street, Suite 500
Los Angeles, CA 90012
Attention: Jeffrey S. Brill, Senior Management Analyst II

4.3 PRE-RELEASE PROGRAMS PARTICIPATION
Contractors must be willing and able to participate in Department Pre-Release Spay and Neuter Program of spaying and neutering dogs and cats eight weeks of age or older. Surgical sterilization includes: (a) a physical examination of the pet, (b) all vaccines that
are routinely required during hospitalization, (c) all after care including suture removal, licking problems, infections, and other normal procedures.

4.4 INDEPENDENT CONTRACTOR

The Contractor and his or her employees and/or agents shall be independent from the Department and City. The services provided under the Contract shall function as a separate and private operation. The Contractor and his or her employees and/or agents shall not represent themselves as being employed by the Department or City.

Both Parties hereto will be acting in an independent capacity and not as agents, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employee or agents of the other party for any purpose whatsoever nor shall the department exercise any control direction over the methods by which the Contractor performs its professional responsibilities in a competent, efficient and professional manner in accordance with accepted veterinary practice and consistent with the standards of the American Veterinary Medical Association.

4.5 STANDARD PROVISIONS FOR CITY CONTRACTS

This document constitutes many of the provisions of the Contract which the City would offer the successful proposer. It should be read carefully prior to submission of a proposal.

4.6 COST OF SUPPLIES, SERVICES AND PERSONNEL

The cost of setting up, staffing, maintaining and performing related services under the Contract shall be the responsibility of the Contractor. No extra charges shall be paid by the Department or the pet owner for dog, cat and rabbit spay and neuter surgery beyond those stated in the proposal and included in the Contract.

4.7 DEPARTMENTAL CONTRACT ADMINISTRATOR

A Department Contract Administrator will monitor the Contractor’s compliance with, and performance under, the terms and conditions of this Contract and will provide information to the Contractor in areas relating to policy and procedural requirements.
4.8 CODE OF ETHICS

The Contractor shall abide by the following code of ethics in providing services under the Contract.

4.8.1 General - The Contractor shall perform services in an ethical and lawful manner. The Contractor shall not utilize and medical or surgical techniques that are not approved by the American Veterinary Medical Association (AVMA) nor perform any services or acts pursuant to the Contract that the City is not authorized to do.

4.8.2 Communication Guidelines – Communication with the public shall be conducted in a positive, courteous manner.

4.8.3 Harassment or Abuse – The Contractor’s personnel shall not engage in any conduct which would harass, oppress or abuse any animal owner in connection with the services provided.

4.8.4 False or Misleading Representations – The Contractor's personnel shall not use any false, deceptive or misleading representation with regards to the services provided.

4.8.5 Treatment of the Public – All of the Contractor’s personnel who have contact with the public shall at all time treat the public with the utmost courtesy.

4.9 QUALITY CONTROL

4.9.1 Contractor Employee Acceptability – The Contractor shall immediately remove and replace any employee violating the terms and conditions of the Contract and upon request of the Department Contract Administrator.

4.9.2 Quality Control – The Contractor shall establish and maintain a quality Control Plan to assure that the requirements of the Contract are met. Elements may include but are not limited to: number of sterilizations performed by animal, by type of sterilization and by size of animal; number and type of other services performed; number of emergencies by animal by type of emergency; and, number of animals sent to private veterinarians for emergencies. A copy shall be provided to the Department Contract Administrator for review and approval on the Contract start date and as changes occur.
4.9.3 Quality Assurance – The Department Contract Administrator will evaluate the Contractor’s performance utilizing such procedures as may be necessary to ascertain Contractor compliance with this Contract including, but not limited to onsite inspections and written reports. The Contractor shall be required to immediately correct all deficiencies found by the Department.

4.9.4 Performance Evaluation Meeting – The Contractor shall meet with the Department Contract Administrator quarterly to discuss the services provided, problems that may have accrued and corrective action needed to be taken. Other meetings may be called either by the Department Contract Administrator or the Contractor, at a time and place that is mutually agreeable, to discuss emergency problems.

4.9.5 Physical Security – The Contractor shall be responsible for safeguarding any and all city property provided for the Contractor’s use. Contractor shall return all items received from the Department at the termination of the Contract.

4.9.6 Supplies and Materials – The Contractor shall order, purchase and maintain an adequate stock of all supplies and materials required for the performance of the services described herein. Supplies and materials shall be defined as perishable property and/or items which can be used only a limited number of times.

4.9.7 Management Information Report – The Contractor shall be required to provide to the Contract Administrator monthly reports by the 10th day after the end of the month, that summarize the services provided by the Contractor. The information should include but not limited to, the number of spay and neuter procedures performed daily on dogs, cats and rabbits,

a. selected for adoption by a member of the public prior to spay or neuter procedure.

b. The number of surgical complications reported each month and how each case was resolved.

The monthly report may serve as the monthly invoice statement.

4.10 CONTRACTOR’S RESPONSIBILITIES FOR USE OF THE CLINICS
4.10.1 The Contractor shall assure the cleanliness of the interior premises on a daily basis. This includes all operating rooms, examination rooms, cages, reception areas, hallways and entrances. The Contractor shall assure that the premises and all equipment therein is maintained in a clean and sanitary condition as provided for in Subsection (h) Section 4883 and Section 4854, Chapter 11 Veterinary Medicine. Article 1. Business and Professions code.

4.10.2 The Contractor shall correct safety deficiencies and violations of safety practices immediately and shall fully cooperate with the Department or any other City agency in the investigation of accidents occurring on the premises. In the event of injury to a person, the Contractor shall ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, the Contractor shall submit a City Form General No. 87 “Non-employee Accident or Illness Report.” If the Contractor fails to correct hazardous conditions which have led or in the opinion of the Department could lead to injury. The General Manager may immediately exercise the option to terminate the Contract for non-performance.

4.10.3 The Contractor shall not intervene in the operation of the Departments Animal Shelters.

4.10.4 The Contractor shall not store materials or substances in the clinic constituting an unnecessary, unreasonable or unlawful fire hazard or public health hazard.

4.10.5 The Contractor shall not display any sign or posters unless approved by the General Manager in advance in writing. The General Manager may require removal or refurbishment of any sign previously approved at any time.

4.10.6 The Department and appropriate City agencies shall have unrestricted and full access to the clinic facilities to make changes and alterations determined as appropriate.

4.10.7 The Contractor shall be responsible for the installation and maintenance of telephone and data service to the respective clinics if needed.

4.11 CITY RESPONSIBILITIES FOR USE OF THE CLINICS
4.11.1 The Department shall deliver all equipment in the Clinic to Contractor in proper operating condition. Any costs to deliver equipment in proper condition shall be borne by the Department. It is the sole responsibility of the Contractor to maintain the Clinic used by Contractor in good and working condition during those times when the Clinic is in use. All costs for maintenance of the Clinic to the standards of health and insurance shall be the responsibility of the Contractor. All equipment in the Clinic will be inspected and certified, by a licensed professional, and deemed in good operating condition by the Department prior to Contractor initiating surgical procedures in the Clinic. Contractor, upon termination of this Contract, will have all equipment inspected and certified by a licensed professional, and must be left in good operating condition as when delivered by the Department, reasonable wear and tear excepted, prior to vacating the Clinic.

4.11.2 The City shall provide the utilities of electrical power, water, heating and air conditioning and maintain the delivery systems thereof.

4.12 REMOVAL OF CONTRACTORS OWNED PROPERTY

The Contractor shall have seven (7) days after the termination of the Contract to remove any personally owned equipment, furnishings, materials and supplies remaining in the clinic shall be forfeited by the Contractor. The schedule of time(s) to access the clinic for the removal of the equipment, furnishings, materials, and supplies shall be made in advance with the General Manager.

4.13 PROHIBITION ON SUBLEASING

The Contractor shall not rent, assign, transfer, lease, or sub-lease the clinic or any portion of the clinic to any other person, corporation, agency or organization. The Contractor shall not permit any other persons, corporation, agency or organization to use or occupy the clinic or portion of the clinic.

4.14 FAITHFUL PERFORMANCE BOND

Before the execution of the Contract by the City, the Proposer shall file with the City, Surety Bonds satisfactory to the City in the amounts and for purposes stated in this RFP. Bonds shall be duly
executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. Bonds shall be issued by a Surety who is listed in the latest revision of U.S. Department of Treasury Circular 570, is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide Bonds in the amount required by the Contract. The Proposer shall pay all Bond premiums, costs, and incidentals. On Contracts estimated to be less than $2 million, Bonds may be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write Surety insurance within the State of California.

Each Bond shall be signed by both the Proposer and the Surety, and the signature of the authorized agent of the Surety shall be notarized. The Proposer shall provide two good and sufficient surety bonds. In the event the Proposer is approved for any Tenant Improvements, a "Payment Bond" (Material and Labor Bond) shall be for not less than one hundred percent (100%) of the Contract Price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the Work. The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the City, and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

The "Performance Bond" shall be for one hundred percent (100%) of the Contract Price to guaranty faithful performance of all Work, within the time period prescribed, in a manner satisfactory to the City, and that all materials and Workmanship will be free from original or developed defects. Should any Surety at any time be unsatisfactory to the City, notice will be given to the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the City. Changes in the Work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

5.0 CONTENT OF PROPOSAL

Each Proposer must demonstrate past and present ability to fulfill the requirements established by this RFP. Each Proposer is required to provide detailed information demonstrating an ability to comply with the specifications noted above in this RFP in Section 2.0, “Services to be Provided.”
Proposal must be in writing and include the following information or documentation in the order presented below:

5.1 **COVER LETTER**

Each proposal must be accompanied by a cover letter that contains a general statement of the purpose for submission and includes the following information:

5.1.1 Legal business status (individual, partnership, corporation, etc.), addresses, and telephone number of the Proposer.

5.1.2 Name, title, address and telephone number of the person or persons authorized to represent the Proposer in order to enter into negotiations with the City with respect to the RFP and any subsequent awarded Contract. The cover letter shall also indicate any limitation of authority for any person named.

5.1.3 The cover letter must be signed by a representative or officer of the Proposer. That representative shall have been authorized to bind the firm to all provisions of the RFP and any subsequent changes to the Contract if an award is made.

5.1.4 If the Proposer is a partnership, a general partner must sign the proposal in the name of the partnership thereof. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice-President and a secretary, treasurer or chief financial officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation.

5.1.5 All signatures must be original and in ink.

5.2 **QUALIFICATIONS AND BUSINESS PLAN OF THE PROPOSER:**

The following criteria will be considered in the selection of the successful Proposer:

5.2.1 Proposer must have at least five years of recent experience, or have principals (Veterinarians) in the organization who have five years experience, in high volume spay and neuter programs. The Department considers high-volume spay and
neuter programs to be are those programs that perform at least 40 sterilization surgeries per day.

5.2.2 Proposer shall submit a detailed pro forma Business Plan for the operation of the proposed business for five years.

5.2.3 Proposer must be capable of organizing, staffing and performing the volume of surgical sterilizations on cats and dogs at an average surgical rate of:

- Male cats 3 minutes
- Female cats 12 minutes
- Male dogs 10 minutes
- Female dogs 15 minutes

5.2.4 Proposer must be capable of performing prepubescent sterilization surgeries on dogs and cats.

5.2.5 The business plan proposed must reflect the overall goals of the Department and should demonstrate an interest in assisting with the Departments’ goals.

5.2.6 Provide a list of references for the last five years.

5.2.7 Have a licensed staff including veterinarians and registered veterinarian technicians that are licensed by the California Board of Veterinary Examiners. Submit copies of licenses.

5.2.8 The Contractor will be required to maintain current licenses from the Board of Consumer Affairs, the Drug Enforcement Administration (DEA), and any other regulatory agencies requiring licensure. All licenses requiring display will be displayed in a designated area as prescribed by law. Copies of licenses currently held should be submitted.

5.3 ADDITIONAL DATA:

Any other relevant information the Proposer believes essential to assist in the evaluation of the proposal shall be clearly stated. If there is no additional data the Proposer wishes to present, this section will consist of the statement, “There is no other data we wish to present.”

5.4 MANDATORY CITY REQUIREMENTS:
Paragraphs 5.4.1 through 5.4.12 describe mandatory City requirements with which Proposer must comply in responding to this RFP and in Contracting with the City. You may access more detailed information and the forms which must be completed and returned with your proposal at the Bureau of Contract Administration website www.lacity.org/bca.

5.4.1 CITY CONTRACTS HELD WITHIN THE LAST TEN (10) YEARS:

A list of all City Contracts, including leases, held by the Proposer within the past ten (10) years, specifying the following information and labeled (Exhibit 3):

- The City entity or department that administered the Contract,
- the lease/Contract number, the dollar amount of the Contract, dates and periods during which the Contract was in effect, and a short description of the lease specifications provided.

5.4.2 INFORMATION ON BUSINESS LOCATIONS AND WORKFORCE

It is the policy of the City of Los Angeles to encourage businesses to locate or remain in the City. Therefore, the City Council requires all City departments to gather information on the headquarters address and certain information on the employees of the firms Contracting with the City (Council File No. 92-0021). The following information is to be included in each proposal and labeled (Exhibit 4):

- The headquarters address of Proposer’s firm and the total number of people employed by the firm, regardless of work location.
- The percentage of the Proposer’s total workforce employed within the City of Los Angeles and the percentage residing in the City.
- The address of any branch offices located within the City of Los Angeles and the total number employed in each Los Angeles branch office.
The percentage of the workforce in each Los Angeles branch office that is employed within the City and the percentage residing in the City.

5.4.3 STATEMENT OF NON-COLLUSION

With each proposal, a statement shall be submitted and signed and labeled (Exhibit 5) by the Proposer under penalty of perjury that:

The proposal is genuine, not a sham or collusive.

The proposal is not made in the interest or on behalf of any person not named therein.

The Proposer has not directly or indirectly induced or solicited any person to submit a false or sham proposal or to refrain from proposing.

The Proposer has not in any manner sought by collusion to secure an advantage over any other Proposer.

5.4.4 MINORITY BUSINESS ENTERPRISE AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM (MBE/WBE) AND OTHER BUSINESS ENTERPRISE (OBE) OUTREACH REQUIREMENTS

It is the policy of the City to provide Minority Business Enterprises, Women Business Enterprises, and Other Business Enterprises (MBEs/WBEs/OBEs) an equal opportunity to participate in the Contractual process. All Proposers are strongly encouraged to make an effort to include members of these groups in any subContracting work to be performed if awarded the Contract. Information regarding this policy can be found at the website www.lacity.org/bca.

5.4.5 NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES ANDAFFIRMATIVE ACTION POLICIES

Proposer awarded a Contract pursuant to the Request for Proposal must comply with the Nondiscrimination Policy, Equal Employment Practices and Affirmative Action Program set forth in the Los Angeles Administrative Code Section 10.8, et seq. For every Contract with or on behalf of the City
for which the consideration is in excess of $5,000, the Contractor must sign and submit with their proposal a Nondiscrimination, Equal Employment Practices and Affirmative Action Certification Declaration, Composition of Total Work-force Report, and a signed version of one of the following affirmative action plans: a) a trade association affirmative action plan; b) the Proposer’s own affirmative action plan which meets all the requirements of the City’s Affirmative Action Program; or c) an executed copy of the Los Angeles City Affirmative Action Plan. Proposers should refer to the website http://lacity.org/bca/OCC_MWD_Application.pdf for additional information, forms and instructions.

5.4.6 SERVICE CONTRACT WORKER RETENTION AND LIVING WAGE ORDINANCES

The Service Contract Worker Retention Ordinance (Los Angeles Administrative Code, Section 10.36 et seq.) and the Living Wage Ordinance (Los Angeles Administrative Code, Section 10.37 et seq.) provide that all employers (except those specifically exempted) under Contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of $25,000 and a Contract term of at least three (3) months, or certain recipients of City financial assistance, shall comply with provisions of said Ordinances. Proposers should refer to the Bureau of Contract Administration website at http://lacity.org/bca/lw_pdf_files/eiLW6.pdf for further information. Sign and submit document (Exhibit 6).

5.4.7 EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, any Contract award pursuant to the RFP is subject to the Equal Benefits Ordinance, Los Angeles Administrative Code Section 10.89.2.1 et seq., which applies to Contracts in excess of $5,000 and requires that Contractors provide the same benefits to domestic partners of employees that are provided to spouses of employees. Proposers must complete and return with their proposal, a Certification of Compliance Form and, if appropriate, the Reasonable Measures Certification or the Substantial Compliance Certification. and labeled (Exhibit 7) Proposers should refer to the Bureau of Contract Administration website
5.4.8 INSURANCE

If awarded a Contract, the Proposer(s) will furnish the City evidence of insurance coverage as listed in Appendix A, Standard Provisions for City Contracts (10/03), and submitted as Exhibit 8 entitled Insurance Requirements. Details regarding insurance requirements are in the Standard Provisions for City Contracts, and may be accessed at the City Attorney website www.lacity.org/atty/. NOTE: Requirements shall be included in RFP, but are under review by Risk Management.

5.4.9 CHILD SUPPORT ASSIGNMENT ORDERS

Proposers are advised that any Contract awarded pursuant to this RFP will be subject to the applicable provisions of Los Angeles Administrative Code Section 10.10, Child Support Assignment Orders. Proposers shall access the website www.lacity.org/atty/ for further information and must submit with the proposal the Certification of Compliance with Child Support Obligations contained therein and labeled (Exhibit 9).

5.4.10 CONTRACTOR RESPONSIBILITY ORDINANCE

Every Request for Proposal, Request for Bid, Request for Qualifications or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Ordinance.

This Ordinance requires that all Proposers complete and return, with their response, the responsibility questionnaire for service Contracts and labeled (Exhibit 10). This questionnaire, and additional information about the ordinance, may be accessed at the Bureau of Contract Administration’s website www.lacity.org/bca. Failure to return the completed questionnaire may result in the Proposer being deemed non-responsive.

The Ordinance also requires that if a Contract is awarded pursuant to this lease, that the Contractor must update responses to the questionnaire, within thirty calendar days,
after any changes to the responses previously provided if such change would affect Contractor’s fitness and ability to continue performing the Contract.

Pursuant to the Ordinance, by executing a Contract with the City, the Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in performance of the Contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. Further, the Ordinance requires each Contractor to: (1) notify the awarding authority within thirty calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with Section 10.40.3 (a) of the Ordinance; and (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated Section 10.40.3 (a) of the Ordinance.

5.4.11 AMERICANS WITH DISABILITIES ACT

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. Proposers awarded a Contract through this RFP must comply with the Americans With Disabilities Act and execute a certification regarding compliance with the Americans with Disabilities Act prior to the execution of a Contract and documents must be submitted and labeled (Exhibit 11).

5.4.12 SLAVERY DISCLOSURE ORDINANCE

Proposer is required to complete and return the Affidavit Disclosing Slavery Era Participation, Investments or Profits only if the Proposer is selected pursuant to this RFP. The material is available through the Bureau of Contract Administration website identified above and documents must be submitted and labeled (Exhibit 12).

6.0 DISPOSITION OF PROPOSALS

All proposals submitted in response to this RFP will become the property of the City and will be a matter of public record. Proposers must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.).
Any Proposer claiming such an exemption must identify the specific provision of the Public Records Act that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under said Act. Any Proposer claiming such an exemption must also state in its proposal that the Proposer agrees to defend, indemnify and hold harmless the City and its officers and employees, from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefore.

Any Proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act.

7.0 ADMINISTRATIVE GUIDELINES FOR SUBMITTAL

The City of Los Angeles requires that all Contractual proposals adhere to the following guidelines:

7.1 Acceptance of Terms and Conditions

The submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions set forth herein.

7.2 Proposals must be typewritten, and in English.

7.3 Proposals should be prepared simply and economically, avoiding the use of unnecessary promotional materials.

7.4 Proposals should be typed on recycled paper in black print, be stapled not bound, without three-ring spiral or plastic binders, without card stock or colored paper and include one (1) original and five (5) copies. If received by the filing deadline, none of these materials will be returned to the sender. If received after the filing deadline, the proposal will be returned to the sender unopened.

7.5 Proposals must be enclosed in a single, sealed package plainly marked with the words “Proposals to Lease and Operate a Spay/Neuter Veterinary Clinic for the Department of Animal Services.”

7.6 The RFP and the resulting proposals, or any part thereof, may be incorporated into and made a part of the Contract. The City
reserves the right to further negotiate the terms and conditions of
the Contract with the selected Proposer(s). The City also reserves
the right to withdraw this RFP at any time, to reject all proposals, to
reject any proposal for noncompliance with RFP provisions, or to
choose not to award a Contract if such action is determined to be in
the best interest of the City and to waive any informality in the
process when to do so is in the interests of the City.

7.7 Withdrawal of Proposal

A Proposer may withdraw a submitted proposal in writing at any
time prior to the specified due date and time. Faxed withdrawals
will be accepted. A written request to withdraw, signed by an
authorized representative of the Proposer, must be submitted to the
Department at the address specified herein for submittal of
proposal. After withdrawing a previously submitted proposal, the
Proposer may submit another proposal at any time up to the
specified submission deadline. All proposals submitted and not
withdrawn prior to the end of the submission deadline shall be firm
and may not be withdrawn after the submission deadline for a
period of one hundred twenty (120) days following the deadline for
submission of proposals specified in this RFP.

7.8 Cost of RFP

The Proposer understands and agrees that the City is not
responsible for any costs incurred by the Proposer in responding to
this RFP. Proposers who respond to this RFP, including possible
attendance at a post-submission interview of Proposer, do so solely
at their own expense.

8.0 SUBMISSION OF PROPOSAL

8.1 SUBMISSION DEADLINE

The original proposal and five (5) complete copies must be hand or
courier delivered by **November 27, 2006 at 3:00 p.m. (Pacific
Time)** to the following address:

Department of Animal Services
221 North Figueroa Street, Suite 500
Los Angeles, CA 90012
Attention: Jeffrey S. Brill,
Senior Management Analyst II
(213) 482-9527
The outside of the sealed package containing material regarding this RFP must contain the following designation:

PROPOSAL FROM: (NAME OF PROPOSER)  
TO OPERATE SPAY/NEUTER VETERINARIAN CLINIC  
IN A PORTION OF THE SOUTH LOS ANGELES AND/OR  
NORTH CENTRAL LOS ANGELES ANIMAL SHELTERS.

8.2 RESPONSIBILITY FOR TIMELY SUBMITTAL OF PROPOSAL

Persons who hand deliver proposals will be issued a “Notice of Receipt of Proposal.” All proposals submitted will be marked with a time and date stamped. Timely submission of proposal is the sole responsibility of the Proposer. No fax or e-mail proposals will be accepted.

Late proposals will not be considered for Contract award. All proposals hand delivered after 3:00 p.m. on the due date will be returned to applicants. The City reserves the right to determine the timeliness of all proposal submissions.

Postmarks will not be considered. It is solely the responsibility of the Proposer to ensure that the proposal is received on time.

8.3 QUESTIONS AND/OR INFORMATION

For general information and technical questions regarding the process of the RFP, please feel free to contact Mr. Jeffrey Brill at 213 482-9527.

8.4 PROPOSERS’ PRE-PROPOSAL CONFERENCE

To discuss any concerns or answer any questions relative to the proposal, a Proposers’ Pre-Proposal Conference will be held by representatives of the City on November 9, 2006 at 3201 North Lacy Street, Los Angeles, CA 90012, at 10:00 a.m. and at 3612 11th Avenue, Los Angeles, CA 90018, at 1:00 p.m. A tour of the site(s) will be conducted after the proposers’ conference. All Proposers are strongly encouraged to attend the Pre-Proposal Conference. Please allow approximately four hours to complete the entire process at both locations.

8.5 FORMAT OF PAGE

24
Type must be 12 point or larger on 8 ½” x 11” paper, margins of one inch on all sides, single-spaced. Typing must be on one side of page only.

9.0 PROHIBITION OF COMMUNICATION DURING RFP EVALUATION PERIOD

After the submittal of proposals and continuing until a Contract has been awarded, all City personnel involved in the project will be specifically directed against holding any meetings, conferences or technical discussions with any Proposer except as provided in the RFP. Proposers shall not initiate communication in any manner with City personnel regarding this RFP or the proposals during this period of time, unless authorized, in advance, by the selection committee. Failure to comply with this requirement will automatically terminate further consideration of that firm’s or individual’s proposal.

10.0 EVALUATION PROCESS AND CRITERIA

10.1 REVIEW OF PROPOSALS

Staff will review all proposals to determine if they meet the minimum requirements contained in this RFP. Each proposal that has met the minimum requirements will be scored as specified below. The Department may request additional information to clarify a submitted proposal. A selection panel may be convened to interview the Proposers whose proposals have met the minimum requirements, and will recommend approval and award of a Contract.

10.2 SCORING OF PROPOSALS

All responses submitted will be evaluated by a committee comprised of representatives from the Department of Animal Services and other appropriate City experts to assist in the evaluation process. The City reserves the right to use such other criteria as may be deemed appropriate in evaluating the proposals, even if such criteria are not stated in the RFP. The proposal will be rated according to the following criteria as it relates to Section 2.0 above. Each category will be rated based on a point scale as shown below. Proposals will be ranked based on their respective aggregate scores with a perfect score being 100. A proposal may be disqualified in the event it does not warrant the minimum score for any of the individual categories:
20 points – Costs of Proposer’s plan for providing the services identified.

20 points - Quality and completeness of Proposer’s Business Plan for providing the services identified as described in Section 5.2 above, including the demonstrated willingness and ability to work in low-income areas of the City to provide services to those low-incomes areas.

20 points – The relevance of prior experience of the Proposer, including the ability to professionally represent the City of Los Angeles.

20 points – Number of sterilizations that will be done at low or no cost to the City and days of operations.

10 points – Qualifications of the Proposer and assigned staff.

10 points – Demonstrated ability to plan for and meet the financial requirements for providing the service.

In addition, Proposers may be required to make a brief oral presentation. Proposers should be prepared to respond to any questions on their respective proposal.

11.0 AWARD OF CONTRACT

The best proposal will be recommended by the General Manager for award by the Board of Animal Services Commissioners. Award of the Contract is subject to approval of the Mayor and the City Council. The Proposer to whom a Contract is awarded shall be required to enter into a written lease Contract with the City of Los Angeles in a form approved by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final lease Contract. However, the City reserves the right to further negotiate the terms and conditions of the Contract with the selected Proposer.

The “Standard Provisions for City Contracts” (Rev.10/03), Appendix A, will be incorporated and made part of the final Contract.

12.0 CONTRACTOR EVALUATION PROGRAM

When the term of the Contract has concluded pursuant to this RFP, the City will conduct an evaluation of the Contractor’s performance. The City
may also conduct evaluations of the Contractor’s performance during the term of the Contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the Contract. A Contractor who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other Contracts.

13.0 BUSINESS TAX REGISTRATION CERTIFICATE

The selected Proposer(s) will be required to demonstrate compliance with the City’s business tax laws by acquiring/maintaining one of the following: Business Tax Registration Certificate; Vendor Registration Number; or Certificate of Exemption. The Certificate or Registration Number must remain in force during the entire period of the Contract.

14.0 PROPOSAL CHECK LIST

All documents listed must be included with your proposal.

14.1 FORM/DOCUMENT DESCRIPTION

- One (1) Original and Five (5) Copies of the Original Proposal and Related Documents, including, but not limited to:
  - Cover Letter with Appropriate Signatures (RFP Page 4)
  - Qualifications and Business Plan of the Proposer—Include all referenced information (RFP Page 5).
  - Statement Regarding Additional Data (RFP Page 6).
  - City Contracts Held Within Past Ten (10) Years (RFP Page 6) – EXHIBIT 5
  - Business Locations and Workforce Information (RFP Page 7) – EXHIBIT 6
  - Statement of Non-Collusion With Appropriate Signatures (RFP Page 7). Form – EXHIBIT 7
- Service Contractors Workers Retention and Living Wage Ordinance Declaration of Compliance (RFP Page 9) – EXHIBIT 8
- Equal Benefits Ordinance Compliance Form(s) (RFP Page 9) – EXHIBIT 9
- Insurance requirements (RFP Page 10) – EXHIBIT 9
- Certificate of Compliance with Child Support Obligations (RFP Page 20) – EXHIBIT 11
- Contractor Responsibility Questionnaire and the Pledge of Compliance With Contractor Responsibility Ordinance (RFP Page 20) – both are in EXHIBIT 12
- Americans With Disabilities Act (RFP Page 21) - EXHIBIT 13
- Slavery Disclosure Ordinance (RFP Page 21) - EXHIBIT 14
- Statement Regarding California Public Records Act (If Proposer Claims Any Exemption) (RFP Page 21).
APPENDIX A

Area
EXHIBIT 1

LOCATION MAP(S)
EXHIBIT 3

EQUIPMENT LIST (S)
EXHIBIT 4

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT
APPENDIX B

STANDARD PROVISIONS FOR CITY CONTRACT
EXHIBIT 5

CITY CONTRACTS LAST 10 YEARS
<table>
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<tr>
<th>Branch Offices Located Within the City of LA</th>
<th>Number Employed</th>
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EXHIBIT 7

STATEMENT OF NONCOLLUSION
EXHIBIT 8

SERVICE CONTRACT WORKERS RETENTION AND LIVING WAGE ORDINANCES
EXHIBIT 9

EQUAL BENEFITS ORDINANCE
EXHIBIT 11

CERTIFICATE OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS
EXHIBIT 12

CONTRACTORS RESPONSIBILITY ORDINANCE
EXHIBIT 14

SLAVERY DISCLOSURE ORDINANCE
Report to the Board of Animal Services Commissioners
Edward A. Boks, General Manager

COMMISSION MEETING DATE: October 23, 2006

REPORT DATE: October 20, 2006

PREPARED BY: Jeffrey S. Brill, Senior Management Analyst II


BOARD ACTION RECOMMENDED:
That the Board authorize the General Manager to execute a Personal Services Agreement with Erica Meadows for an amount not to exceed $18,000 to provide consulting services in evaluating and improving for the Volunteer Program.

BACKGROUND / HISTORY:
The Department of Animal Services has a Volunteer Program staff that assists the public in six animal service centers, as well as supplementing staff at Mobile Pet Adoption events, Super Adoption events, and special events. Volunteers are required to volunteer a minimum of 8 hours per month, but are encouraged to volunteer as often as they wish. For shelter volunteers the positions and times are flexible and based on their own availability during the shelter hours of operation. Volunteers are asked to participate in at least one mobile adoption event a month and be available for the super adoption events four times a year.

The Volunteer Program has evolved and grown since its inception and it maybe necessary to refine and modify the entire Volunteer Program to match the goals of the Department and also to adjust to the Department’s quick growth. The Volunteer Program is lacking structure, there is great turnover and low retention of volunteers. An analysis of the current Volunteer Program and structure by an expert in a successfully running Volunteer Program shall result in detailed written recommendations with a focus on enhancing all aspects of the volunteer program.

PROPOSED SCOPE OF WORK:
The term of this agreement will be for 400 hours in which Erica Meadows will provide consulting services for the Volunteer Program. Consultant will evaluate and analyze the current program, provide and discuss written recommendations with the Department, and re-write the Volunteer Handbook to reflect the new policy and procedures based upon the accepted recommendations. The services will be broken down into three stages. Stage 1 – Evaluate and analyze current volunteer program/structure: approximately 200 hours; Stage II – Provide recommendations: approximately 80 hours; Stage III – implementation of recommendations: approximately 120 hours. Contractor shall be compensated at a rate of $45 per hour. The City shall pay the contractor an amount not to exceed $18,000 for complete and satisfactory performance of the terms of the agreement.

The following is taken directly from the proposed agreement:

I. Evaluate, analyze and provide a clear and useful written evaluation and summary analysis to the Department regarding current volunteer programs and structure, including but not limited to:

a. Attend and review orientations at the current shelters to determine how volunteers are utilized, their roles, and look at the quality of training, motivating volunteers to return, ability to communicate ways a volunteer can be vested and make a difference, ways to excite volunteers, consistency in training, delivery of liaisons and their ability to answer questions and ability/desire to relate and work with volunteers.

b. As the new/renovated shelters come on-line, visit the new shelters and help determine benefits to volunteers and their programs.

c. Meet with all LAAS volunteer staff and current liaison at each shelter to determine current strengths and weaknesses, consistency, goals, and needs of the program.

d. Meet with ACT’s at shelters to determine needs and issues within the volunteer program as it relates to their work and to create ways to make the volunteer-staff relationship mutually cooperative and respectful.

e. Review all department written materials and methods of communication with volunteers in looking for consistency in program, policies and procedures as well as effective or ineffective communication.

f. Conduct a detailed anonymous survey with current volunteers to help assess effectiveness of volunteer program from the volunteers’ standpoint, areas of support/opportunity desired by volunteers, how volunteers feel the staff-volunteer relationship works overall.

g. Be on-site at various shelters to meet with volunteers 1-on-1, offering anonymity and to determine their sense of value, attitudes, roles, activities, and oversight.
h. Review current methods of recruitment, retention and motivation commencing from the initial orientation through various programs and recognition events.

i. Review all current policies and procedures, volunteer handbook, and position descriptions to see if the policies and procedures are clear, if there are detailed job descriptions with physical requirements listed, and assess policies on progressive discipline and termination.

j. Consider Risk Management policy and procedures that should be included in position descriptions, duties, and training to help limit LAAS’ liability.

k. Evaluate current system of tracking volunteer hours and activities.

l. Review all training programs and levels of advancement for volunteers with an eye to creating consistent training programs that truly prepare volunteers to do each job capably and effectively; to create new training programs that allow volunteers to take on more advanced roles if approved for those programs and properly trained - i.e. Adoption Counselor, Greeter, Orange Dot; and, to fulfill roles and assume tasks most beneficial to LAAS’ staff and needs.

m. Analyze the Adoption Counselor Volunteer Program and the Mobile Program determine ways for this to run more effectively with both staff and volunteers working together; focus on customer service, proper selection of a pet, selection of participating volunteers and ongoing training.

n. Evaluate current level of training/requirements to ensure outstanding customer service skills for volunteers working with the public.

o. Establish opportunities for volunteer liaison to better know the volunteers and what their talents and abilities are to best utilize them.

p. Scope of work may be modified based on mutually agreed upon written instructions by the Department and Consultant.

II. Provide detailed written recommendations in a new Volunteer Handbook format that can be used by the Department both by staff and volunteers that clearly states the duties and responsibilities of the volunteers on how to interface with the Shelter staff. In addition, the Volunteer Handbook would also focus on enhancing all aspects of the volunteer program, including but not limited to:

a. Orientations, volunteer training, risk management, recruitment, retention and motivation, volunteer involvement, stress alleviation of the dogs through volunteer training, thus creating an environment with “more adoptable” dogs, and recognition programs. Create new written materials as part of the new Volunteer Handbook outlining ways to enhance the volunteer program section of the website. Provide recommendations to improve customer service and the Orange Dot Program.
b. The recommendations will be geared towards improving/creating volunteer programs and developing better trained, motivated and vested volunteers who will quickly learn that they can make a positive difference at the shelter of their choice. In addition to more vested and better trained volunteers other benefits include: an enhanced environment for the dogs; improved customer service; higher volunteer retention rates; dogs being adopted more quickly; appropriate family matches to help ensure a lifelong commitment; and an improved image from adopters and volunteers to assist with LAAS’ public image.

III. Work on implementing approved recommendations which may include but not limited to:

a. Provide on-site training at each shelter.
b. Create an entirely new volunteer orientation working with liaisons and Volunteer Staff.
c. Offer coordination as needed with LAAS Volunteer staff.
d. Oversee new programs for ongoing assessment of progress and conduct initial training programs as needed.
e. Re-write the New Volunteer Handbook to reflect the accepted recommendations.
f. Conduct or provide a Resource Survey to determine how volunteers might be able to help with various events, fundraising, and training.
g. Establishing consistent policies and procedures that will be contained in the new Volunteer Handbook.
h. Commence stress alleviation programs for dogs/volunteers.

FISCAL IMPACT:
The Department will use $18,000 from Fund 100, Account 3040-Contractual Services, to pay for these services. Payment will be broken down into three stages. Stage I - no more than $9,000, Stage II no more than $3,600, Stage III no more than $5,400.

Approved:

Edward A. Boks, General Manager

BOARD ACTION:
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<th>Decision</th>
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<td>Passed with noted modifications</td>
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