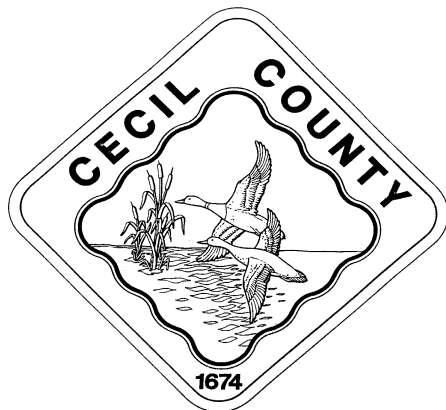


CECIL COUNTY GOVERNMENT
BOARD OF COUNTY COMMISSIONERS
OF
CECIL COUNTY, MD

REQUEST FOR PROPOSAL
RFP 09-05

REQUEST FOR PROPOSAL:

ANIMAL CONTROL
SERVICES



Cecil County Government
BOARD OF CECIL COUNTY COMMISSIONERS

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I. PURPOSE:

The Cecil County Government is requesting proposals and/or presentations for a high standard of “Animal Control Services” pursuant to the Maryland Annotated Code; Article 24/ 11-504 and Chapter 209 of the Cecil County Code and according to specifications as stated within the Scope of Work from qualified firms, individuals, etc. having specific experience identified in the Request for Proposal (RFP).

Currently, by contract, the Board delegates to an animal control service provider the Board’s power to administer, implement and enforce the rules and regulations concerning “dogs and other animals” found in Chapter 209 of the County Code. The animal control service provider shall act at all times as an independent contractor and not as a governmental agency or department of the Cecil County Government.

II. OBJECTIVE:

The objective of this Request for Proposal (RFP) is for Cecil County Government to select a Respondent to coordinate, set-up and operate an Animal Control Service for the Cecil Government. It is the intent of the Cecil County Government to execute a contract with the most qualified team/organization that presents an economically viable proposal. The composition of the Respondent’s organization and service they would provide, along with a price, shall be clearly defined and stated with the proposal. Past experience and qualifications of the organization shall be detailed in the proposal.

III. INQUIRIES:

All inquiries, questions, etc. concerning the RFP shall be forwarded to Pamela Lowe, Purchasing Assistant, by e-mail (plowe@ccgov.org / cc dpyle@ccgov.org) or call 410-996-5396 or mail requests to the Purchasing Office, 200 Chesapeake Blvd, Suite 1400, Elkton, Maryland 21921. All questions shall be in writing. Any changes to the RFP will be in writing, documented and forwarded to all participating vendors of the RFP as soon as possible. Major changes, or an excessive number of changes, may result in cancellation of the existing RFP.

IV. METHOD OF SOURCE SELECTION:

The Cecil County Government is required to adhere to the Code of Cecil County, Section 183; Purchasing, concerning good public purchasing practices. All available information may be reviewed on the Cecil County Government website (www.ccgov.org).

V. PROPOSAL SUBMITTAL REQUIREMENTS:

Prospective packages shall be submitted in a sealed envelope clearly marked in the lower left-hand corner “**RFP 09-05; Animal Control Service**” no later than **1:30 pm on March 26, 2009**. No proposal will be accepted after 1:30 P.M. and all proposals shall be delivered to the Purchasing Office, 200 Chesapeake Blvd, Suite 1400, Elkton, Maryland 21921. All material submitted will become the property of the Cecil County Government and the only information available at the proposal opening will be the names of vendors submitting proposals. No facsimile of proposals will be accepted.

A **Pre-Proposal** meeting will be held at the Cecil County Administration Building, 200 Chesapeake Blvd, Elkton, MD 21921 on **March 2, 2009 at 1:30 pm** in the Perryville Conference Room. It is highly suggested that **ALL** vendors submitting proposals attend this meeting. It is requested that Respondents prepare their questions in writing and submit them to the Purchasing Agent prior to the conference.

VI. EXAMINATION OF DATA

Before submitting proposals, prospective vendors shall carefully examine the Proposed Contract Documents, acquaint themselves with all governing laws, ordinances, etc. and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the vendor has so familiarized himself and, therefore, no concession will be granted by the County because of any claim of misunderstanding or lack of information. Vendors are expected to read and study all specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by vendors should be reported promptly to the County for correction or interpretation before the date of the opening of the proposal.

VII. DETERMINATION OF RESPONSIBILITY:

CERTIFICATION OF VENDOR'S QUALIFICATIONS

All applicable questions must be answered and included with the RFP. The data given must be clear and comprehensive. A copy of the Vendor's State of Maryland License or required applicable license **shall** be attached to this form. Information concerning this license can be obtained from Cecil County Clerk of the Court's Office at (410) 996-5373. You can also receive information necessary for corporations to do business in the State of Maryland from the State of Maryland Sales and Use Tax Division. Ask for a Corporation Qualifying Package at (410) 225-1340. All vendors shall ensure they are qualified to do business within the State of Maryland. **Businesses established outside the State of Maryland must be qualified as a Foreign Business to be eligible to provide service within the State of Maryland.** Questions concerning Foreign Businesses may be referred to (410)-767-1170.

1. Name of Contract: **ANIMAL CONTROL SERVICES**
2. Contract No.: **RFP #09-05**
3. Name of Vendor: _____
4. Vendor's Federal Employee I.D. No.: _____
5. **State of Maryland License No.:** _____
6. State of Maryland Control No.: _____
7. Business Address: _____

8. When Organized: _____
9. Where Incorporated: _____
10. **Foreign Business No.:** _____
11. Has the Vendor paid any sales tax on the equipment to be used on the project? Yes _____
No _____
12. If so, at what rate was the sales tax paid? _____
Percent to State of _____
13. How many years has the vendor been engaged in this business under your present firm name?

14. Have you ever refused to sign a contract at your original RFP/Proposal?
Yes _____ No _____
15. Have you ever defaulted on a contract? Yes _____ No _____
Remarks: _____
16. Will you, upon request, furnish any other pertinent information that Cecil County Government may require? Yes _____ No _____
17. Do you assert that you qualify under definition of "Local Bidder" under Cecil County Code Section 183-21? Yes ___ No__ (If yes, attach appropriate documentation)
18. Does your business maintain a regular place of business in the State of Maryland (Resident) _____ or would your business be considered Non-Resident _____?
Dated this _____ day of _____, 2009.
19. Has the vendor or firm ever been disbarred, suspended or otherwise prohibited from doing work with the federal government. Yes _____ No _____
(If yes, explain _____)

With the submission of this certification, the vendor thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

(Name of Vendor)
By: _____
Title: _____

VIII. VENDOR CERTIFICATION

The above statements are certified to be true and accurate and we have the equipment, labor, supervision and financial capacity to perform this Contract.

Dated at _____ this _____ day of _____, 20__.

By: _____

(Title of Person Signing)

(Name of Organization)

State of _____

County of _____, ss.

_____ being duly sworn, states he is _____ of
(Office)

_____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____ 20__.

Notary Public

(My Commission Expires: _____)

(NOTARY SEAL)

IX. SCOPE OF WORK:

GENERAL CONCEPTS

All proposals will be initially reviewed for compliance with the Scope of Work. Proposals shall meet all said requirements to advance in the procurement process. The following general minimal requirements shall be used to formulate the vendor's proposal:

Proposed duties of the animal control provider under a new contract

- The animal control provider shall keep and retain information as prescribed in the contract for a period of not less than three (3) years;
- The animal control provider shall possess a sufficient structure to provide shelter and care for animals;
- The animal control provider shall provide a report to the Board as set forth in the contract;
- The animal control provider shall prepare and submit to the Board on or before the first day of February of each year a detailed annual budget request for the amounts required for the animal control operation of the period during the ensuing fiscal year, including the amount necessary to comply with its obligations pursuant to the contract ;
- In addition to discharging all the legal obligations of the Board under Chapter 209, the provider shall respond to all complaints with regard to at-large animals and/or animals causing a nuisance within a reasonable time period and as specified in the contract, excluding weekends and holidays. Notwithstanding foregoing language, if a call or complaint is received to an emergency, the provider shall respond promptly as possible, no later than four hours after receipt of said call or complaint. An emergency shall be defined to involve a vicious or dangerous animal that has been trapped or contained on property other than the property of the owner of said animal, and said animal is causing a nuisance because of its presence on the premises where it is located. The contractual service provider is required to keep a written record of each such emergency complaint and shall maintain a written report with regard to its response and action taken concerning each such complaint. It is also required to forward a response and report to the complaining party within two weeks of receipt of a complaint.

Staffing requirements

- The animal control service provider shall maintain a staff of at least (2) two full time equivalent animal control agents who shall work a minimum of forty hours (40) per week, each, enforcing the Board's animal control ordinance and other State of Maryland laws pertaining to animal control in Cecil County. Each agent shall keep a complete record of all activities performed. Staff shall possess and maintain all requisite certifications and licensing.

Prosecution of violations

- Staff shall participate in the prosecution of all persons and parties who violate laws pertaining to animal control in Cecil County and the State of Maryland.

Audits

- The animal control provider shall have an independent audit of the animal control contract services conducted in accordance with generally accepted auditing standards annually and shall provide the results of same to the Board, with the first audit being performed within six (6) months of the end of the contract year.

Housing, feeding and costs of animals received by the animal control provider

- The animal control provider shall house and feed all stray animals and other animals that it receives pursuant to the terms of the contract until either redeemed, destroyed or adopted at no additional expense to the Board other than the costs of housing and feeding animals for the first five (5) days after acceptance or gaining possession of said animal. The first five (5) days of housing and feeding said animal shall be paid for from funds received from the Board. All animals shall become the responsibility of the animal control provider when received.

Retention of information-recordkeeping

The animal control provider shall keep and retain the following information for a period of not less than three (3) years:

- The licensing, impoundment and disposition of all animals with which it has contact;
- All animal complaints and incident reports including the report of what action was taken with regard to each such complaint or incident and the date such action was taken;
- All reports of animals biting humans, together with a notation as to what agency the party submitting the report was referred to and when police or County Health Department requests service provider assistance and involvement, the results in each such case and, when appropriate, prosecution with regard to each such case;
- All records concerning prosecution of any alleged violator of Chapter 209 of the County Code;
- The amount, date received and source of all animal control funds received by the service provider from any source including license fees, redemption fees and fines other than private charitable donations and gifts made to the service provider. All animal control revenue received pursuant to the terms of this contract shall be clearly marked and separately calculated; and
- All animal control expenses related to the duties of the service provider pursuant to this contract shall be clearly marked and shall be separately calculated.

Insurance

- The animal control service provider shall agree to keep in force, at their own expense, liability insurance in the minimum amount of one million dollars (\$1,000,000). The animal control provider shall provide to the County a certificate of liability insurance certifying general liability insurance coverage in an amount of at least one million dollars.

Other requirements

- Zoning, DPW and Health Department requirements shall be met including providing adequate parking

The above represents the basic terms of the present contract with some minor changes. It is anticipated that if a change is made to a new service provider, that the contract will be restructured and new terms and provisions may be added.

ISSUES TO BE ADDRESSED IN THE RFP

The following items must be addressed in the RFP submission. It is important to ensure that the information provided refers specifically to the terms of the scope of work mentioned previously and to the criteria outlined below. All submissions will be assessed solely on the information provided in response to the stated criteria. The submission should be in narrative form and additional information providing further details may be attached.

1. Experience in the last five (5) years in providing similar services.
 - Demonstrate evidence of recent experience in providing these services.
 - Provide specific examples of the location and nature of such facilities and include details of the operation. Examples of operation detail include a demonstrated relationship with a Maryland licensed veterinarian to provide care to injured and/or sick animals along with the appropriate licensing, certification and training to conduct humane euthanasia practices.
 - A written plan for the disposition of animal carcasses according to state law must also be demonstrated. Provide details regarding ability to educate the public about animal control laws and responsible pet ownership. Provide details regarding past experience in enforcement of animal control with respect to enforcing State law and county code.
 - Demonstrate ability to adhere to standards of animal care, recognition of animal cruelty, etc.
 - Articulate the process for responding to 24-7 emergency calls within four hours of receiving complaint.
 - Provide details regarding recordkeeping of animal disposition and animal bite cases reported.
 - Discuss relationships with adoption facilities, humane rescue organizations, animal sanctuaries, trap, neuter, adopt programs, etc.

- Provide experience and records of service.
 - Experience of proposed staff-Provide details of the training, certifications and educational background of the key personnel who will be providing the services, including animal first aid and emergency assistance.
2. Financial stability- Provide details of current business operations. Include tax returns (if applicable), annual statement of financial position and/or an annual financial audit.
 3. Planned operations overview-service providers should provide details about their expectations and ideas of how they will provide animal control services, including information about the styles and costs of providing adequate service.
 4. Referrals-Provide details of three persons or organizations who are capable of verifying that the information provided above is accurate and who are willing to attest to the professionalism and success in delivering services similar to those required by this brief.

X. CONSTRAINTS ON THE SUCCESSFUL OFFEROR:

PERMITS

All required permits shall be obtained and paid for by the VENDOR, except those listed below, which have been obtained by the County and are hereby made a part of this Contract.

VENDOR'S RESPONSIBILITY

It shall be the VENDOR's responsibility to perform under this Contract and provide continuous and smooth operations of the work as specified in the proposal.

The Scope of Work is intended to cover the complete project. It shall be distinctly understood that failure to mention any work, which would normally be required to complete the project, shall not relieve the VENDOR of his responsibility to perform such work.

ANNULMENT OF CONTRACT

Should the VENDOR fail to fully satisfy the customer, or to comply with orders of the County, or to perform such work that has been rejected as defective and unsuitable, or if the VENDOR shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the County shall have the right to annul its Contract and all Departmental Contracts at the County's convenience.

PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of this Contract or in exercising any power of authority granted herein, there shall be no personal liability upon the County or its authorized assistant, it being understood that in such matters he acts as the agent or representative of the County.

XI. VENDOR PERSONNEL REQUIREMENTS:

AFFIRMATIVE ACTION POLICY

In accordance with Cecil County's Affirmative Action policy against discrimination, no person shall, on the grounds of race, color, creed, religion, sex, age marital status, national origin, handicap or disability, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination. During the performance of the work and services hereunder, the VENDOR, for themselves, their assignees and successors in interest, agrees to comply with all federal, state and local nondiscrimination regulations.

SUBLETTING OF CONTRACT

The VENDOR shall not sublet, sell or assign all or any portion of the Contract, or the work provided therein, without the consent of the County. When consent is given, subletting or assigning more than fifty percent (50%) of the dollar value of the Contract work shall not be permitted. Where Sub-Vendors are used, VENDOR shall submit all insurance information for all Sub-Vendors.

RESPONSIBILITY FOR COMPLETE PROJECT

It is the responsibility of the VENDOR to perform the work under this Contract. If mention has been omitted in the Contract Documents of any items of work or materials usually furnished or necessary for the completion or proper functioning of the equipment, it will be included by the vendor without extra payment.

XII. RESPONSIBILITIES OF THE ORGANIZATION:

INSPECTION

The County may appoint such persons as they may deem necessary to properly review the proposal and presentation to select the best overall proposal.

XIII. AGREEMENT OF TERMS AND CONDITIONS:

PROPOSAL

Made this _____ day of _____, 2009. Business
Address _____

The VENDOR declares that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work; that the attached specifications have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and, that it is proposed and agreed, if the proposal is accepted to contract with Cecil County, Maryland, in the form of Contract heretofore attached, to do the required work in the manner set forth in the specifications.

The proposal price on the attached and signed Proposal Forms is to include and cover the furnishing of all equipment, materials and labor requisite and proper and the providing of all necessary machinery, tools, apparatus and means for performing the work, and described and shown in the plans and specifications within the prescribed time. If this proposal shall be accepted by said County and the undersigned shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, and to give stipulated bond, then said County may at their option determine that the VENDOR has abandoned the Contract; and, thereupon, the proposal and the acceptance thereof shall be null and void; and, the deposit accompanying the proposal shall be forfeited to and become the property of the County.

In the case of firms, the firm's name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. If practical, the seal of the corporation shall be affixed.

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.

METHOD OF PAYMENT

The County contract will stipulate the method of payment with the successful respondent.

PERMITS

All required permits shall be obtained and paid for by the VENDOR.

**STATE OF MARYLAND
SALES AND USE TAX
ADMISSIONS AND AMUSEMENT TAX
LAWS AND REGULATIONS
ISSUED BY
COMPTROLLER OF THE TREASURY
SALES AND USE TAX DIVISION**

11-221 Taxation by Other Law

(c) Sales tax paid in other jurisdiction –

- (1) To the extent that a buyer pays another state a tax on a sale or gross receipts from a sale of tangible personal property or a taxable service that the buyer acquires before the property or service enters this state, the sales and use tax does not apply to use of the property or service in this state.
- (2) If the tax paid to another state is less than the sales and use tax, the buyer shall pay the difference between the sales and use tax and the amount paid to the other state in accordance with the formula under 1-303 (b).

11-214 Nonresident Property

The sales and use tax does not apply to use of tangible personal property or a taxable service that:

- (1) A non-resident.
 - (i) Acquires before the property or service enter the state; and
 - (ii) Uses:
 1. For personal enjoyment or use or for a use that the Comptroller specifies by regulation, other than for a business purpose; or
 2. Does not remain in the state for more than 30 days.

11-303 Depreciation Allowance

- (a) In general - a buyer is allowed a depreciation allowance as an adjustment to taxable price if:
 - (1) Tangible personal property or a taxable service is acquired before the tangible personal property is brought into the state for use in the state or before the taxable service is used in the state; and
 - (2) The use first occurs in another state or federal jurisdiction.

- (b) Amount allowance - The allowance under subsection (a) of this section for each full year that follows the date of purchase is 10% of the taxable price paid to acquire the tangible personal property or taxable service.

XIV. INSURANCE REQUIREMENTS:

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

- (a) The Contractor shall take out and maintain during the life of the Contract the Statutory Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under the Contract.
- (b) In case any portion of the project is sublet, the Contractor shall require all of the subcontractors similarly to take out and maintain during the entire life of the Contract the Statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work in the project under the Contract.
- (c) The Contractor and the subcontractor shall not begin work until the Contractor has first filed with the County satisfactory evidence that insurance of the above nature is in full force and effect (receipt of Certificate of Insurance naming the Cecil County Government as an "Additional Insured").

BODILY INJURY, LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of the Contract, Bodily Injury Liability and Property Damage Liability Insurance to protect him and any subcontractor performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall not be less than amounts shown in the following chart:

- General Liability:	\$2,000,000 Annual Aggregate \$1,000,000 Each Occurrence \$1,000,000 Products and Completed Operations \$1,000,000 Personal Injury and Advertising
- Automobile Liability:	\$1,000,000 Combined Single Limit
- Worker's Compensation:	-- Statutory
- Excess:	\$1,000,000 Each Occurrence
- Professional Liability:	\$1,000,000

(Upon award of Contract, the Contractor shall provide a copy of a Certificate of Insurance with the Cecil County Government named as an "Additional Insured" to Liability Coverage on the Certificate for the duration of the Contract.)

All contractors performing services for the Cecil County Government are required to provide notification of Certificate of Insurance cancellation 30 – 60 days prior to cancellation. The Contractor shall provide a Certificate of Insurance naming the Cecil County Government as an "Additional Insured" and showing the levels of Worker's Compensation and all Liability Coverage. If the proposed cost of construction exceeds the minimum levels of coverage, the contractor shall increase the levels of coverage to cover the entire cost of the proposal.

XV. BONDING REQUIREMENTS:

CERTIFIED CHECK OR PROPOSAL BOND

(a) No proposal will be considered unless accompanied by a certified check or an acceptable proposal bond of the vendor or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County, payable to the order of the Board of County Commissioners of Cecil County, for five (5) percent of the estimated total proposal, which will be forfeited to the Board as liquidated damages in case an award is made and the Contract and Bond are not promptly and properly executed as required within ten (10) days after the award of the Contract.

(b) The certified check and/or proposal bonds or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County, of all except the two selected VENDORS shall be returned after the Contract is awarded; and, the checks of the selected VENDORS shall be returned after the proper execution of the Contract Documents with the selected VENDOR.

(c) If the selected VENDOR shall fail to execute the Contract Documents as specified, he shall forfeit the proposal bond or certified check or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County as liquidated damages and the Contract may be awarded to the second selected VENDOR as specified in the paragraph entitled **METHOD OF AWARD**.

(d) The Proposal Bond shall be based on the highest proposal cost submitted within their proposal. Proposal Bond will not include contingent or optional costs provided by Contractor.

XVI. INSTRUCTIONS FOR PROPOSAL:

Proposal shall be submitted in a sealed envelope addressed to:
Cecil County Purchasing Office
200 Chesapeake Blvd.
Suite 1400
Elkton, Maryland 21921

The VENDOR's name and address shall appear in the upper left hand corner of the proposal envelope with the job name and contract number appearing in the lower left hand corner of the envelope. The VENDOR shall submit minimally one (1) original and six (6) copies of the proposal. Failure to submit a proposal in this manner may be considered cause for rejection of the proposal as determined by the Cecil County Government.

XVII. COMPLIANCE WITH THE RFP:

All proposals submitted shall be in strict compliance with the RFP and failure to comply with all provisions in the RFP may result in disqualification or rejection of the proposal.

XVIII. PROSECUTION OF WORK:

After the contract has been executed, it shall be performed continuously on all acceptable working days without stoppage until the entire contract ends. In case the VENDOR neglects or fails to work continuously on all acceptable working days, the Commissioners of Cecil County through the Cecil County Administrator may terminate the Contract and use any method that he deems necessary to complete the Contract.

XIX. REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP:

Any ambiguity, conflict, discrepancy, omissions or other error/s discovered in the RFP must be reported immediately to Cecil County Purchasing Office, David E. Pyle, 200 Chesapeake Blvd., Suite 1400, Elkton, Maryland 21921 (410-996-5395), in writing and a request made for modifications or clarification. All changes to RFPs will be made in writing (addendum) and all parties who have received the RFP will receive the addendum. Offerors are responsible for clarifying any ambiguity, conflict, discrepancy, omission or error in the RFP prior to submitting the proposal or it shall be deemed waived.

XX. IMPLIED REQUIREMENTS:

Any product or service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the offeror, must be included in the proposal.

XXI. PROPOSALS AND PRESENTATION COSTS:

The Cecil County Government, or its agencies, is not liable in any way for any costs incurred by the offerors in the preparation of their proposals in response to the RFP, nor for the presentation of their proposals and/or participation in any discussion or negotiations.

XXII. REJECTION OF PROPOSALS:

The Cecil County Government, or its agencies, reserves the right to accept in part or in whole any or all proposals submitted or to waive any technicality or minor irregularity in a proposal. Additionally, the County shall reject the proposal of any offeror determined to be non-responsive in accordance with the Code of Cecil County, Section 183 and requirements set within this RFP. Unreasonable failure of an offeror to promptly supply the County with information with respect to responsibility may be grounds for a determination of non-responsibility.

All Proposals, RFPs, IFBs or RFQs are contingent upon budgetary constraints.

XXIII. EXCEPTIONS TO FORMAT:

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered **non-responsive and rejected.**

XXIV. REQUESTS FOR CLARIFICATION:

Any request for clarification on the RFP must be in writing and accomplished prior to the receipt of the VENDOR's proposal.

XXV. VALIDITY OF PROPOSALS:

All proposals shall be valid for one hundred and eighty (180) days from the date of the RFP opening and become the property of the County. If negotiations result in modifications to the RFP, then one hundred and eighty (180) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the Respondent and Cecil County Government.

XXVI. PROPOSAL SUBMITTAL FORMAT:

Offerors must include the following information in their proposal and must use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page:

(a) Cover Letter: Response should contain a letter signed by a person who is authorized to commit the offeror to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

(b) Table of Contents

(c) Executive Summary: A maximum of 1 to 2 pages of single spaced information providing a high-level description of the offeror's ability to meet the requirements of the RFP.

(d) Description of Relevant Experience, Qualifications, and Capacity: Details of qualifications of the offeror's operations and staff regarding requested goods and services. If the respondent is not a single entity, the details of the partnership, joint venture etc. shall be described, including the organizational structure of the team.

(e) Narrative Proposal: Offeror's business plan to meet the narrative requirements of the RFP must be included in this section. At a minimum, this must include a location map of the proposed site, a conceptual site plan (depicting ingress/egress), a conceptual building layout with typical room sizing, a description of proposed building types (photographic samples are encouraged), a description of proposed internal and external building materials and a description of proposed furnishings (catalog cut submittals are encouraged).

(f) Proposed Costs: All cost associated with delivering the requested goods or services must be detailed in the format requested.

(g) Attachments: Additional information, which the offeror feels will assist in the evaluation should be included. Other attachments may be Proof of Insurance, Proposal Bond, Equal Opportunity Employer Affidavit and other required information.

XXVII. PROPOSAL COST SHEET:

RFP: 09-05; Coordinate, set-up and operate an “Animal Control Service” for Cecil County Government.

PROJECT: Animal Control Services

VENDOR: _____ BY: _____
(To be same as in the Proposal Agreement)

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

CONTACT PERSON: _____

This is to certify that _____ has received Addendum No. _____ through No. _____ and this project reflects changes created by the addenda.

PROPOSAL FORM: Cecil County Government.

For all design, labor, tools, materials, testing mobilization/demobilization and any other incidentals necessary to complete this contract as specified herein.

Total Price for: Coordinate, set-up and Operate an Animal Control Service:

\$ _____

The above-circled proposal is accepted and hereby ratified and confirmed by the Board of County Commissioners of Cecil County for the service of “Animal Control Service”, this _____ day of _____, 20__.

Brian L. Lockhart
President, the Board of County
Commissioners of Cecil County

XXVIII. EVALUATION OF PROPOSAL AND AWARD:

METHOD OF AWARD

- (a) The County reserves the right to reject any or all proposals.
- (b) The Contract shall be awarded or rejected within one hundred and eighty (180) days from the date of opening proposal.
- (c) If the vendor to whom an award is made shall fail to execute the Contract in the specified time, the award may be annulled and the Contract awarded to the second selected.

BASIS OF AWARD

The Contract may be awarded to the selected responsible vendor whose proposal complies with all the requirements prescribed. In acceptance of the proposal, the County will be guided by consideration of the interests of the public and the County shall be under no obligation to accept the lowest proposal. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate proposal, or irregularities of any kind. To insure fair competition and to permit a determination of the lowest vendor, unresponsive proposals or proposals obviously unbalanced may be rejected. The County also reserves the right to negotiate further with one or more of the vendors as to any features of their proposals and to accept modifications of the work and proposal price when such action will be to their best interests and is desirable. The County also reserves the right to negotiate further with one or more of the vendors as to any features of their proposal and to accept modifications of the work and proposal price when such action will be to their best interests and is desirable. All proposals submitted shall become the property of the Cecil County Government.

QUALIFYING PROPOSALS

Proposals shall be initially reviewed for compliance with the submission requirements of this procurement. Failure to comply with any of the submission requirements may result in the proposal being classified as not reasonably acceptable for award.

Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the best interest of Cecil County Government. All reasonable efforts will be made by the Cecil County Government to avoid prejudice to any Respondent.

NARRATIVE AND FINANCIAL EVALUATION

A one-step evaluation process will be conducted wherein the narrative and financial proposal will be evaluated at the same time. The narrative and financial proposals shall be submitted within the same proposal. They are to be bound together but separated by a divider.

After determining compliance with the mandatory requirements, the Evaluation Committee shall initially classify the proposals as (a) reasonably acceptable of being selected for award or (b) not reasonably acceptable of being selected for award. Respondents judged not to be responsible or Respondents whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified.

Discussions and oral presentations will be held with those qualified Respondents or Offerors whose proposals have been classified as reasonably acceptable for award.

Following the proposal evaluation, two finalists will be selected for final negotiation of best and final offer.

ORAL PRESENTATION

The selected best two vendors will be contacted for scheduling of their presentation. The purposes of the discussions and oral presentations are as follows:

- To allow Cecil County Government to meet the Respondents key personnel
- To allow the Respondents to discuss selected aspects of its proposal
- To provide an opportunity to clarify the scope of services for this project

Within three (3) working days following the oral presentation, each Respondent will be required to provide an Executive Summary/Overview of their firm's oral presentation inclusive of highlighting the discussion at the presentation.

Upon completion of the oral presentations, the Cecil County Government will finalize the evaluation of each proposal. Best and final proposals may be solicited by the County at this time.

EVALUATION

A. Evaluation will be based upon the narrative proposal with the price being reviewed as a single factor of several other factors on which to base an acceptance.

B. The primary evaluation will be completed by an evaluation committee consisting of selected Cecil County Government officials and designees. Respondents to this solicitation shall meet all requirements contained herein. If the Respondent and/or the proposal do not meet solicitation requirements, Cecil County Government may classify the proposal as "not reasonably acceptable for award." Should a proposal be found not reasonably acceptable for award, the proposal may not be considered any further. After considering the factors set forth in this RFP and the responsible proposals, the committee will make recommendations for award of this contract to the Respondent whose proposal is determined to be the most advantageous to Cecil County Government.

C. Criteria for Evaluation – The evaluation criteria that will be used are listed below:

- Understanding of project
- Organization Qualification
- Organization Design and Specifications
- Final Cost Proposal

FINAL SELECTION

Based on its evaluation of the narrative and financial proposals, the Evaluation Committee will make a recommendation to the Cecil County Board of County Commissioners for the award of the contract to the responsible Respondent whose proposal is determined to be the most advantageous to Cecil County Government, considering both narrative and financial factors as set forth in the RFP.

SCHEDULE OF EVENTS

The following is a proposed schedule of events in the selection of the Respondent to complete the project according to the specifications within this RFP (dates/times subject to change):

- Solicitation Released – February 18, 2009
- Pre-Proposal Meeting – March 2, 2009 at 1:30 PM
- Proposal Due Date – March 26, 2009 at 01:30 PM
- Committee Selection of qualified respondents – April 6, 2009
- Oral Presentations (will be scheduled) – April 13, 2009
- Executive Summary (Three (3) days after presentation) – April 16, 2009
- Final selection and introduction of contract (tentative) – April 21, 2009

DISCUSSIONS

A. Discussions shall be held only to clarify individual RFP submissions. At no time shall any part of a proposal of one VENDOR be discussed or identified in any part with a separate vendor.

B. During discussion a vendor may modify their proposal to coincide with any clarification of the proposal. At no time will a proposal be allowed to withdraw without approval of the proper County authorities.

C. If any part of the proposal is changed to strengthen the RFP or its process, written documentation of the change shall be made and all Vendors shall be notified of the change/s and be given the chance to modify their proposal accordingly.

NEGOTIATIONS

It is policy to procure from responsible sources at fair prices the goods and services required by the County Government. During the RFP process, Price Negotiation may be required to resolve uncertainties relating to procurement, including the price prior to the final award of the contract. The objective of Price Negotiation is the complete agreement of the parties on all basic issues of the RFP.

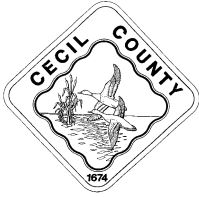
XXIX. TERM OF CONTRACT

Terms and provisions will be set forth in the contract between the Board of County Commissioners of Cecil County and the successful respondent. The term is assumed to be July 1, 2009 to June 30, 2010 with provisions for renewal.

XXX. COMMENCEMENT OF CONTRACT

It is intended that the commencement date of the Animal Control Services contract will be July 1, 2009.

Cecil County Government
200 Chesapeake Blvd.
Suite 1400
Elkton, MD 21921



Indemnity/Hold Harmless Agreement

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold Cecil County Government, its elected and appointed officials, employees, and volunteers, and others working on behalf of Cecil County Government, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or incident to **Request for Proposal #09-05: Animal Control Services**, except that the Organization shall not be responsible to Cecil County Government on indemnity for damages caused by or resulting from Cecil County Government's sole negligence; and, the Organization shall, at its own cost and expense, defend any such claims and any suit, action, or proceeding which may be recovered in any suit, action, or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Name of Organization: _____

Authorized Signature: _____

Address of Organization: _____

Phone: _____ Date: _____

Return this letter with Proposal Package

VENDOR RFP CHECKLIST

The following is a checklist to assist the VENDOR in verifying all required information is provided at the RFP opening. It remains the VENDOR's responsibility to ensure all information is complete and attached, including information, which may not be listed on this checklist. Any information missing at the time of the proposal opening may result in rejection of the RFP proposal. No proposals will be accepted after the designated RFP opening time. Any questions please contact the Purchasing Office, 410-996-5395.

1. RFP package labeled properly for identification.
2. Completion of Certification of Vendor's Qualifications, page #6, and attached applicable **copies of required license**.
3. Completion of pages requiring information to include signatures and notary seal.
4. A copy of a Certificate of Insurance naming Cecil County Government as an "Additional Insured" and showing all information of required Liability and Worker's Compensation insurance shall be provided by the VENDOR awarded the contract.
5. Proposal Bonds with proposal submittal and Payment Bonds and Performance Bonds by the Contactor awarded the project.
6. Completion of Cost Proposal Sheet.
7. Indemnity/Hold Harmless Agreement must be signed and provided as part of the proposal package.
8. Complete set of proposal working/draft designs as required and/or warranty information. Complete sets of signed drawings w/ Maryland Certified Engineer to be provided by the Contractor awarded the project.
9. Six copies of the proposal package and the original shall be submitted.

RFP No. 09-05

**Cecil County Government
Purchasing Office
200 Chesapeake Blvd. Suite 1400
Elkton, MD 21921**

REQUEST FOR PROPOSAL

Sealed Request for Proposal (RFP) for Cecil County Government for coordination, set-up and operation of an “Animal Control Service” as described in the proposal package for the Cecil County Government, will be received from qualified VENDORS at any time and up to **1:30 pm on March 26, 2009** at the Purchasing Office, 200 Chesapeake Blvd., Suite 1400, Elkton, MD 21921. The proposal shall consist of providing a high standard of animal control services pursuant to the Maryland Annotated Code; Article 24; 11-504 and Chapter 209 of the Cecil County Code. A **Pre-Proposal** meeting will be held at the Cecil County Administrative Building, 200 Chesapeake Blvd., Elkton, MD 21921 on **March 2, 2009** at **1:30 pm** in the Perryville Conference Room. All vendors submitting proposals are highly encouraged to attend. Additional specifications and/or instructions to vendors may also be obtained by e-mailing the Purchasing Office, (Pamela Lowe, Purchasing Assistant – plowe@ccgov.org /cc dpyle@ccgov.org), or calling 410-996-5396.

The Board of County Commissioners of Cecil County reserves the right to reject any or all proposals and to waive technicalities. All proposals are based upon budgetary constraints.

All questions or discussions concerning this proposal, proposal documents, specifications, etc., shall only be coordinated through the Purchasing Office. The County shall not be responsible for information obtained outside the County Purchasing Office, concerning this or any other County proposal, RFP, solicitation or quote.

Electronically submitted proposals will not be accepted. Proposals will not be accepted from contractors who have not obtained original plans and documents from the Cecil County Purchasing Department.

Upon request, the Purchasing Office will provide vendor lists **to requesting parties** for all solicitations published unless a vendor/contractor provides a written request **barring the disclosure of their information prior to specific proposal award.**

The Board of County Commissioners of
Cecil County

By: David E. Pyle, CPPB
Purchasing Agent
Cecil County Government