



## **REQUEST FOR PROPOSALS**

### **VETERINARY SERVICES FOR OAK RIDGE ANIMAL SHELTER (FY2020-004)**

#### **PROPOSAL DUE DATE**

**April 23, 2019**

**2:00 p.m., Local Time**

**at the  
Central Services Complex Finance Department Conference Room  
City of Oak Ridge  
100 Woodbury Lane  
P. O. Box 1  
Oak Ridge, Tennessee 37831-0001**

**Telephone: (865) 425-1819  
Email: [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov)  
Attn: Lyn Majeski**

**REQUEST FOR PROPOSAL  
Oak Ridge Animal Shelter Veterinary Services**

**GENERAL INFORMATION**

**Purpose**

The purpose and intent of the Request for Proposal (RFP) is to establish an Agreement with one (1) qualified Contractor to provide professional veterinary services for the City of Oak Ridge Animal Shelter (ORAS) as defined in the Scope of Services contained herein.

These services will be provided at the Oak Ridge Animal Shelter located at 395 Belgrade Rd, Oak Ridge, Tennessee 37830. These services are necessary to comply with state and federal laws, and to provide a high level of care to animals in the care of ORAS.

It is the City's intent that this RFP permits competition. It is the respondent's responsibility to advise the City in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. Such notification must be received by the City no later than April 17, 2019 at 12:00 noon, local time.

**Proposal Due Date**

All proposals shall be sent in a sealed envelope to the following address:

*By mail:*

Attn: Lyn Majeski  
Purchasing Manager  
City of Oak Ridge  
P.O. Box 1  
Oak Ridge, Tennessee 37831

*By express mail or personal delivery:*

Attn: Lyn Majeski  
Purchasing Manager  
City of Oak Ridge  
100 Woodbury Lane  
Oak Ridge, Tennessee 37830

The outside envelope must be clearly marked with the following description: "RFP – Veterinary Services." It is the respondent's responsibility to deliver responses to the exact location specified prior to the proposal due date and time.

Proposals will be publicly opened and names read aloud at 2:00 p.m. local time on April 23, 2019. The main purpose of this opening is to reveal the names of the respondents, not to serve as a forum for determining the awarded proposal.

All respondents shall submit the enclosed proposal sheet complete with all requested information as an accompaniment to their proposal. No faxed, emailed or telephoned proposals will be accepted. Late proposals are not accepted.

**Questions**

For questions, please contact Lyn Majeski at (865) 425-1819 or [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov). Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. Any interpretation or clarification made in response to questions received which could affect a vendor's response to this RFP will be posted on the City's website at [www.oakridgetn.gov](http://www.oakridgetn.gov) (go to Online Bid Requests). All questions must be asked by noon, local time, on April 17, 2019 and answers will be posted by 5:00 p.m. on April 18, 2019.

## **Eligibility Requirements**

In order to be eligible to provide the services contemplated in this RFP, the respondent must meet the following requirements:

- Be registered to do business in the State of Tennessee;
- Satisfy and comply with the terms, conditions and requirements specified in this RFP;
- Subscribe to the codes of ethics of the Tennessee Veterinary Medical Association;
- Be licensed by the Tennessee State Board of Veterinary Medical Association and license must be in good standing and able to provide a copy of their license;
- Be a legal resident in the United States;
- Not be on the State of Tennessee's debarred contractor or vendor list;
- Have the ability to prescribe and dispense prescription and non-prescription medications, and allow ORAS to use DEA number to purchase items that are needed for shelter operations;
- Be available for consultation and written direction for disease outbreaks;
- Be reasonably available for phone consultation;
- Be capable of providing appropriate supervision and direction to assigned ORAS staff;
- Must have knowledge or experience with all domestic animals, including exotic small mammals and poultry;
- Must demonstrate he or she has been in business providing similar service for at least the last three (3) years to include service in animal shelter medicine.
- Have no less than two (2) years' experience performing multiple (more than 15 per year) spay and neuter surgeries on puppies and kittens younger than four (4) months of age;
- Be willing to provide not less than two (2) in-service presentations for ORAS staff concerning post-surgical care of ORAS animals;
- Be available for consultation with ORAS supervisory staff to respond to post-operative problems; and,
- Have the ability to coordinate with the Animal Shelter Supervisor, ORAS staff, and senior City staff to assist with the implementation and coordination of spay/neuter clinics.

## **Insurance Minimum Requirements**

The selected Contractor must secure and maintain the following insurance coverage during the term of the Agreement (unless an exception is provided herein):

Commercial General Liability, including Products Completed Operations, coverage for Personal Injury and Property Damage Liability of not less than one million dollars (\$1,000,000) combined single limit for each occurrence/ two million dollars (\$2,000,000) aggregate.

Comprehensive automobile bodily injury and property damage liability coverage of not less than one million dollars (\$1,000,000) combined single limit.

All statutory workers' compensation and employer liability coverage required to be held by law.

Professional Liability (Errors & Omissions) coverage with limit of one million dollars (\$1,000,000) for each occurrence/two million dollars (\$2,000,000) annual aggregate.

Umbrella Liability with limits of five million (\$5,000,000) per occurrence and five million (\$5,000,000) annual aggregate.

Within ten (10) days of receipt of the notice of award for the Contract, the selected Contractor shall provide the City of Oak Ridge with a Certificate of Insurance evidencing that said insurance is and will remain in effect during the term of the Agreement and the City of Oak Ridge, Tennessee, shall be named as an Additional Insured, in addition to being listed as a certificate holder.

Each Certificate of Insurance shall contain a statement that the policy applies to all operations of the project which are undertaken by the insured during the performance of the Contract. In addition, each Certificate of Insurance shall contain the following information or statements:

1. Name and address of insured.
2. A statement that the City of Oak Ridge, Tennessee, is an Additional Insured under Commercial General Liability.
3. The number and description of each policy in force on the date of the Certificate.
4. The expiration date of each policy shown as well as the amount of coverage for each policy.
5. The name and number of the Agreement (FY2020-004 Veterinary Services at Oak Ridge Animal Shelter).
6. A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the insured and the City by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the City.

During the term of the Contract, it shall be the responsibility of the selected Contractor to provide the City with additional Certificates of Insurance in compliance with the above showing current coverage when any insurance policy for the above-listed coverage expires.

Submission of proof of the required insurance coverage in the form of a Certificate or Certificates of Insurance is a condition precedent to contract award. After receipt of a sufficient performance bond and other submissions required by these proposal specifications, the proposal will be accepted and a signed Agreement will be forwarded to the successful respondent.

STATEMENT FROM INSURANCE BROKER: Each respondent must include with his or her proposal a statement from the respondent's insurance broker stating that the broker will, upon successful award of the Agreement to their client, supply the respondent with insurance in the types and amounts required by these specifications.

### **Reservation of Rights**

The City reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities, and negotiate any or all elements of any proposal deemed to be in the best interests of the City. The City reserves the right to request clarification of information submitted, and to request additional information from any respondent. Upon further analysis of need and analysis of costs resulting from responses to this proposal, the City reserves the right to award or reject any portions of the proposal.

### **Proposals Binding**

All proposals submitted in accordance with the terms and conditions of this RFP shall be binding upon the respondent/vendor for ninety (90) calendar days after the proposal opening.

### **Confidentiality of Proposal Information**

Each Proposal and supporting documents must be submitted in a sealed envelope. All Proposals and supporting proposal documents become public information after the proposal opening and are available for inspection by the general public. If the respondent/vendor submits information that is confidential under Tennessee law, the respondent/vendor shall clearly mark such information as confidential citing the relevant state law provision(s) and place it in a separate section of the Proposal.

### **Tobacco Products**

The selected vendor and its employees/subcontractors shall comply with all building policies, regulations, schedules and rules as set out and required by the City and the State of Tennessee. Please note smoking and the use of tobacco products, including e-cigarettes, is prohibited inside City facilities.

### **City Officers and Employees Not To Have Financial Interest**

No contract/agreement shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

### **Compliance with All Laws, Ordinances, Statutes, and Regulations**

The selected vendor shall comply with all applicable federal, state, county and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept proposals from vendors in default of any payment of any nature due to the City, including but not limited to taxes, licenses and fees.

### **Anti-Discrimination**

The selected vendor, in performing the work or furnishing the services covered by this RFP, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects.

### **Competency / Background Checks**

The selected respondent may be subject to police background checks at the sole discretion of the City prior to commencement of the services.

### **Evaluation and Selection Process**

All proposals shall be evaluated and ranked using the following criteria:

1. Professional Qualifications
2. Innovative and Efficient Approach to all Aspects of Shelter Management with a Demonstrated Understanding of Guidelines for Standards of Care in Animal Shelters (ASV 2010)
3. Cost Proposal

Final results shall be determined by the City.

### **Contract Term**

The resulting Agreement is intended to be for a term of two (1) fiscal year (July 1, 2019 through June 30, 2021), with the City having the option to renew for up to two (2) additional two-year-fiscal-year-terms (July 1, 2021 through June 30, 2023 and July 1, 2023 through June 30, 2025). All contracts are contingent upon the availability and appropriation of funds, which are approved each fiscal year. Compensation under the Agreement will be made monthly.

## **SPECIFICATIONS**

### **Introduction**

The City is soliciting bids for a Shelter Veterinarian and Veterinary services. A successful respondent will understand that the Oak Ridge Animal Shelter (ORAS) is not an animal hospital but an animal shelter that provides care, shelter, vaccinations, spay/neuter services, and temporary housing until animals find their forever homes.

The successful respondent will submit a proposal that includes all aspects of shelter animal veterinary services including cost for basic exams, spay/neuter, vaccines, diagnostic tests, medication, surgical supplies for spay/neuter etc. Historical demand for service shows: an estimated 435 surgeries per year, approximately 900 animals per year to evaluate, and about half of the intakes required some sort of medical care (skin, eyes, parasites, wounds, etc.).

The City owns and operates ORAS located at 395 Belgrade Rd. Oak Ridge, Tennessee 37830.

ORAS houses stray companion animals (dogs and cats) delivered by the City's Animal Control Officers or surrendered by their owners. ORAS' average animal intake is nine hundred (900) per year.

The City will be awarding one overall Agreement for services.

### **Standards and Guideline Principles**

To date, no federal agency or judicial act regulates the welfare and care of companion animals in a shelter environment. This RFP was informed by guidelines developed by the Association of Shelter Veterinarians (ASV) in order to provide information that will help any animal welfare entity meet the physical, mental and behavioral needs of the animals in their care. The Guidelines for Standards of Care in Animal Shelters (Guidelines) were developed to provide a tool that would allow communities and animal welfare organizations of all sizes, whether a large organization, a small home based effort or something in between – as well as communities, to identify minimum standards of care, as well as best and unacceptable practices. ASV strove to create animal care guidelines that could continue to evolve as knowledge increases about the best way to meet the needs of animals in shelter settings.

The American Veterinary Medical Association (AVMA) has brief care guidelines for companion animals including some recommendations for humane societies (AVMA 2008). They have also stated, through the AVMA Animal Welfare Principles, that animals should be treated with respect and dignity throughout their lives (AVMA 2006).

The welfare principles, listed below, enumerated as the Five Freedoms (Farm Animal Welfare Council 2009) provide a model that is applicable across species and situations, including animal shelters.

1. Freedom from Hunger and Thirst by ready access to fresh water and a diet to maintain full health and vigor.
2. Freedom from Discomfort by providing an appropriate environment including shelter and a comfortable resting area.
3. Freedom from Pain, Injury or Disease by prevention or rapid diagnosis and treatment.
4. Freedom to Express Normal Behavior by providing sufficient space, proper facilities and company of the animal's own kind.
5. Freedom from Fear and Distress by ensuring conditions and treatment which avoid mental suffering.

## **Qualification of Veterinarian of Record and Shelter Staff**

Veterinarian of Record:

The required services include administration and development of programs of disease control and animal health care in compliance with Tennessee laws and regulations – including, but not limited to, assisting ORAS in obtaining such controlled substances as are needed at ORAS, complying with State reporting requirements, and establishing protocols for ORAS animal care, animal disease surveillance, and disease outbreaks.

## **Management and Record Keeping Development of Procedures and Responsibilities Manual**

The successful respondent (Veterinarian of Record) will work in partnership with the City to develop and maintain an operations manual for use by the Veterinarian, ORAS staff, and subsequent veterinarians. An electronic copy of the manual is to be provided to the City for future updating from time to time. The manual is to be developed after the successful respondent has been at work for a minimum of six (6) months. After six (6) months, a draft shall be ready for the City's review with the final operations manual complete within nine (9) months. The operations manual shall remain the property of the City at the end of the Agreement period.

Medical records will be maintained for every patient indicating the surgical procedure and anesthesia administered. Shelters must document all medical care rendered to each animal. Ideally, records should include each animal's date of entry, source, identification information, a dated list of all diagnostic tests including test results, treatments (including any medications with drug name, dosage and route of administration) and procedures, and immunizations while in the care of the shelter. All medical information should be provided in written form with the animal at the time of transfer or adoption. The City uses Shelter Buddy as its form of electronic medical records for this purpose.

## **Medical Health and Physical Well-being**

### Intake

ORAS staff will exam each animal upon intake, reporting to the Veterinarian for consultation on appropriate animal care and treatment and complying with Veterinarian's directions for care and treatment. Additionally, at intake animals will be vaccinated, dewormed, and tested for additional diseases.

At intake, ORAS Staff will also create a medical record to include, but not limited to, animal's date of entry, source, identification information, a dated list of all diagnostic tests including test results, treatments (including any medications with drug dose and route of administration) and procedures, immunizations, the animal's weight, and disposition while in the care of ORAS.

### Vaccinations

The Veterinarian shall provide services for the immunization of animals with rabies vaccine. These clinics will be held two (2) times a year for one (1) hour each. Rabies vaccine, syringes, and ancillary supplies are provided through the City at ORAS. Assigned City employees will assist the residents in the filling out of rabies certificates. The Veterinarian shall administer the immunization and sign the rabies certificate for each animal.

ORAS Staff may be directed by the Veterinarian of Record to administer additional vaccinations as necessary.



### Emergency Medical Care

The Veterinarian shall develop an emergency medical plan in order to provide appropriate and timely veterinary medical care for any animal who is injured, in distress, or showing signs of significant illness. ORAS Staff will be trained to recognize conditions that require emergency care. The emergency care plan must ensure that animals can receive proper veterinary medical care and pain management promptly (either on site or through transfer to another facility) or be humanely euthanized by qualified personnel as permitted by law.

The Veterinarian will be available for any medical emergencies including those that arise from spay and neuter surgeries.

### Pain Management

Pharmacologic and non-pharmacologic approaches to the treatment of pain are evolving; in either case, treatment should be supervised by a veterinarian.

Analgesia must be of an appropriate strength and duration to relieve pain. When pain can be anticipated, analgesia should be provided beforehand (pre-emptive). Animals must be reassessed periodically to provide ongoing pain relief as needed.

### Parasite Control

An effective parasite control program should be designed with the supervision of a veterinarian. Animals should receive treatment for internal and external parasites common to the region and for any obvious detrimental parasite infection they are harboring.

At minimum, because of the public health significance, all dogs and cats must be de-wormed for roundworms and hookworms upon entering the shelter.

ORAS Staff must conduct rounds at least once every 24 hours to visually observe and monitor the health and well-being of every animal. Monitoring should include food and water consumption, urination, defecation, attitude, behavior, ambulation, and signs of illness or other problems. Any animal that is observed to be experiencing pain; suffering or distress; rapidly deteriorating health; life-threatening problems; or suspect zoonotic medical conditions must be assessed by the Veterinarian and appropriately managed in a timely manner.

When apparently healthy animals remain in care for longer than 1 month, exams including weight and body condition score should be performed and recorded by trained staff on at least a monthly basis. Veterinary examinations should be performed twice each year or more frequently if problems are identified. Geriatric, ill, or debilitated animals should be evaluated by a veterinarian

### Nutrition

Animals displaying a lack of appetite, or extreme weight loss or gain must be evaluated by a veterinarian and treated as necessary.

### Response to Disease or Illness

The Veterinarian shall develop a disease outbreak response plan that includes but not limited to isolation and quarantine procedures.

The Veterinarian of Record must be available for consultation and written direction for disease outbreaks.

## Controlled Substances

The Veterinarian of Record will prescribe and dispense prescription and non-prescription medications for treatment of Shelter animals. The Veterinarian is responsible for all controlled (DEA Schedule) drugs. All drug records must be maintained in accordance with federal, state and local regulations, including Drug Enforcement Administration (DEA) regulations. Drugs must be kept secured in a manner consistent with state and federal regulation under the responsibility of the Veterinarian.

A record log and inventory system to document each animal's identification, amount of euthanasia solution and pre-euthanasia drugs received, dispensed and remaining as well as the identity of the person performing the procedure must be kept in triplicate as directed by state law.

## **Spay and Neutering**

The ORAS spay/neuter program (the "program") is for the spaying and neutering of animals adopted from ORAS. The overall eventual goal of the program is to reduce the number of homeless companion animals in the City. At this time, the program is limited to spay and neuter of ORAS animals.

The Veterinarian will perform spay and neuter surgeries on dogs and cats. If, prior to or during surgery, the Veterinarian discovers a minor condition (such as a hernia) requiring surgical repair the Veterinarian is authorized to include that procedure. The Veterinarian shall coordinate with ORAS staff needed for assistance before and during surgery.

The Veterinarian(s) must be available for spay and neuter clinic not less than four (4) days per week, when requested, for a period of eight (8) or more hours each scheduled day to handle the volume of animals anticipated. ORAS is open to the public Tuesdays through Saturdays and prefers for the veterinarian to be on site at least a majority of the days ORAS is open to the public. Standardized weekly scheduling will be considered to meet veterinarian's scheduling requirements. ORAS intends to remain flexible to accommodate the Veterinarian's scheduling needs.

The City shall provide the necessary tools and equipment typically utilized for spay/neuter. Other additional equipment, preferred tools, and medications not provided for use by ORAS deemed needed by the Veterinarian shall be provided by the Veterinarian. The Veterinarian will be responsible for assuring all surgical packs provided by the City have been cleaned, disinfected, and sterilized. If the Veterinarian or Veterinarian's agents, employees or volunteers damages or destroys any City equipment or property, the Veterinarian shall be responsible for replacing or repairing it or providing funds for the purchase of new equipment or property – as directed by the City of Oak Ridge.

The Veterinarian is responsible for providing the City with protocols for the pre-operative and post-operative care of animals to be spayed/neutered.

The Veterinarian will provide dewclaw removal for puppies, as necessary.

## **Public Health**

### Zoonosis

Human health is closely linked to animal health and production. A number of diseases (known as zoonoses) are transmitted from animals to humans. The Veterinarian of Record will notify the Health Officer of any suspected zoonoses.

### Animal Related Injuries

The Veterinarian of Record and ORAS Staff are required to receive the rabies pre-exposure vaccinations. These vaccinations are the responsibility the respondent awarded the contract.

### **City Responsibilities**

The City will provide the following:

- Assistance during rabies immunization programs, 2-3 ORAS Staff.
- Room and non-disposal equipment needed for surgeries.
- Medical equipment such as 1) operating table; 2) exam lights; 3) autoclave; 4) sonic cleaner; 5) anesthesia machine with vaporizer; 6) various surgical packs with instruments; 7) Oxygen; and 8) Oxygen monitor.

### **Performance Standards**

All services are to be provided in accordance with Tennessee law and regulations as well as professional standards of practice. Veterinarians are required to comply with the terms of the Agreement with the City.

## **PROPOSAL REQUIREMENTS**

Interested respondents shall submit a document (proposal) outlining the costs for each proposed contract term. The proposed terms of the Agreement are as follows: Initial Term 1/July 1, 2019 – June 30, 2021; Renewal 1 Term/July 1, 2021 – June 30, 2023; and Renewal 2 Term/July 1, 2023 – June 30, 2025. Cost shall be based upon providing on-site services for at least four (4) days per week and at least eight (8) hours per scheduled day. The proposal shall indicate what days of the week and what time of day would be best for the Respondent to provide the services.

### **Requirements for a Proposal**

Each Proposal submitted must include the following in order to be considered by the City:

1. **Proposal Signature Sheet.** Each Proposal must include a signed and fully executed Proposal Signature Sheet. The Proposal Signature Sheet is contained within this RFP.
2. **Questionnaire.** Each Proposal must include a fully completed Questionnaire. The Questionnaire is contained with this RFP.
3. **Reference Sheet.** Each Proposal must include at least three (3) references where similar services were provided and work completed within the last five (5) years. Each reference must include the name of the organization and the name, title, and telephone number of a contact person within the organization. The reference sheet is contained with this RFP.
4. **Completing proposal.** All information must be legible. Any and all corrections and/or erasures must be initialed. A neatly typed document of reasonable length is preferred. Proposals shall be prepared simply and economically providing a straightforward, concise description of the respondent's capabilities and experience to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Expenses incurred in developing and submitting a Proposal is borne entirely by the respondent/vendor.

### **Agreement to Specifications**

By submitting a Proposal, the respondent agrees to the specifications presented in this RFP except as noted in the respondent's proposal (specifically label any "Exceptions"). The agreement between the City and the selected respondent is to include and fully incorporate this RFP and the selected respondent's response (proposal).

### **Agreement**

The City will negotiate an agreement with the selected respondent quoting the best value for the City and will require that the agreement be substantially the form set forth in this RFP. If an agreement cannot be successfully negotiated between the City and the selected respondent within a reasonable time as determined by the City, the City will then attempt to negotiate an agreement with the respondent quoting the next best value for the City. The process will continue with other respondents under an agreement is reached or the City terminates efforts to negotiate an agreement.

### **Insurance**

The successful respondent shall provide proof of insurance in the form, coverage, and amounts specified in the agreement template.

**Selection Process**

A selection will be made by analyzing each written proposal. Initial selection may be made of respondents deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in this RFP.

**Projected Schedule**

RFP Release.....March 29, 2019  
Proposals Due.....April 23, 2019  
City Council Approval.....May 13, 2019

**PROPOSAL SIGNATURE SHEET**

**Veterinarian Contact Information**

Name: \_\_\_\_\_

Business Name:  
(if applicable) \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Veterinarian Signature**

I have reviewed all of the information and specifications in this RFP, have contacted the City regarding any needed clarifications, and have submitted this Proposal with full understanding of the specifications.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**QUESTIONNAIRE**

All items on this Questionnaire must be completed. If additional pages are needed to fully answer a question, please submit additional information on a separate page and identify which question number the answer is in response to so that it is clear.

1. Is Respondent owned by another company? Yes\_\_\_\_ No\_\_\_\_

If "yes" provide the name and address of the other company:

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2. Is Respondent registered to do business in Tennessee? Yes\_\_\_\_ No\_\_\_\_

3. Does Respondent have experience with providing care or providing veterinary consulting for the care of shelter animals or boarding kennels? Yes\_\_\_\_ No\_\_\_\_

If "yes", describe Respondent's experience and provide the name, address, telephone number, contact name and dates those services were provided. If there were multiple clients, name at least three.

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4. Does Respondent have experience with high volume spay/neuter surgery? Yes\_\_\_\_ No\_\_\_\_

If "yes", describe experience.

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5. Does Respondent have experience with spay/neuter surgeries on puppies and kittens younger than four (4) months of age? Yes\_\_\_\_ No\_\_\_\_

If "yes" describe the number of pediatric spay/neuter surgeries performed during the following years:

2016	2017	2018
cats____ dogs____	cats____ dogs____	cats____ dogs____

6. Describe the assets that enable you to provide the services needed by the City.

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7. Name the licensed veterinarian(s) of the Respondent who would provide services and provide a copy of license and curriculum vitae for each:

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8. Has the veterinary license of any of the veterinarians named above ever been suspended or revoked? Yes\_\_\_\_ No\_\_\_\_

If "yes" explain:

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9. Are any of the Veterinarians named above affiliated with any animal rescue nonprofit organization? Yes\_\_\_\_ No\_\_\_\_

If “yes”, name the organization and describe the relationship with the organization.

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FOR THE FOLLOWING QUESTIONS: If you answer “yes to any of the following questions explain the circumstances on a separate sheet.

10. Has any person currently employed by Respondent ever been suspended, debarred or otherwise declared ineligible by a government agency from contracting to provide services because of the quality of work? Yes \_\_\_\_ No \_\_\_\_
11. Have any persons proposed to provide services pursuant to this RFP ever been convicted of a crime? Yes \_\_\_\_ No \_\_\_\_
12. Are there are administrative, civil or criminal matters pending in any federal, state or local government jurisdiction in which the Respondent or its principals or key personnel are involved? Yes \_\_\_\_ No \_\_\_\_
13. Is there any proceeding pending which could result in the suspension or revocation of the license or certification of a person proposed to provide services pursuant to this RFP? Yes \_\_\_\_ No \_\_\_\_

## REFERENCES

Provide three (3) client references:

<b>Client Name</b>	
<b>Address</b>	
<b>City, State and Zip Code</b>	
<b>Contact Name</b>	
<b>Title</b>	
<b>Telephone Number</b>	
<b>What Services were Provided?</b>	

<b>Client Name</b>	
<b>Address</b>	
<b>City, State and Zip Code</b>	
<b>Contact Name</b>	
<b>Title</b>	
<b>Telephone Number</b>	
<b>What Services were Provided?</b>	

<b>Client Name</b>	
<b>Address</b>	
<b>City, State and Zip Code</b>	
<b>Contact Name</b>	
<b>Title</b>	
<b>Telephone Number</b>	
<b>What Services were Provided?</b>	

## AGREEMENT TEMPLATE

### **PROFESSIONAL SERVICES AGREEMENT (Veterinary Services at the Animal Shelter)**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between the City of Oak Ridge, Tennessee, P.O. Box 1, Oak Ridge, Tennessee 37831, hereinafter referred to as the "City," and \_\_\_\_\_ [insert name and address] \_\_\_\_\_, hereinafter referred to as the Contractor, provides as follows:

#### **WITNESSETH**

WHEREAS, the City, through the Animal Control Division of the Oak Ridge Police Department, manages the domestic and natural animal population within the City through the enforcement of animal control ordinances, animal registration, city patrol, apprehension of animals running at large, quarantine of biting animals, response to citizen complaints, follow-up on suspected rabies cases, and collection of dead animals; and

WHEREAS, the Animal Control Division operates the City's Animal Shelter which provides services including an adoption unit to temporarily house and care for stray, unwanted and apprehended animals, euthanasia services, and carcass disposal of euthanized animals; and

WHEREAS, the Contractor possesses the necessary Veterinary license, DEA permit, and skills to provide professional services at the City's Animal Shelter.

NOW, THEREFORE, in consideration of the promises and mutual undertakings included herein, the parties do hereby agree as follows:

1. Scope of Services

- A. *Generally.* The Contractor shall perform veterinary and other as needed associated services to the City at the Animal Shelter. In the performance of said services, the Contractor shall faithfully adhere to the ethical principles of the veterinary profession and shall avoid all personal acts that might injure the professional reputation of the City and/or the Animal Shelter. The Contractor shall maintain all licenses and accreditations throughout the term of this Agreement. The Contractor shall observe all applicable rules and policies established by the City, the Police Department, and/or the Animal Shelter governing the rendering of animal care, harassment, drug-free workplace, tobacco use, and technology use. The City may add other policies to this list and will provide advance notification to The Contractor of such policies.
- B. *Hours.* The Contractor shall be on site at the Animal Shelter from \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_ [insert days of the week] performing the services outlined herein. There are no expectations for the Contractor to be available for after hour call outs.
- C. *Specifics.* The following services are to be performed by the Contractor under this Agreement.
  - 1. Examine all animals as admitted or requested, and screen animals for health problems including providing treatment for any problems found during the examination to the limits of the Animal Shelter's resources.
  - 2. Perform spay/neuter operations on all adopted animals prior to the animal's departure from the Animal Shelter, with a maximum of seven (7) surgeries per day. Animals whose medical condition, age and/or body weight creates a significant and inordinate surgical risk may be released for adoption temporarily

and returned to the Animal Shelter for spaying/neutering at a specified time after treatment or resolution of the medical condition.

3. Administer rabies vaccinations to all adopted animals estimated to be three (3) months of age or older prior to the animals leaving the Animal Shelter. Animals too immature at the time of adoption will receive rabies vaccinations when returned to the Animal Shelter at an appropriate maturity to receive the vaccination.
  4. Train Animal Control employees to detect animal health problems and offer advice for improved animal care.
  5. Order all medical supplies needed for the Animal Shelter, and assist with the planning and purchasing of equipment for the Animal Shelter.
  6. Provide a Drug Enforcement Agency number and provide on-site accountability for drugs purchased and used, maintaining an inventory of all drugs and medical supplies.
  7. Attend four (4) to six (6) special Animal Shelter events per year where a veterinarian is required or requested by the City (e.g. rabies clinic on a Saturday).
  8. Assist the City in acquiring and maintaining a clinic license for the Animal Shelter.
- D. *Record Keeping.* The Contractor shall maintain all documentation related to products, transactions, or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the City upon request.

## 2. Compensation

- A. *Base Compensation.* The Contractor shall be compensated at the rate of [insert monthly rate] Dollars (\$\_\_\_\_\_) per month for the services provided.
- B. *Supplemental Compensation.* In addition to the base salary, the Contractor shall be compensated [insert fee per spay/neuter] Dollars (\$\_\_\_\_\_) for each animal adopted from the Animal Shelter that the Contractor has spayed/neutered and vaccinated as provided for in Section 1.C. The Contractor shall account for the number of spay/neuter operations and vaccinations performed and shall submit a monthly invoice to the City detailing those provided services. Total compensation under this Agreement shall not exceed \$\_\_\_\_\_ [insert maximum amount approved by City Council] without advance written approval from the City.
- C. *Continuing Education.* The City will pay for up to three (3) days of training for continuing education on topics that are beneficial for the Animal Shelter. Said payment includes the cost of the continuing education course(s) only, and no travel or other expenses will be paid for by the City.
- D. *Absences.* The Contractor make arrangements with the City to be absent from the Animal Shelter for up to eight (8) workdays without a reduction in the base compensation amount per Subsection G.
- E. *Holidays.* The City observes the following holidays: New Year's Day (January 1), Martin Luther King, Jr. Day (Third Monday in January), Presidents' Day (Third Monday in February), Good Friday (Friday before Easter), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving Day

(Fourth Thursday in November), Friday after Thanksgiving, Christmas Eve (December 24) or Day after Christmas (December 26) as specified by the City Manager, and Christmas Day (December 25). If any of the above listed holidays fall on a day when the Contractor is scheduled to provide services per Section 1.B., the Contractor' base compensation will not be reduced per Subsection G due to the closure of the Animal Shelter for the holiday.

F. *No Taxes, Deductions, Etc.* The amounts set forth above shall constitute the full and complete compensation under this Agreement, and no taxes, social security or other deductions or payments shall be made or withheld for or on behalf of The Contractor.

G. *Base Compensation Reductions.* For any day in which the Contractor is not at the Animal Shelter performing services as outlined in Section 1, the base compensation amount shall be reduced by [insert amount of reduction per day] (\$\_\_\_\_\_).

3. Term

This Agreement shall be effective July 1, 2019 through June 30, 2021, with up to two (2) additional two-year term renewal options (Renewal 1: July 1, 2021 – June 30, 2023; Renewal 2: July 1, 2023 – June 30, 2025) at the City's sole option.

4. Independent Contractor

The Contractor shall perform these services as an independent contractor and shall not be deemed an employee, agent or officer of the City. The Contractor shall not be entitled to nor shall the Contractor receive employment benefits, such as, but not limited to, retirement, medical, or life insurance.

5. City Responsibilities

The City will pay for the DEA License and State license necessary for proper operation of the Animal Shelter.

6. Other Employment

The Contractor is not prohibited from employment at another facility or veterinary office; however, such employment shall not conflict with the hours of services to be provided under this Agreement.

7. Insurance

A. Generally. Throughout the duration of this Agreement, including applicable renewals thereto, the Contractor shall secure and maintain in full force the types of insurance set forth below and in at least the minimum amounts set forth below. The City of Oak Ridge, Tennessee shall be named/listed as an *additional insured* and not just a certificate holder.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of a material change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In

the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

B. Types of Insurance. The minimum amounts per type of insurance are as follows:

1. Comprehensive General Liability.

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

2. Workers' Compensation and Employer's Liability as provided for in applicable Tennessee statutes.

3. Comprehensive Automobile Liability (including all owned, non-owned and hired vehicles)

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

4. Professional Liability Insurance \$1,000,000

The Contractor shall carry personal professional liability insurance insuring the Contractor for professional errors, omissions, negligence, incompetence, license defense, and malfeasance.

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

8. Notices

All notices under this Agreement shall be in writing and shall be deemed delivered when delivered in person or with three (3) days of deposit in the United States mail, postage prepaid and addressed as follows:

City of Oak Ridge  
Attn: Police Chief  
P.O. Box 1  
Oak Ridge, Tennessee 37831

Insert Name of Contractor  
Insert Address of Contractor  
Insert Address of Contractor  
Insert Phone Number of Contractor

9. Termination

- A. Termination of Agreement for Cause/Breach of Contract. If the Contractor fails to properly perform his or her obligations under this Agreement in a timely or proper manner, or if the Contractor shall violate any of terms of this Agreement, the City shall have the right to immediately terminate this Agreement and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may seek other remedies allowed at law or in equity for breach of this Agreement.
- B. Termination for Convenience of the City, Including Lack of Appropriated Funds. The City may terminate this Agreement without cause for any reason or for lack of appropriated funds. A termination for convenience shall not be a breach of this Agreement by the City. The City shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for any authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the City be liable to the Contractor for compensation for any service that has not been rendered. The final decision as to the amount for which the City is liable shall be determined by the City. The Contractor shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the City's exercise of its right to terminate for convenience.

10. Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Agreement; provided, however, that the Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Contractor is not responsible.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Agreement, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Agreement shall not limit the Contractor's obligations under this article.

The terms of this section shall survive the termination or suspension of this Agreement.



11. Waiver

The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. Anti-Discrimination

In performing the services under this Agreement, the Contractor shall not discriminate any against person on the basis of race, color, creed, national origin, sex, sexual orientation, age, disability, religion, or other legally protected status. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Agreement of this requirement and shall ensure compliance therewith.

13. Assignment

The Contractor may not assign this Agreement without the advanced express written consent of the City.

14. Subcontracting

The Contractor may not subcontract any portion of this Agreement without the advanced express written consent of the City.

15. Entire Agreement

This Agreement contains the entire agreement between the parties and may be modified only in writing by both parties.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. All contracts are subject to the availability and appropriation of funds annually.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

NAME OF CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Tax ID or Social Security Number, as applicable

Attachments: Request for Proposals  
Contractor's Proposal

Approved by Resolution \_\_\_\_\_