

# BOARD OF ANIMAL SERVICES COMMISSIONERS CITY OF LOS ANGELES Tuesday, March 25, 2014 10:00 A.M

# LOS ANGELES CITY HALL 200 North Spring Street, Room 1060 Los Angeles, California 90012

DAVID ZAFT President

ALANA YANEZ Vice-President

JENNIFER BRENT LARRY GROSS ROGER WOLFSON

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

Si requiere servicios de traduccion, favor de notificar la oficina con 24 horas por anticipado.

## **REGULAR COMMISSION MEETING**

**1. PUBLIC COMMENT PERIOD** - (Comments from the public on items of public interest within the Board's subject matter jurisdiction and on items not on the Agenda.)

Public Comments: The Brown Act prohibits the Board and staff from responding to the speakers' comments. Some of the matters raised in public comment may appear on a future agenda.

## 2. COMMISSION BUSINESS

- A. Approval of the Minutes for the Meetings of February 25, 2014
- B. Approval of the Minutes for the Meeting of March 11, 2014

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# 3. DISCUSSION ITEMS

- A. Discussion Item: Follow-Up Discussion on Explanation and Format of Information Received from New Hope Partners and Best Friends
- B. Discussion Item: Enforcement, Transfer, Penalties and Other Issues Related to Breeding Permits
- C. Discussion Item: Biodegradable Dog Waste Bags
- D. Discussion Item: Animal Sterilization Fund

# 4. BOARD REPORTS

- A. Board Report: Request For Proposal (RFP) for Animal Management Software
- B. Two-Year Agreement To Provide An Animal Electronic Identification System ("Microchips")

# 5 ORAL REPORT OF THE GENERAL MANAGER

# 6 BOARD AVAILABILITY FOR THE MEETING OF April 8, 2014

# 7. ADJOURNMENT

Next Commission Meeting is scheduled for 10:00 A.M. March 25, 2014, Los Angeles City Hall, Room 1060, 200 North Spring Street, Los Angeles, CA 90012.

AGENDAS - The Board of Animal Services Commissioners (Board) meets regularly every second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Tuesday of each month at 10:00 A.M. Regular Meetings are held at City Hall, 200 North Spring Street, Room 1060, in Los Angeles, CA 90012. The agendas for Board meetings contain a brief general description of those items to be considered at the meetings. Board Agendas are available at the Department of Animal Services (Department), Administrative Division, 221 North Figueroa Street, 5<sup>th</sup> Floor, Los Angeles, CA 90012. Board Agendas may also be viewed on the 2<sup>nd</sup> floor Public Bulletin Board in City Hall East, 200 North Main Street, Los Angeles, CA 90012. Internet users may also access copies of present and prior agenda items, copies of the Board Calendar, MP-3 audio files of meetings as well as electronic copies of approved minutes on the Department's World Wide Web Home Page site at http://www.laanimalservices.com/CommissionAgendas.htm

Three (3) members of the Board constitute a quorum for the transaction of business. Some items on the Agenda may be approved without any discussion.

The Board Secretary will announce the items to be considered by the Board. The Board will hear the presentation on the topic and gather additional information from

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Department Staff. Once presentations have finished, the Board President will ask if any Board Member or member of the public wishes to speak on one or more of these items. Each speaker called before the Commission will have one (1) minute to express their comments and concerns on matters placed on the agenda.

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

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

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

**Time Limit for Speakers.** Speakers addressing the Board will be limited to one (1) minute of speaking time for each agenda item except in public comment which is limited to three (3) minutes. The Chairperson, with the approval of a majority of the Board, may for good cause extend any speaker's time by increments of up to one (1) minute. Total speaker time on any agenda item will be limited to ten (10) minutes per item and fifteen (15) minutes for Public Comment, unless extended as above.

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

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

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

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

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

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

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



# **City of Los Angeles Department of Animal Services**

**REQUEST FOR PROPOSALS** 

# For the Selection of a Contractor to Provide

# **Animal Management Software**

In the City of Los Angeles

RFP Release Date: TBD

Deadline to Submit Proposals: TBD

Deliver to:

Attention: Ross Pool Department of Animal Services 221 North Figueroa Street, Suite 500 Los Angeles, California 90012

RFP and Contract Administrator: Phone: (213) 482-9501 Fax: (213) 482-9511 ross.pool@lacity.org

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#### I. INTRODUCTION

#### Summary

The Department of Animal Services is seeking proposals from qualified vendors (proposers) for state-ofthe-art, animal management software that will enable the Department to manage the animals in its shelters including impounds, kennel/medical care and records, adoptions and other outcomes. The software would also need to provide the ability to manage animal licensing and permits online, by mail, and in person; manage and document officer investigations, including evidence and humane investigations; and manage calls for service and dispatching.

The City of Los Angeles covers almost 500 square miles with approximately four million citizens. In 2012-13, the Department took in 61,632 cats, dogs, rabbits and other animals. The Department needs a system that will enhance the quality and efficiency of services that it currently now provides. The selected proposer must be capable of providing the best platform, implementation, installation services, application training and support to successfully implement a fully functioning animal management information system which will best meet the Department's needs. The proposed system will be used by staff at six animal care centers, the administrative offices and officers in the field.

#### Definitions

The following terms used in this RFP shall be construed as follows:

- "Board" means the Board of Animal Services Commissioners.
- "City" means the City of Los Angeles, acting by and through the Department of Animal Services.
- "Contract" is synonymous with "Agreement" and means the agreement executed as a result of this RFP.
- "Contractor" means the veterinarian, individual, foundation, partnership, corporation, or other entity to which an agreement is awarded.
- "Department" means the Department of Animal Services.
- "Proposer" means any veterinarian, individual, foundation, partnership, corporation, or other entity who submits a proposal in response to this RFP.

#### Scope of Work

The successful proposal needs to offer the following:

- Demonstrated experience with governmental agencies and with enterprise-level applications that handle upwards of 3.8 million entries annually and over 300 users at multiple locations.
- A detailed plan and schedule to transition from the Department's existing animal shelter software to a new or updated system (as applicable), including any required data conversion, report and/or document conversion and development, application training for staff and as-needed technical support after the new or updated system is activated.
- The chosen contractor must ensure that there will be no negative impact to the Department or the public as a result of the change in software or service providers.
- A detailed implementation plan, including conversion project management, training for approximately 300 employees, and a year of as-needed, implementation-related technical support after the new or updated system is activated.
- A detailed cost breakdown for the entire implementation, including data conversion and costs related to query (report-writing) tools or any customization costs to develop new reports needed for Animal Services. Proposers must provide information on any applicable pricing tiers, fees and discounts to an organization the size of the City of Los Angeles.
- Emergency and contingency plans to address prospective system failures.
- A detailed explanation of the levels and cost of application support available.

- The application must provide the Department with efficient ways to communicate with the public including the ability to generate license renewal and informational notices regarding their animals. The system must also offer efficient ways to extract data such as customizable, built-in reports, the ability to write unlimited, ad hoc reports and the ability to directly query the database. In addition, the Department will need to be able to import and export data from our website, online licensing, donation and vet portal applications as well as Wells Fargo's lockbox processing center and any legacy or future applications with which the Department may be required to develop or interface.
- The application must provide different levels of security access from read-only to administrator.
- The application must secure data fields entered in a manner that does not allow the system to advance without required information entered and saved; and must not allow the end-user to alter data entered without secure levels of authorization.
- The application must be able to provide address verification for addresses within the City of Los Angeles.
- The application must be able to accommodate separation of data for individual locations and client cities.
- The application must be able to support multi-site dispatch and tracking of staff in the field.
- The application must be able to support barcode scanning for daily kennel inventory, animal medications, to-do lists and microchip entry.
- The application must allow Department staff to schedule and manage software updates.
- The application must allow the Department to determine individual field names seen by staff, the content of drop-down lists, add or delete drop-down lists and determine which fields are searchable. The application must also have additional, blank, customizable fields available for the Department to use for specialized data that the Department wishes to keep separately.
- The application must provide graphical kennel cage management tools for staff with the ability to make cages and animals contained therein available to the public.
- The proposer must provide the ability to prevent, minimize and correct data-entry errors, including the prevention of duplicate records. These methods have to be available to Department staff without having to contact the vender.
- The application must provide the ability for department staff to easily track changes to records by user, time and what was changed.
- The ability to interface with the Siebel CRM software being implemented by the City's 3-1-1 system would be a plus.
- The ability for this system to have accounts payable/accounts receivable and animal licensing modules is highly desirable.
- GIS mapping of different types of data is highly desirable.

The Department will own exclusive rights to all data imported or entered into any proposed application and such data may not be used by the proposer in any way without permission from Department management.

#### Personal Services Agreement

The animal management software contractor will provide these services under a Personal Services Agreement with the City of Los Angeles. As per the City Charter, such agreements are entered into through a competitive process. To be considered for award of an agreement, interested parties must respond to this RFP according to the instructions and guidelines stated herein. The proposer(s) who demonstrates it is the most qualified to provide the required services, at the best overall value to the City, will be recommended for award.

The Board of Animal Services Commissioners awards contracts for the Department based on recommendations from staff and a review committee. Subsequent to consideration and approval of award by the Board, the agreement will be subject to review by the City Attorney and the Mayor's Office, and subject to approval by the City Council, prior to execution and start of services.

#### **Minimum Requirements**

The contractor must have at least five years of recent experience successfully providing animal management software for governmental animal care and control organizations.

#### Term

Unless terminated earlier pursuant to the agreement or pursuant to termination provisions within the attached exhibits incorporated herein, the term of the agreement will be for three years, renewable at the City's discretion for three additional one-year terms, for a maximum of six years.

#### **Estimated Value of Agreement**

The Department budgeted \$26,000 this Fiscal Year (July 2012 through June 2013) to pay for unlimited support and a maintenance license for its animal management software costs; it is expected that this amount will also be budgeted in subsequent years. In addition, the Department is expecting that implementation costs, including training, will range from \$50,000 to \$100,000.

#### II. ABOUT THE DEPARTMENT OF ANIMAL SERVICES

#### Services at the Animal Care Centers

The Department offers a wide range of programs and services, including wildlife management and companion animal field services, pet adoption, licensing, low-cost spay/neuter services, microchipping, foster programs, volunteer programs, permits, prevention of animal cruelty, and community outreach programs, among others. Many of our services and programs are offered through our Animal Care Centers located throughout Los Angeles, where staff receive stray or turned-in animals, and after an initial check-up, hold the animals for the legally required period of time before placing them up for adoption. The centers' veterinary staff looks after the health of the center's animals and treats those needing special care.

#### New and Expanded Animal Care Centers

With the passage of the City's Proposition F, the Fire and Animal Facilities Bond, Los Angeles voters signaled their support for new, expanded, and modern facilities for animal care and human interaction. Seven new or expanded facilities now provide community-oriented animal care, a safe environment for animals in the Department's care, and establish community relationships to enhance responsible pet ownership and to increase the number of pets reclaimed by owners or adopted to new homes. Each new or expanded center features comfortable and safely designed public areas and state-of-the-art veterinary care, examination, and observation spaces. All include a major expansion of dog kennel space and large kitchens for preparing animal meals. They feature "get-acquainted" rooms for cats and outdoor yards for the adopter to get to know dogs and other animals. The new outdoor kennels keep animals comfortable with radiant heating built into the concrete kennels for winter, and misting systems for hot days, while human visitors will enjoy the garden settings of the kennel areas. Large community rooms will be used for everything from staff training to community events.

Additional information is available online at: www.laanimalservices.com.

#### **III. PERSONAL SERVICES AGREEMENT**

The proposed Personal Services Agreement will be entered into to provide animal management software. Portions of the top-ranked proposal may be incorporated into the final executed Agreement.

#### **IV. REQUIREMENTS FOR SUBMITTING A PROPOSAL**

#### A. Deadline for Submission

To be considered, proposals must be received on or before [Date, Month Year], 3:00 p.m. Pacific Time, at the address listed below.

#### B. Where to Submit your Proposal

Submit your proposal in a sealed envelope or box labeled "<u>Proposal to Provide Animal Management</u> <u>Software</u>." Indicate your name and address on the outside and deliver to:

Attention: Ross Pool Department of Animal Services 221 North Figueroa Street, Suite 500 Los Angeles, California 90012

#### C. Number of Copies

Please provide one (1) original and five (5) photocopies and plainly identify the respective documents.

#### D. Administrative Requirements for Submittal

All proposals must adhere to the following:

- 1. Acknowledgment of Terms and Conditions: A proposal submitted in response to this RFP shall constitute acknowledgment and acceptance of all terms and conditions set forth herein. Failure of the successful proposer to accept these obligations may result in cancellation of the Contract award.
- 2. Format of Proposals: Proposals must be typewritten, in English, and should be prepared simply and economically, avoiding the use of unnecessary promotional materials.
- 3. The RFP and the top-ranked proposal, or any part thereof, may be incorporated into and made a part of the Contract. The City reserves the right to further negotiate the terms and conditions of the Contract with the selected Contractor.
- 4. The City reserves the right to withdraw this RFP at any time, to reject any and all proposals, to choose not to award a Contract, and to waive any informality in the process when to do so is in the best interest of the City.
- 5. A proposer may withdraw a submitted proposal in writing at any time prior to the specified due date and time. Faxed withdrawals will be accepted. A written request to withdraw, signed by an authorized representative of the proposer, and must be submitted to the Department at the address specified herein for submittal of proposals. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified submission deadline. All proposals submitted and not withdrawn prior to the end of the submission deadline may not

be withdrawn after the submission deadline for a period of ninety (90) days following the deadline for submission of proposals specified in this RFP.

- 6. Timeliness of Proposals: Allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. At the day and time appointed, all timely-submitted proposals will be opened and the name of the proposer(s) may be announced. No other information about the proposals will be made public until after a recommendation for award is made to the Board.
- 7. Deadline Extension: The City reserves the right to extend the deadline for submission should such action is in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposals. Proposals may be withdrawn personally, by written request, prior to the scheduled closing time for receipt of proposals.
- 8. All proposals submitted in response to this RFP become the property of the City.
- 9. Prohibition of Communication during Evaluation Period: After the submittal of proposals and continuing until a Contract has been awarded, all City personnel involved in the RFP will be specifically directed against holding any meetings, conferences, or technical discussions with any proposer except as provided in the RFP. Questions regarding this RFP should be directed only to the RFP/ Contract Administrator indicated on the cover. Failure to comply with this requirement may terminate further consideration of that proposal.
- 10. Cost of Preparation: All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any expenses incurred by the proposer in the preparation and/or submission of the proposal.
- 11. Questions: For questions regarding this RFP, contact Ross Pool at (213) 482-9501, or at ross.pool@lacity.org.

#### V. CONTENTS OF SUBMITTED PROPOSALS

# ALL information requested must be included in your submitted proposal. The proposal must include:

#### A. Cover Letter

Include a cover letter from, and signed by, your authorized representative indicating intent in providing the requested services. The cover letter must provide complete contact information of the person(s) authorized to speak on the proposer's behalf regarding the proposal. Include the name and title of this person, mailing address, telephone, fax, and email addresses.

#### **B.** Financial Capability

Provide copies of bank statements, letters of credit, etc., to demonstrate sufficient financial capability to cash flow the operation during the initial period and through the entire term of the Contract, including sufficient resources to provide adequate staffing, and to provide required bonds. (**Note**: You do not need to submit multiple copies of documentation to demonstrate financial capability. You <u>must</u> include this in your original submittal, but may omit in the copies of your proposal.)

#### C. Qualifications and Experience

Contractor must have experience providing animal management software to governmental animal care and control organizations. Include in your proposal:

- A detailed description of key employees' qualifications and credentials. Include resumes of key staff.
- Provide a list of at least three to five references for the last five years, preferably for organizations similar in size to Los Angeles.
- For how many animal care and control organizations do you provide animal management software? For how many years and what specific services did you provide? Were these services hosted by the client animal care facilities, by your company, or in some other fashion?
- What is your experience providing this software system to a governmental animal care and control organization the size of Los Angeles: four million people, six shelters, nearly 500 square miles, 64,000 animal intake yearly, and 3.8 million entries into its existing system?

Please explain any disciplinary actions, suspensions of license, claims, etc., if any against your company.

#### **D.** Description of Animal Management Software

Submit a description of your animal management software. Your proposal must ensure that there will be no negative impact to the Department or the public as a result of the change in software or service providers.

Your proposal must also address your software's ability to manage the items below and your organization's ability to provide:

• A detailed plan and schedule to transition from the Department's existing animal shelter software to a new or updated system (as applicable), including any required data conversion, report and/or document conversion and development, application training for staff and as-needed technical support after the new or updated system is activated.

- A detailed implementation plan, including conversion project management, training for approximately 300 employees, and a year of as-needed, implementation-related technical support after the new or updated system is activated.
- Emergency and contingency plans to address prospective system failures.
- A detailed explanation of the levels and cost of application support available.
- The application must provide the department with efficient ways to communicate with the public including the ability to generate license renewal and informational notices regarding their animals. The system must also offer efficient ways to extract data such as customizable, built in reports, the ability to write unlimited, ad hoc reports and the ability to directly query the database. In addition, the department will need to be able to import and export data from our website, online licensing, donation and vet portal applications as well as Wells Fargo's lockbox processing center and any legacy or future applications with which the department may be required to develop or interface.
- The application must provide different levels of security access from read-only to administrator.
- The application must secure data fields entered in a manner that does not allow the system to advance without required information entered and saved; and must not allow the end-user to alter data entered without secure levels of authorization.
- The application must be able to provide address verification for addresses within the City of Los Angeles.
- The application must be able to accommodate separation of data for individual locations and client cities.
- The application must be able to support multi-site dispatch and tracking of staff in the field.
- The application must be able to support barcode scanning for daily kennel inventory, animal medications, to-do lists and microchip entry.
- The application must allow Department staff to schedule and manage software updates.
- The application must allow the Department to determine individual field names seen by staff, the content of drop-down lists, add or delete drop-down lists and determine which fields are searchable. The application must also have additional, blank, customizable fields available for the Department to use for specialized data that the Department wishes to keep separately.
- The application must provide graphical kennel cage management tools for staff with the ability to make cages and animals contained therein available to the public.
- The proposer must provide the ability to prevent, minimize and correct data-entry errors, including the prevention of duplicate records. These methods have to be available to Department staff without having to contact the vender.
- The application must provide the ability for Department staff to easily track changes to records by user, time and what was changed.

The Department will own exclusive rights to all data imported or entered into any proposed application and such data may not be used by the proposer in any way without permission from Department management.

#### E. Proposed Fees Worksheet

Indicate your proposed fees in a proposed fees worksheet. You must provide a detailed cost breakdown for the entire implementation, including data conversion and costs related to query (report-writing) tools or any customization costs to develop new reports needed for Animal Services. Proposers must provide information on any applicable pricing tiers, fees and discounts to an organization the size of the City of Los Angeles. In addition, please provide future year's maintenance costs.

#### F. Additional Information (if any)

Up to this point, the Department has required you to address its "must-have" requirements. You may describe other creative solutions that may be in the Department's interest to consider in the future or as part of this proposal. Please provide any additional information which you believe will further demonstrate your ability to meet or exceed the requirements listed in this RFP. Additional information may address:

- The ability to interface with the Siebel CRM software being implemented by the City's 3-1-1 system.
- GIS mapping of different types of data.
- The ability to provide reports by Zip Codes or City Council districts.
- Any other information which further demonstrates your ability to achieve the Department's goals

If no additional information is to be provided, state "No additional information to provide." in response to this section.

#### G. Administrative Requirements and Forms

All bidders and proposers seeking to enter into contracts with the City of Los Angeles are required to comply with the City's contracting requirements. These include:

- Business Inclusion Program
- Affirmative Action
- Equal Benefits Ordinance
- First Source Hiring
- Non-discrimination/EEO
- Slavery Disclosure

Further information on these documents, and their completion, will be found at the labavn.org site.

The Department reserves the right to request additional information and/or clarification regarding submitted documents during the evaluation.

#### VI. ADDITIONAL REQUIREMENTS OF SELECTED CONTRACTOR

After award of the Agreement, and prior to execution, the selected Contractor shall complete and submit the following (forms to be provided to the selected Contractor):

- Living Wage documents
- Contractor Responsibility Ordinance
- City Ethics Commission Forms 50, 55, 56
- Iran Contracting Act Form
- Child Support, ADA, Non-Collusion Compliance Forms

The following must be submitted to the Department before Contract execution:

- Copy of Los Angeles Business Tax Registration Certificate (BTRC)
- Form W-9
- Proof of Insurance, subject to City approval

#### VII. REVIEW, EVALUATION, AND AWARD

#### A. Minimum Requirements

#### 1. Review of Proposals

Staff will review all proposals to determine if they meet the minimum requirements contained in this RFP. The Department reserves the right to request additional information to clarify a submitted proposal.

#### 2. Financial Capability

Proposer must demonstrate that it has sufficient financial capability to cash flow the operation during the initial period and through the entire term of the Contract.

**Proposers who fail to meet the minimum requirements stated herein, or who fail to demonstrate sufficient financial capability, may be disqualified from further evaluation and may be deemed non-responsive.** Proposers will be further evaluated as follows:

#### **B.** Evaluation

An evaluation panel will be convened to evaluate proposals. For those proposers who have met the minimum requirements, this panel may interview them, conduct software demos, speak to references and will be asked by the Department to recommend an award of a contract. Said panel may be comprised of Department staff and/or other appropriate experts.

Proposals will be rated according to the criteria and point scale below. Maximum points are 84:

	Criteria: Cood	Excellent
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Relevant experience of proposer as a group/company/firm	0	ng? 30 1	2	3	4
Relevant experience of the proposer's management and staff	0	1	2	3	4
Successful ability to provide similar services, demonstrated					
through previous experience, history, and other facts; experience		1	2	2	
may be in providing services to the City of Los Angeles, other	0	1	2	3	
government agencies, and/or in the private sector					
Meets or exceeds required qualifications	0	1	2	3	
Demonstrated experience handling the data entry required of an					
organization the size of Los Angeles					
Do references corroborate the proposer's knowledge, skills, and	0	1	2	3	
abilities?	0	1	2	З	
scription of animal management software: 45%					
Software's ability to meet departmental needs	0	_ 1	2	3	
Does the proposer provide a detailed plan to transition from one					
system (if applicable) to another with no negative service impact?	0	1	2	3	
(This includes emergency and contingency plans.)					
Plans to implement system, train staff and provide technical	0	1	2	3	
support are comprehensive	0	1	~	5	
Does the proposal address effective communication with the					
public, including licensing renewals and other animal-related	0	1	2	3	
notices?					
Does the software offer appropriate address verification, data			_	_	
extraction and separation, report writing, importing-exporting, and	0	1	2	3	
queries?					
Is the software secure and does it have the safeguards needed to	0		•	0	
minimize tampering of data? Can it easily track changes to	0	1	2	3	
records by user, time, and data changed?					
Can the software dispatch staff and track their activities in the	0	1	2	3	
field?					
Can the software assist the Department various inventory needs	0	1	2	2	
using bar codes? Does it provide graphical cage management	0	1	2	3	
tools for staff and the public?					
Is the software user-friendly, allowing staff to	0	1	2	2	
update/manage/edit/change fields? Does it prevent duplicate	0	1	2	3	
records?					
nancial Capability 5%					
Provides all information requested in the RFP	0	1	2	3	
Demonstrates sufficient financial capability to provide software		1			
	0	1	2	3	

Cost to City: Is it the best overall value to the City? 20%					
Proposed fees and overall value to the City	0	1	2	3	4
Fees are demonstrated to be feasible, appropriate, and within budget?	0	1	2	3	4
Detailed explanation of the levels and cost of application support	0	1	2	3	4
Does the proposer clearly identify costs related to report-writing, or customization? Are pricing tiers, fees and discounts included?	0	1	2	3	4
Does the proposer provide creative solutions that may result in departmental improvements/efficiencies?	0	1	2	3	4

All proposals will be evaluated solely on the basis of the criteria listed above and the ranking of any review panel will serve solely to assist Department staff to evaluate the merits and viability of each proposal. Staff will independently formulate a recommendation to the General Manager, who will be free to accept or reject the review panel's recommendation and present his/her recommendation to the Board in a Board report. The Board will consider the General Manager's recommendation during a public Board meeting and may accept or reject the General Manager's recommendation in making their decision as to the selection, stating publicly the reasons for their action. The proposed Contract is subject to review by the Office of the Mayor, the City Attorney and the City Council's approval or rejection pursuant to Charter Section 373.

#### C. Award of Contract

The General Manager of the Department recommends contract awards to the Board of Animal Services Commissioners. The Department will notify all proposers in writing of the General Manager's recommendation. Once the contract or contracts are approved by the Board, the selected proposer will complete and submit the additional documents as required by City ordinance, State, or Federal laws, after which the Contract or Contracts will be forwarded to the Los Angeles City Council for final approval.

Contracts are deemed to be executed upon the date of signature, or as otherwise stipulated in the Contract.

#### **D.** Contractual Arrangements

The proposer selected to perform the services outlined in this RFP will enter into a Contract, approved as to form by the City Attorney, directly with the City of Los Angeles.

#### E. Verification of Information

The Department reserves the right to verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the Department reserves the right to reject that proposal. If it is determined that a Contract was awarded as a result of false statements or other data submitted in proposal to this RFP, the Department reserves the right to terminate the Contract.

#### VIII. ATTACHMENTS

Attachment A: Administrative Requirements and Forms

[TBD]

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c) (12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 (provided in the Administrative Requirements and Forms Attachment) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

#### 6AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND Found Animals Foundation, Inc..

#### FOR AN ELECTRONIC ANIMAL IDENTIFICATION SYSTEM

THIS AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department"), and Found Animal Foundation, Inc., on ("Found Animal" or "Contractor"), with regard to the following:

WHEREAS, the Department desires an electronic animal identification system based upon subcutaneous implantation of devices using passive integrated transponder (PIT) tag technology; and

WHEREAS, Section 53.15.5 of the Los Angeles Municipal Code requires the Department to implant each dog and cat adopted from the Department's care centers with an electronic animal identification device; and

WHEREAS, the purpose of this electronic animal identification system is to establish a safe, effective, and accurate method of identifying dogs, cats, and other animals in the City of Los Angeles using modern technology, and to reunite lost pets with their owners; and

WHEREAS, the desired electronic animal identification system will augment the Department's present animal licensing and identification program; and

WHEREAS, the Department released a Request for Proposals on September 26, 2013, to acquire an electronic animal identification system, received three proposals, and selected Found Animals' proposal as best meeting the Department's needs.

NOW THEREFORE, in consideration of the above premises and of the covenants and representations established herein, the parties agree as follows:

SECTION I. Representatives of the Parties and Service of Notice

- A. The representatives of the parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:
  - 1. The representative of the City shall be the General Manager of the Department, or that person's authorized representative, as follows:

Brenda Barnette, General Manager Department of Animal Services 221 North Figueroa Street, Suite 500 Los Angeles, California 90012 Phone: (213) 482-9558 Fax : (213) 482-9511

 The representative of Contractor shall be: Aimee Gilbreath, Executive Director Found Animals Foundation, Inc. PO Box 66370

#### Los Angeles, California 90066

#### SECTION II. Term of Agreement

Unless terminated earlier pursuant to this Agreement or pursuant to termination provisions within the attached exhibits incorporated herein, the term of this Agreement shall be two (2) years, commencing on the effective date, and may be renewed for up to three (3) additional one (1) year agreements at the sole discretion of the Department. The Department may terminate this Agreement at any time during the term by giving 30 days written notice to Contractor.

#### SECTION III. Maximum Payment Per Fiscal Year

Payment to the Contractor by the City shall not exceed \$400,000 per City's fiscal year (defined as July 1 through June 30). This provision does not mean that the City is required to reach or approach this amount.

#### SECTION IV. Standard Provisions for City Contracts

The City's Standard Provisions for City Contracts, Revised 03/09 ("Standard Provisions"), are attached hereto and incorporated herein as Exhibit A, and made part of this Agreement.

SECTION V. Scope of Services

- A. General Requirements
  - The Contractor shall provide the Department pre-registered PIT tags to implant into dogs and cats adopted from the Department's Animal Care Centers, as well as other Care Center animals as requested; and for all pets owned by members of the public who request this service from the Department during the term of this Agreement. Also, the Contractor shall provide the Department, at no additional charge, all scanners, equipment, related supplies, and support needed to implement and maintain the System throughout the term of this Agreement, including Agreement renewals.
  - 2. At the start of the term of this Agreement, Contractor may be required to provide the Department with up to 190 scanners to meet its requirements. The scanner shall be provided within 30 calendar days of this Agreement's execution, as follows:

Six Department facilities may require approximately 10 scanners at each location for care center staff (veterinary staff and animal control technicians). These facilities will require a variety of scanners (heavy-duty, mini-scanners, pole-style scanners, etc.) to scan a variety of animals (large and small animals, aggressive animals, etc.).

The Department requires approximately 90 scanners for field staff (animal control officers). Scanners for field staff should be small or "mini"-style scanners, and/or pole-style scanners, readily usable by field staff in a variety of outdoor and indoor environments.

Contractor may also provide, at the start of the term of this Agreement, 20 scanners for use by the City of Los Angeles, Department of Public Works, Bureau of Sanitation. Said scanners shall be delivered to the Department of Animal Services (which shall distribute scanners to Bureau of Sanitation staff).

Cost of the scanners are:

Universal Scanners Xtend Max Wand

Universal Scanners ISO Max V

Universal Scanners Imax + First six (6) units free Additional Units \$65.00 Buy one, Get one Free\*

\$500.00 Buy one, Get one Free\*

\$300.00 Buy one, Get one Free\*

\*Limit of 25 free Scanners

- 3. At the Department's request, and as the Department's needs change, Contractor may be required to provide additional scanners to the Department.
- 4. Scanners provided to the Department by Contractor shall become the property of the Department. The Department shall not be obligated to return scanners to the Contractor upon termination of this Agreement.
- 5. The Contractor shall offer a variety of PIT tag scanner types, to provide the maximum benefit to the Department, such as heavy-duty scanners, mini-scanners, pole-style scanners, and any other types designed for dangerous and hard to handle animals, and shall provide detailed specifications and operation instructions for each. The scanners shall be capable of reading all makes and models of PIT tags commonly used in North America.
- 6. The equipment proposed is required to be for a complete animal identification system using PIT technology.
- 7. The components of the System are 100% compatible with each other and all other PIT tags. The Contractor shall guarantee that the System is complete, that the components are compatible with each other, and that they meet the needs of the City. The Contractor shall identify the manufacturer and model of all equipment used and shall provide all technical information at the Department's request.
- 8. The components of the System meet all federal, state, and City requirements, including safety provisions.
- 9. All electrical equipment proposed shall be approved and/or certified as safe by a recognized electrical testing facility such as the Underwriters Laboratory or other widely-recognized organization.
- B. PIT Tag Requirements; PIT Tags shall:
  - 1. Be able to detect the radio frequency signals transmitted from the PIT tag scanner and respond by transmitting the PIT tag identifier in a radio frequency readable by the PIT

tag scanner. PIT tags shall be readable by all industry standard scanners widely used in North America.

- 2. Be encoded with a unique PIT tag identifier that shall be transmitted to the PIT tag scanner when activated by the PIT tag scanner's sending signal.
- 3. Have a guaranteed useful life span of fifteen (15) years or more (preferably twenty years) after implantation.
- 4. Have a PIT tag identifier that is guaranteed by the Contractor to be unique for the life span of the implanted PIT tag, assuming approximately 38,000 implantations by the Department per year.
- 5. Be constructed of non-toxic materials, be hermetically sealed in bio-compatible material, be migration resistant, and have a smooth surface that shall permit dependable and reliable implanting into animals.
- 6. Be shipped with identification labels as detailed below:
  - a. The identification labels shall be pressure sensitive with an approximate size of 1 inch by 2 5/8 inches (Avery model 5160 or similar).
  - b. Pre-printed with
    - i. The PIT tag identifiers
    - ii. The bar code representation of the PIT tag identifiers. The bar code shall be imprinted in Code 39 bar code symbology at medium density or other industry standard.
- 7. Be shipped in a sterile package ready for use with the PIT tag injection device.
- C. PIT Tag Scanners shall:
  - 1. Be capable of reading, displaying, storing, and processing PIT tag identifier codes that are included in the System proposed, by sending and receiving radio frequency signals.
  - 2. Be capable of detecting the existence of any PIT tag widely used in North America regardless of the manufacturer or the PIT tag identifier codes used and be capable of reading and displaying the PIT tag identifier.
  - 3. Have a reading distance of approximately six to twelve inches from the implant location of the PIT tag on the animal, regardless of the orientation of the PIT tag.
  - 4. Be capable of performing all functions with one-hand operation.
  - 5. Have an error rate of less than one error per one hundred thousand PIT tag readings or equivalent to the industry standard.
  - 6. Have a readout response time of approximately one second or less after each PIT tag reading.
  - 7. Be portable and powered by rechargeable batteries. The Contractor shall provide battery chargers to the Department at no additional charge.

- 8. Be able to store up to approximately 1,000 PIT tag identifiers with the time and date that they were read.
- 9. Be lightweight (approximately 3 lbs. or less) and easily held and operated by Department employees the entire normal workday.
- 10. Be moisture proof.
- 11. Be shatter resistant.
- 12. Have an audible indicator (beep sound) when a PIT tag is detected.
- 13. Have an automatic shutdown and/or turn off when left unattended.
- D. PIT Tag Injection Devices shall:
  - 1. Use a needle that is approximately 12 gauge or smaller.
  - 2. Be designed for use by one person, during normal operations, when implanting PIT tags in domestic dogs and cats.
  - 3. Be able to be used by all Department veterinarians and veterinary technicians to implant PIT tags.
- E. Additional System Requirements
  - 1. Data Processing Capabilities: The System has the data processing capabilities of sorting, downloading, and processing all PIT tag identifiers.
  - 2. Training: The Contractor shall provide training on the procedure for implanting PIT tags, the use of the PIT tag scanners, and other necessary training for Department staff who use the System, as requested by the Department, at no additional cost. If requested by the Department, training shall be available initially at the start of this Agreement, and from time to time thereafter as required by the Department during the term of this Agreement. The Department's veterinarians and veterinary technicians shall be trained to use the scanners and implant the PIT tags; field staff (animal control officers) and care center staff (animal care technicians) shall be trained to use the scanners. Other Department staff may require training as needed to fully implement the System.
  - 3. Sales Representation: The Contractor shall provide sales representation to the Department, at no additional cost. The Contractor's sales representative shall be available to visit Department staff at the Department's Care Centers approximately once a month, to provide training in using the System, updates on new equipment and products, and related support and information as requested by the Department.
- F. Registry/Database Requirements
  - 1. Database Requirement: The Contractor shall have a computerized database containing PIT tag identifiers and all corresponding information available related to implanted animals, including the name of the owner, address, city, state, zip code, telephone number, and the veterinarian or organization performing the implantation regardless of

the manufacturer of the PIT tag. This database shall be maintained for the term of this Agreement plus 10 years after the term of this Agreement. In addition, the database shall include the names of pet owners who have moved, whose pets have died or have been destroyed, and whose pets may be scanned in other jurisdictions.

- Toll-Free Telephone Service: The Contractor shall provide a staffed, toll-free telephone service that the City and the public can call 24 hours a day, 7 days per week, and 365 days per year, to obtain the name, address, and telephone number (if available) of the pet owner if the PIT tag identifier is provided.
- 3. Enrollment in registry/database: PIT tags provided by Contractor shall be pre-registered into the Contractor's registry. Contractor shall offer the enrollment into the registry as a life-time membership, with no annual fees charged to the pet owner (although additional fees may be charged to the pet owner for a new registration [change of ownership] or change of pet owner's information).
- 4. Update of the City Database: The database shall include an automatic method or procedure to provide the Department with all available information on all animals implanted which are harbored within the City of Los Angeles in a timely manner, not to exceed 72 hours after initial entry into the database or update.
- G. Public Outreach
  - 1. Public Outreach Plan: The Contractor shall conduct a comprehensive public information plan throughout the term of this Agreement to inform the public about the System, its safety, and the benefits of having their pets implanted with PIT tags.
  - Printed Information: The Contractor shall provide, at its own cost, printed materials (such as brochures, displays, banners, and handouts) and/or electronic media (such as videos, DVDs, etc.) pertaining to the use, advantages, safety, and benefits of the System. The Contractor shall provide enough printed material to be distributed in all Department Care Centers and at Department-held special events.
- H. Future Equipment Compatibility
  - 1. The System and related equipment acquired under this Agreement shall be compatible with future identification systems and equipment offered by the Contractor or any other manufacturer of similar identification systems and equipment for the 20-year life of the PIT tags.
  - 2. The Contractor shall provide to the Department new or upgraded equipment and technology that may be offered by the Contractor in the future, at no additional charge to the Department.

#### SECTION VI. Department Requirements

A. During the term of this Agreement, the Contractor shall be the Department's exclusive provider of PIT tags.

B. The Department shall provide Contractor with information related to each animal implanted with a PIT tag. The information provided by the Department shall include: the PIT tag code number; the date the PIT tag was implanted; descriptive information of the animal implanted;

the animal owners name, address, and telephone number; and record identification information. The information shall be transmitted to Contractor in a reasonable time after implantation, but not later than two weeks after implantation, and in a method determined by the Department.

C. The Department shall designate a Contract Administrator, who shall monitor Contractor's compliance with and performance under the terms of this Agreement and shall provide information to Contractor in areas relating to policy and procedural requirements.

#### SECTION VII. Prices, Ordering, and Invoicing

A. Contractor shall provide the Department with PIT tags pre-registered into Contractor's database, according to the following price schedule:

38,000 microchips annually at a cost of \$3.74 each

Above prices cover PIT tags and registration. In the event that an animal adopted from a Department Care Center has a PIT tag implanted by a previous owner, and the animal's adopter wishes to register their new pet to himself/herself, Contractor shall reregister the animal at no charge.

- B. The Department shall order PIT tags and related equipment from the Contractor when needed, approximately once each month or every other month. The order shall specify the quantity of PIT tags to be obtained and the location where the PIT tags are to be delivered.
- C. Contractor shall deliver the ordered PIT tags and related supplies within five working days after receipt of the order.
- D. Invoices shall be submitted to the Department according to the Billing and Invoicing Requirements in the Standard Provisions.
- E. The Department is not obligated to purchase PIT tags from Contractor unless funds are available specifically for that purpose and unless an order is placed with the Contractor by the Department.

#### SECTION VIII. Miscellaneous Provisions

A. Termination

The Department may terminate this Agreement for CITY's convenience at any time by giving Contractor thirty (30) day's written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses. Thereafter, Contractor shall have no further claims against the City under this Agreement.

In the event Contractor defaults in the performance of any of the terms or conditions of this Agreement, or becomes unable through personal non-capacity to fulfill its obligations under this Agreement, the Department shall have the following options without any further notice or authorization from Contractor, and its choice of any option shall in no way waive its right to select any other option at any time:

1. The Department may give Contractor a written notice of such default. If Contractor does not cure said default within 30 days after notice (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, the Department may terminate this Agreement, and/or;

2. The Department may recover, to the extent allowed by law, any and all loss or damage which may be due the Department.

#### B. Insurance

The Contractor shall acquire and maintain the insurance coverage and liability limits for this Agreement as listed in Exhibit B, "Insurance Requirements." Evidence of coverage shall be provided according to the City's "Instructions And Information On Complying With City Insurance Requirements," included in Exhibit B. Contractor's insurance shall be approved by the City of Los Angeles, City Administrative Officer, Risk Management Division, prior to start of services.

#### SECTION IX. Confidentiality of Department Information

Contractor shall treat all information provided by the Department under this Agreement as secure and confidential and such information maybe used only for purposes of implementing terms and conditions of this Agreement. Contractor shall not sell, disseminate, distribute, or circulate in any manner animal information provided by the Department regarding animals implanted with PIT tags or owners of such animals; nor shall the Contractor use the information provided to solicit donations for its own use. Not withstanding this provision, Contractor shall at all times provide information from its database to persons or agencies who have scanned an animal and identified a Contractor's PIT tag. The provision of this section survives termination of this Agreement.

Animal Services is willing to provide you with microchip data on a regular, at least monthly, basis in return for you providing Animal Services with reciprocal update information from your database on all microchips in, or originating in the City of Los Angeles. The data will be provided electronically in a way that benefits both parties.

Animal Services is entrusted with and must safeguard owners' private information. Therefore, we must ensure that the data provided to you by Animal Services will not be used by Found Animals for commercial purposes, such as selling the data to third parties. In return, Animal Services will not use your information for commercial purposes.

#### SECTION X. Required Information

Alternate forms and methods of providing the information required by each party of this Agreement, including electronic transfer, may be mutually developed by Contractor and the Department.

#### SECTION XI. Assumption of Costs

Contractor assumes all costs arising from the use of patented, trademarked, copyrighted, or service-marked materials, equipment, devices, processes, or rights used for this Agreement. Contractor agrees to indemnify the City from all damages, costs, expenses, and actions in law or equity for or on account of the use of any protected item used by the Contractor. The Department's accounting section will process invoices within two (2) weeks.

#### SECTION XII. Successors and Assigns

All of the terms, conditions, and provisions hereof shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement whose consent shall not be unreasonably withheld.

#### SECTION XIII. Severability

Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole, and the Agreement will continue as modified.

#### SECTION XIV. Disputes

Should a dispute or controversy arise concerning provisions of this Agreement or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

#### **SECTION XV. Incorporation of Attachments**

The following Exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Standard Provisions for City Contracts (Revised 03/2009)

Exhibit B: Insurance Requirements

#### SECTION XVI. Order of Precedence

In the event of any inconsistency between the provisions of this Agreement and/or the Exhibits, the inconsistency shall be resolved by giving precedence in the following order:

- 1. This Agreement
- 2. Exhibit A, Standard Provisions for City Contracts (Revised 03/2009)
- 3. Exhibit B, Insurance Requirements

#### SECTION XVII. Entire Agreement

This Agreement, including Exhibit A, Standard Provisions, and B, Insurance Requirements, contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements whether oral or written and may be modified or amended only as herein provided. This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement below.

The City of Los Angeles, Department of Animal Services	FOUND ANIMALS Identification Systems, Inc.
By Brenda Barnette, General Manager	By Aimee Gilbreath Executive Director
Date:	Date
APPROVED AS TO FORM: MIKE FEUER, City Attorney	(second signature required of corporations) FOUND ANIMALS Identification Systems, Inc.
By Dov S. Lesel, Assistant City Attorney Date	By Dennis Phillips Chief Operating Officer
ATTEST:	Date
HOLLY L. WOLCOTT, City Clerk By Deputy City Clerk	
Date	

#### BOARD OF ANIMAL SERVICES COMMISSIONERS

DAVID ZAFT PRESIDENT

ALANA YANEZ VICE PRESIDENT

JENNIFER BRENT LARRY GROSS ROGER WOLFSON **City of Los Angeles** 

CALIFORNIA



ERIC GARCETTI MAYOR DEPARTMENT OF ANIMAL SERVICES 221 North Figueroa Street 5<sup>th</sup> Floor Los Angeles, CA 90012 (888) 452-7381 FAX (213) 482-9511

BRENDA F. BARNETTE General Manager

JOHN CHAVEZ Assistant General Manager

# Report to the Board of Animal Services Commissioners Brenda Barnette, General Manager

COMMISSION MEETING DATE: March 25, 2014 PREPARED BY: John D. Chavez

**REPORT DATE:** March 21, 2014

TITLE: Asst. General Manager

# SUBJECT: TWO-YEAR AGREEMENT TO PROVIDE AN ANIMAL ELECTRONIC IDENTIFICATION SYSTEM ("MICROCHIPS")

# **BOARD ACTIONS RECOMMENDED:**

- AWARD a two-year Agreement, with three one-year renewal options, substantially in the form as attached, with the Found Animals Foundation (Found Animals), to provide an Animal Electronic Identification System. The approval is subject to the proposer complying with the required Office of Contract Compliance's compliance forms;
- DIRECT staff to transmit the proposed Agreement concurrently to the Office of the Mayor, and the Office of the City Attorney for approval as to form and legality, and subsequently to the City Council, and authorize the General Manager of the Department of Animal Services to execute the subject Agreement upon receipt of necessary approvals.
- 3. DIRECT the City Attorney to prepare an ordinance that would amend the relevant Los Angeles Municipal Code to allow the Department to retain microchip revenues at the end of the fiscal year; and submit the draft ordinance to the Mayor and Council for approval.

#### SUMMARY

The Board of Animal Services Commissioners authorized the Department to release a Request for Proposals (RFP) for an animal electronic identification system, which includes pet microchips, microchip readers, a fully staffed pet registry and related

#### Report to the Board of Animal Services Commissioners Subject: Two-Year Agreement with Found Animals to Supply Microchips

support. Staff released the RFP on September 26, 2013 and the proposals were due on October 28, 2013.

At its meeting of January 28, 2014, the Department recommended entering into an agreement with Found Animals to provide microchips for a two-year period, with three one-year renewal options. During the discussion, public comments were raised regarding Found Animals' ability to meet the terms of the proposed agreement.

Since then, the Department reviewed the transcript of a County of Los Angeles panel related to an RFP issued by the Department of Animal Care and Control. After review of the document, the Department believes that any contractual issues can be worked out through the negotiation process. Therefore, Animal Services recommends that the Board authorize the Department to enter into negotiations with Found Animals for a contract to supply microchips and microchip readers, a fully staffed pet registry and related support.

#### THE RFP PROCESS

Staff's outreach consisted of an advertisement in the *Los Angeles Daily Journal*, contacting the existing contractor, posting the opportunity on the Department's website and the Los Angeles Business Assistance Virtual Network (<u>www.labavn.org</u>).

The following proposals were received:

- Merck, Animal Health (HomeAgain)
- Avid Identification Sysem, Inc.
- Found Animals Foundation (Found Animals)

To evaluate the proposals, staff formed a panel consisting of three Department employees in the medical, field operations and administrative units. Each panelist certified that they had no conflict of interest, and that they were able to evaluate the proposals fairly.

Panel members evaluated the proposals according to criteria listed in the RFP: the proposers' experience and qualifications, proposed services, training plan, and proposed compensation to the City.

The evaluators developed an initial score. The Department then convened a scoring debriefing meeting on December 3, 2013 to discuss these initial scores. As a group, the evaluators reviewed each proposal and discussed significant scoring deviations. After listening to why an evaluator scored a proposal category relatively high or low, all evaluators had the opportunity to revise their scores using their best judgment.

Additionally, an interview was held with each of the three vendors to enable them to answer questions that the panel had regarding their written presentation. At the end of this process, final individual scores were totaled and an average score was developed for each. The submittal from Found Animals scored the highest and is being recommended for a two-year contract with three one-year renewal options.

#### Found Animal

<u>Experience and Qualifications</u>: Found Animals, founded in 2006, provides low-cost microchips and scanners to high-volume shelters in the Los Angeles area. Found Animals supplies the microchips, scanners and provides registration services.

<u>Proposed Services</u>: Found Animals will provide pre-registered ISO standard microchips along with universal scanners, including pole scanners to be used on dangerous animals. (The procurement of pole scanners was an important criterion requested by the Board.) These scanners increase employee safety when fractious animals are scanned.

Services will also include unlimited free registration, updates, re-registration of all microchips; and 24-hour online and phone access to pet and owner information in the registry. Found Animals will also provide staff training to ensure that shelter, field and veterinary staff are knowledgeable regarding the implantation of the microchips and use of scanners to retrieve information.

<u>Training Plan</u>: Found Animals representatives will coordinate the initial training with each of the shelters, and include medical, field and shelter employees. The training will be provided by three qualified Found Animals employees. Specific training will include implanting the microchips into animals, proper use of scanners, both hand-held and pole type. In addition, staff will be provided training in accessing the Found Animals registry. If additional training is required, Found Animal staff will provide follow-up training as needed on a quarterly basis.

<u>Compensation to City</u>: Found Animals proposes to supply 38,000 microchips annually at at cost of \$3.74 per microchip. In addition a variety of scanners, including hand-held and pole scanners will be provided. The cost of the scanners is:

Liniversal Seenners, Vtend Max Wand	First six units free; additional units \$65		
Universal Scanners, Xtend Max Wand with "Buy one, Get one Free"*			
Universal Scanners, ISO Max V Cost \$500; "Buy one, Get one Free			
Universal Scanners, Imax+ Cost \$300; "Buy one, Get one Free"*			
	(*1 imit of 2E free cooppore)		

(\*Limit of 25 free scanners)

<u>Recommendation</u>: The panel believes Found Animals' experience, qualifications, training plan, and proposed services bring much-needed benefits to the Department and the public, and therefore recommends that Found Animals be awarded the agreement. The Department concurs and will work with the City Attorney to develop the proper agreement for providing microchips to the City.

#### **REQUEST TO RETAIN MICROCHIP REVENUE**

The Department will purchase microchips for \$3.74 per chip from Found Animals. Funding for the program is provided by fees charged to implant microchips (\$15 for an

#### Report to the Board of Animal Services Commissioners Subject: Two-Year Agreement with Found Animals to Supply Microchips

adopted animal; \$25 to a member of the public who brings a pet for microchipping<sup>1</sup>). Funds generated by the sale of microchips are deposited into the Electronic Animal Identification Device Revolving Fund (Fund 41-C) and used to purchase additional microchips.

At the end of each fiscal year, the Fund's balance is transferred into the City's General Fund. At the end of Fiscal Year 2013 \$35,000 was transferred to the General Fund. This reversion has serious and negative impacts on the Department's operations. It creates a zero balance in the Fund at the beginning of the new fiscal year and Animal Services is unable to purchase any new microchips until the Fund is reasonably replenished. Often, this results in late payment to the contractor.

To remedy this, the Department is requesting a change to the Los Angeles Municipal Code that would authorize the Department to retain microchip Fund balances at the end of each fiscal year.

#### **FISCAL IMPACT**

The retention of microchip revenues by the Department will reduce the amount that would have gone to the General Fund. However, the Department can work with the City Administrative Officer in the budget process to establish a minimum amount needed in Fund 41-C to enable the Department to purchase sufficient microchips during the fiscal year. Any surplus can be returned to the General Fund.

## APPROVED

## **BRENDA BARNETTE, General Manager**

Attachment:

Draft Electronic Animal Identification System Agreement

<sup>&</sup>lt;sup>1</sup> Microchip fees are currently waived for New Hope rescue partners and for occasional special events/promotions.

# Report to the Board of Animal Services Commissioners Subject: Two-Year Agreement with Found Animals to Supply Microchips

# **BOARD ACTION:**

 Passed	Disapproved	
 Passed with noted modifications	Continued	
 Tabled	New Date	

#### BOARD OF ANIMAL SERVICES COMMISSIONERS

DAVID ZAFT PRESIDENT

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LARRY GROSS

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# **City of Los Angeles**

CALIFORNIA



ERIC GARCETTI MAYOR DEPARTMENT OF ANIMAL SERVICES 221 North Figueroa Street 5<sup>th</sup> Floor Los Angeles, CA 90012 (888) 452-7381 FAX (213) 482-9511

BRENDA F. BARNETTE General Manager

JOHN CHAVEZ Assistant General Manager

# Report to the Board of Animal Services Commissioners Brenda Barnette, General Manager

# COMMISSION MEETING DATE: March 25, 2014

PREPARED BY: John Chavez, Assistant General Manager

REPORT DATE: March 7, 2014

# SUBJECT: RFP FOR ANIMAL MANAGEMENT SOFTWARE

## **BOARD ACTIONS RECOMMENDED:**

- 1. AUTHORIZE the Department to release a Request for Proposals (RFP), substantially in the form as attached and subject to approval of the City Attorney as to form and legality, for the selection of a contractor to provide animal management software.
- 2. DIRECT the Department to report back with the recommended proposer and award a three-year agreement, with three one-year renewal options.

## SUMMARY

On April 24, 2012 and May 22, 2012, the Commission heard the Department's request to issue a Request For Proposal (RFP) for animal management software. This software is required to manage and track animal shelter data such as intake and outcomes, adoptions, inventory, spay/neuter, licensing, medical history, and other key information.

At these meetings, Board members had questions about the RFP, requested that staff have the Information Technology Agency review the document, and after this review, return with a revised RFP. Animal Services complied with this direction and at the

AN EQUAL OPPORTUNITY EMPLOYER

September 11, 2012 Board meeting, submitted the attached RFP for review and approval.

During this meeting, a discussion occurred relative to the makeup of the evaluation panel and the number of panelists. Disagreements about the number of outside panelists vs. City panelists and whether this panel should have three, five or seven panelists resulted in no action being taken by the Board.

The Department's position is that the makeup and size of the review panel is a procedural – and not policy -- decision that falls under the purview of the General Manager. Staff believes strongly that the panel should include staff from the following areas: shelter, medical, field, IT, administration plus one representative from City's Information Technology Agency, if available, and one outside expert.

As such, the Department requests that Board consider the following policy decision: to allow Animal Services to release an RFP and report back with the recommended proposer and draft agreement.

## BACKGROUND

Animal Services contracted with HLP, Inc. in 2000 for its animal management software, "Chameleon." Chameleon manages and tracks animal shelter data; this information resides on a server. The Department extracts this data and run reports for the public and elected officials. The Department also uses this data to determine how well it is providing animal control and care services.

For example, in the Department's "WoofStat<sup>1</sup>" meetings, the General Manager uses Chameleon-generated reports to show trends relative to citations, adoptions, spay/neuter surgeries, and live-save rates, among others. When it is apparent that a trend is occurring, or if there is a spike in a metric, staff analyzes the cause and effect, as well as how to minimize the trend, or try to replicate it across shelters. By continuously monitoring key performance measures – obtained primarily by using its animal management software – the Department can efficiently use its resources to achieve its objectives.

Since information technology changes rapidly, the Department believes that after nearly 14 years with the same system, it is prudent to determine whether there is a more efficient and effective animal data management system that can benefit the Department.

<sup>&</sup>lt;sup>1</sup> "WoofStat" gets its name from "CompStat," a computerized crime analysis system used by Chief William Bratton in the New York Police Department. This is a statistical tool for crime reduction which maps crimes and identifies problems. In regular meetings, police brass meet with commanders to discuss problems, devise strategies and solutions to solve problems. Animal Services is using a similar approach, called "WoofStat," to address animal control and care issues.

A new software, or an updated version of Chameleon, is expected to greatly assist in reducing the workload for the Department's two-person systems section.

# PROPOSED SCOPE OF WORK

The successful proposal must offer the following:

- Demonstrated experience with governmental agencies and with enterprise-level applications that handle upwards of 3.8 million entries annually and over 300 users at multiple locations.
- A detailed plan and schedule to transition from the Department's existing animal shelter software to a new or updated system (as applicable), including any required data conversion, report and/or document conversion and development, application training for staff and as-needed technical support after the new or updated system is activated.
- The contractor must ensure that there will be no negative impact to the Department or the public as a result of the change in software or service providers.
- A detailed implementation plan, including conversion project management, training for approximately 300 employees, and a year of as-needed, implementation-related technical support after the new or updated system is activated.
- A detailed cost breakdown for the entire implementation, including data conversion and costs related to query (report-writing) tools or any customization costs to develop new reports needed for Animal Services. Proposers must provide information on any applicable pricing tiers, fees and discounts to an organization the size of the City of Los Angeles.
- Emergency and contingency plans to address prospective system failures.
- A detailed explanation of the levels and cost of application support available.
- The application must provide the Department with efficient ways to communicate with the public including the ability to generate license renewal and informational notices regarding their animals. The system must also offer efficient ways to extract data such as customizable, built-in reports, the ability to write unlimited, ad hoc reports and the ability to directly query the database. In addition, the Department will need to be able to import and export data from our website, online licensing, donation and Vet Portal applications as well as Wells Fargo's lockbox processing center and any legacy or future applications with which the Department may be required to develop or interface.
- The application must provide different levels of security access from read-only to administrator.
- The application must secure data fields entered in a manner that does not allow the system to advance without required information entered and saved; and must not allow the end-user to alter data entered without secure levels of authorization.

- The application must be able to provide address verification for addresses within the City of Los Angeles.
- The application must be able to accommodate separation of data for individual locations and client cities.
- The application must be able to support multi-site dispatch and tracking of staff in the field.
- The application must be able to support barcode scanning for daily kennel inventory, animal medications, to-do lists and microchip entry.
- The application must allow Department staff to schedule and manage software updates.
- The application must allow the Department to determine individual field names seen by staff, the content of drop-down lists, add or delete drop-down lists and determine which fields are searchable. The application must also have additional, blank, customizable fields available for the Department to use for specialized data that the Department wishes to keep separately.
- The application must provide graphical kennel cage management tools for staff with the ability to make cages and animals contained therein available to the public.
- The proposer must provide the ability to prevent, minimize and correct data-entry errors, including the prevention of duplicate records. These methods have to be available to Department staff without having to contact the vender.
- The application must provide the ability for department staff to easily track changes to records by user, time and what was changed.
- The ability to interface with the Siebel CRM software being implemented by the City's 3-1-1 system would be a plus.
- The ability for this system to have accounts payable/accounts receivable and animal licensing modules is highly desirable.
- GIS mapping of different types of data is highly desirable.

The Department will own exclusive rights to all data imported or entered into any proposed application and such data may not be used by the proposer in any way without permission from the Department.

The Board directed Animal Services to have this RFP reviewed by ITA. In 2012, Brenda Barnette and John Chavez met with the Information Technology Agency's executive staff to discuss the RFP. In addition, ITA staff, and an outside expert in both systems and animal welfare, reviewed this RFP and provided Animal Services with input that has been incorporated.

# FISCAL IMPACT:

This cannot be determined until proposals and their respective costs are submitted to the Department. Preliminary research indicates that a switch to a new contractor may

require an additional \$50,000 to \$100,000 in implementation costs. This funding is being requested in the proposed 2014-15 budget.

Approved:

# Brenda F. Barnette, General Manager

Attachment

#### **BOARD ACTION:**

 Passed	Disapproved	
 Passed with noted modifications	Continued	
 Tabled	New Date	