



Town of Oyster Bay
Department of Public Works
Nassau County, New York

**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL SERVICES**

NOTES:

1. **ISSUANCE DATE:** July 25, 2024
 2. **THIS RESPONSE IS DUE BY:** August 29, 2024
[Consideration will only be given to responses received on or before 3:45PM on August 29, 2024]
 3. **Copies to be submitted:** Three (3) hard copies and one (1) electronic copy
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**Veterinary Services
for After Hour Emergency Care**

AUTHORIZED CONTACT PERSON: Prospective veterinarians are advised that the authorized Town of Oyster Bay contact person for all matters concerning this RFP is:

Deputy Commissioner Laurie Scarpa
Town of Oyster Bay Department of Public Works
Animal Shelter & Control Division
150 Miller Place
Syosset, New York 11791
Telephone: (516) 677-5784 - Fax: (516) 677-5919

No contact with any other Town personnel other than the Authorized Contact Person is permitted, until such time as an award is made.

INTRODUCTION: In accordance with the Town of Oyster Bay's qualification based consultant procurement policy, the Town of Oyster Bay Department of Public Works (hereinafter referred to as "the Town") is seeking proposals from qualified New York State licensed veterinarians to provide AFTERHOUR emergency medical care to all shelter and stray animals found within the town of Oyster Bay.

The veterinarians shall provide to the Town, the service that is described herein under "Scope of Services".

The contract shall be for a three (3) year period, commencing on the date of award in 2024, with two (2) one (1) year options for renewal at the same rates, upon mutual consent by the Town of Oyster Bay and the veterinarian not to exceed \$7,000 per year (hereinafter referred to as "the contract period") The proposer should provide a fee schedule for all emergency services.

The Town, after receipt and review of responses to this RFP, reserves the right to reject all proposals based upon the information provided by the veterinarians in his or her proposal. The review process of the RFPs submitted is based on the qualifications of the veterinarians for the professional services, as well as price, experience and other factors.

It is further expressly acknowledged that the quality of the services to be rendered is of paramount importance to the Town.

At its discretion, the Town may elect to interview each veterinarian, make visits to each veterinarian's office, check references for each veterinarian.

SCOPE OF SERVICES:

The veterinarian shall provide at a minimum, those services listed in section I below during days and hours agreed upon in accordance with section II below.

After Hour Emergency Veterinarian

- a. Provide after hour emergency medical care to all animals brought by Town of Oyster Bay Animal Shelter personnel and to stabilize and or euthanize as deemed necessary by Veterinarian for humane reasons.

II

The veterinarian agrees to provide services at their facility on an as needed after hours emergency basis as requested by the director of the Animal Shelter or his/her designee and which are agreed upon by the Town. The Shelter's hours for the public are currently Monday through Saturday, 8:00 am to 4:00 pm, excluding Sundays and holidays.

III

In the event the veterinarian is unable to personally attend to his or her duties during the year due to reasonable vacation period, attendance at professional seminars, vacation or illness, he or she shall arrange a substitute veterinarian acceptable to the Town to perform his or her duties. The Town shall pay the veterinarian the contracted price and he or she will be responsible to pay the covering veterinarian for services and overages incurred.

IV

USE OF OTHER LICENSED VETERINARIANS, VETERINARY TECHNICIANS AND/OR OTHER SUBORDINATE ENTITIES:

Prospective veterinarians are advised that the Town will entertain proposals that include the use of other licensed veterinarians, veterinary technicians (under supervision of a licensed veterinarian) and/or other subordinate entities. In such event, the veterinarian's proposal must clearly state the extent and nature of the work proposed to be delegated to the veterinarian, veterinary technician and/or other entity. The proposal must also specify the name, address and telephone number of each licensed veterinarian and other subordinate entities. If during the course of the contract, the veterinarian wishes to utilize the services of a licensed veterinarian, veterinary technician or subordinate entity other than that which was specified in the proposal and approved by the Town, written approval must be sought and obtained from the Town prior to using such veterinarian, veterinary technician and/or other entity. Failure to secure such approval shall result in the denial of such claims until such time as approval is received.

FORMAT FOR PAYMENTS AND CLAIMS:

The Town shall pay the veterinarian its negotiated fee upon submission of claim vouchers provided by the Town Comptroller. In the event that the use of outside veterinarians, veterinary technicians and/ or other entities is approved, the actual cost for such services shall be reflected on the submitted claims. This claim for reimbursement shall include the Veterinarian's or other entities signed certification of services and copy of the actual bill.

INSURANCE REQUIREMENTS:

The veterinarian shall procure at his or her cost and expense insurance to protect the veterinarian, the Town and the people of the Town of Oyster Bay and their officers and employees from any claims which may arise from his or her practice of veterinary medicine. Certificates of insurance shall be delivered to the Town prior to commencement of this agreement. Said insurance policies shall be subject to the approval of the Town Attorney and the Town's insurance agent for adequacy and form of protection. The insurance required under this agreement shall be as follows:

General comprehensive/General Liability with a combined single limit for bodily injury and property damage of at least Three Million (\$3,000,000) Dollars, with on-premises medical payments coverage of Ten Thousand (\$10,000) Dollars per person and One Hundred Thousand (\$100,000) Dollars aggregate. Said policy shall include coverage for a) premises liability b) completed operations, c) independent contracts, d) broad form property damage, e) personal injury liability, f) fire damage legal liability for replacement value. The Town shall be named as an additional insured.

The following endorsements shall be provided as part of the coverage:

Cross suit exclusion endorsement must be eliminated on primary and excess liability policies.

1. Malpractice insurance in the amount of One Million Dollars (\$1,000,000)
2. Workers' Compensation Insurance with coverage of at least the statutory minimum. Proof of Workers' Compensation insurance must be submitted to the Town as required under New York Law. The Veterinarian shall take out and maintain during the life of the Lease Agreement, Workers' Compensation for all his employees employed at the site of the Animal Clinic, and in case of any of the work being sublet, the subcontractor shall similarly be required to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Veterinarian.
3. Disability Benefits Liability Insurance with coverage of at least the statutory minimum.

LICENSE REQUIREMENTS:

The veterinarian and any approved subcontractors or other subordinate entities shall have all licenses required by the State or other governmental bodies. The veterinarian is responsible to maintain the usual and customary professional standards expected in his or her profession.

CONFLICTS OF INTREST

Proposers submitting a response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement to be awarded pursuant to this RFP. If a firm has no conflicts of interests, a statement to that effect shall be included in the proposal. All responders must complete ONE of the Disclosure Affidavits.

TERMINATION PROVISIONS:

Either party may terminate the agreement, upon forty-five (45) days written notice to the other. However, the agreement shall provide that in the event of any material misrepresentation by the contractor, the Town shall have the right to immediately terminate the agreement. It shall also provide that in the event the contractor or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the Town shall also have the right to immediately terminate the agreement.

After Hour Emergency Animal Shelter Veterinarian

COST PROPOSAL FORM

- Please provide the cost of the emergency intake exam
- Please provide a fee schedule for all emergency services
- Please indicate hours & days available below:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hrs:	Hrs:	Hrs:	Hrs:	Hrs:	Hrs: