

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



RFP – R29390
For
Animal Control Veterinary Services

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Article I. General Information

Section 1.01 *Method of Source Selection*

Section 29-154 of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) allow for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Section 1.02 *Purpose*

The Unified Government of Wyandotte County/Kansas City, Kansas, is accepting competitive proposals from qualified firms or individuals for Veterinary services for the KCK Police Department City Animal Shelter. As a Request for Proposal (RFP) this is an invitation to bid and although price is very important, other factors will be taken into consideration.

Vendors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

Section 1.03 *Existing Environment*

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

Section 1.04 *Required Review*

Respondents should carefully review this Request for Proposals (“RFP”) for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer at least ten (10) days before the RFP opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective RFP and exposure of Respondents’ proposals upon which award could not be made. Protests based on any omission or error, or on the content of the RFP, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten (10) days before the time set for opening.

Section 1.05 *Inquiries and Clarifications*

Any questions regarding the RFP shall be directed in writing to the attention of the Procurement Officer at

the Office of Procurement and Contract Compliance, ATTN: Richard Rocha, 701 North 7th Street, Suite 649, Kansas City, Kansas 66101, by fax at (913) 573-5444, or email at rrrocha@wycokck.org. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone at (913) 573-5448. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Officer will determine the appropriate method to be used.

Section 1.06 ***Amendments and Addendums***

Amendments and addendums will be made by addendum issued only to prospective Contractors known to have the RFP.

Section 1.07 ***Alternate Proposals***

Respondents may only submit one (1) proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Section 1.08 ***Implied Requirements***

By submission of the proposal, the Respondent certifies all services proposed meet or exceed all requirements as set forth in the RFP, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP but which are necessary to provide functional capabilities proposed by the Respondent must be included in the proposal.

Section 1.09 ***Project Timetable and Contract Term***

The project timetable set out herein represents the Unified Government's best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Date	Event
June 27, 2019	Distribution of RFP
July 10, 2019	Pre – Proposal Conference at 10:00 pm @ Animal Control.
July 16, 2019	Last day for respondents to submit written questions (Noon, CST)
July 19, 2019	Final day answers to questions from respondents will be provided
July 25, 2019	Responses due 2:00 p.m. CST
TBD	Short list Selection Complete, if needed
TBD	Interviews, if needed
TBD	Consultant Selection

In the event the City contracts for said services, **the term of such agreement will be for one (1) year term, with the option to renew for up to an additional four (4) one-year terms.**

All other price adjustments request will need to be submitted in writing by the requesting party and will

require mutual agreement to go into effect. This service is subject to funds available by the Unified Government

Section 1.10 ***Pre-Proposal Conference***

The purpose of the conference is to discuss the work to be performed with the prospective respondents and allow them to ask questions concerning the RFP.

The pre-proposal conference will be held at 10:00 am, on July 10th, 2019. At the KCK Animal Shelter located at 3301 Park Drive, Kansas City, KS 66102.

Questions and answers will take place at the pre-proposal conference.

Respondents with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

Section 1.11 ***Location of Work***

The location(s) of work will be performed at various locations throughout Wyandotte County, Kansas. We anticipate work at the Animal Control shelter in Kansas City, Kansas.

Section 1.12 ***Proposals and Presentation Costs***

The Unified Government will not be liable in any way for any costs incurred by the Respondent in the preparation of its proposal in response to the RFP nor for the presentation of its proposal and/or participation in any discussions or negotiations.

Section 1.13 ***Disclosure of Proposal Contents***

All proposals and other material submitted become the property of the Unified Government and may be returned only at the Unified Government's option. The Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Respondent requests in writing that the Procurement Officer does so, and if the Procurement Officer agrees in writing to do so. Material considered confidential by the Respondent must be clearly identified and the Respondent must include a brief statement that sets out the reasons for confidentiality.

Section 1.14 ***Cooperative Procurement***

If the Contractor selected agrees to participate in the Cooperative Procurement Program, the Contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements, and specifications of the Agreement to be entered into, including prices, to other government entities. The Contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the contractor by such governmental entities.

Section 1.15 ***Independent Contractor Relation***

Nothing in the Agreement to be entered into shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any rights or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Contractor in performance of the Agreement are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section 1.16 ***Determination of Responsibility***

Per § 29-198 Procurement Code, before awarding a contract, the Procurement Officer must be satisfied that the Respondent is responsible.

All Respondents shall supply information as requested by the Procurement Officer concerning the responsibility of such Respondent. The determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code. The contract file shall contain the basis on which the award is made.

Section 1.17 ***Evaluation***

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Respondents whose proposals are unacceptable shall be notified promptly. More detailed evaluation information is provided in Section 8 of this RFP.

Section 1.18 ***Equal Treatment***

Respondents will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. Auction techniques (revealing one Respondent's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.19 ***Award***

The contract shall be awarded in whole or in part to the responsible Respondent whose proposal is

determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the RFP. An inability or failure to provide tax clearance letters from all of the local government entities with which the Unified Government has entered into an “Intergovernmental Agreement for Tax Verification Information” will result in a determination of non-responsibility. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful Respondent based upon the evaluation of the selection committee’s recommendation. The decision of the County Administrator will be final unless an appeal is filed as described below in Section 1.23.

Section 1.20 ***Notification of Award***

Written notice of award shall be sent to the successful Respondent. The successful Respondent shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- Submit a Performance Bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*form will be provided by the Unified Government*). All bonds required by this RFP must contain terms and conditions approved by the Unified Government and be executed by a surety company authorized to do business in the State of Kansas; **Not Required**
- Submit an executed Appointment of Process Agent Form or a Foreign Corporation Form if the Respondent is not a resident of the State of Kansas (*form will be provided by the Unified Government*);
- Submit a Certificate of Insurance evidencing insurance as required by the RFP;
- Ensure that all occupation taxes and fees are paid in full. Contact the Unified Government License Division at (913) 573-8780 for information regarding licensing and occupational taxes; and
- Comply with Article XI of the Procurement Code and Chapter 11 of the Procurement Regulations regarding Affirmative Action and Equal Employment Opportunity. Contact the Unified Government Contract Compliance Division at (913) 573-5098 for information regarding these compliance requirements.

The Unified Government may, at its option, declare the Respondent in default if the Respondent fails to perform all of the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.

Section 1.21 ***Right to Reject Proposals***

The Unified Government reserves the right without contest to accept or reject any proposal. Respondents must comply with all terms of the RFP, the Unified Government Procurement Code and Procurement Regulations, and all applicable local, State, and federal laws, codes, and regulations. The Procurement Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Respondents may not restrict the rights of the Unified Government or qualify their proposals. If a Respondent does so, the Procurement Officer may determine the proposal to be a nonresponsive

counteroffer and the proposal may be rejected.

Minor informalities may be waived by the Procurement Officer if determined that they:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision.

If no Respondents meet all the mandatory requirements of the RFP, if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award, submit a revised RFP to Respondents at a later date, or negotiate with Respondents who submitted proposals.

Section 1.22 ***Proposal Modification, Withdrawal, and Mistakes***

At any time prior to the specified date and time for submission, a Respondent may withdraw or modify a proposal in accordance with Procurement Regulation 3-103.10. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The procedures for addressing mistakes in proposals are set forth in Procurement Regulation 3-103.15. Contact the Procurement Officer as set forth in Section 1.05 for further information.

Article II. Standard Proposal Information

Section 2.01 ***Proposal Submittal***

Respondent must submit one (1) copy of its complete response in Word format on a CD/Flash Drive along with a hard copy submittal prior to the closing date. If components of the response, such as spreadsheets, pictures, charts, or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

For hard copy submittals, Respondent must submit by July 25th, 2019 @2:00 CST, one (1) original unbound and seven (7) copies bound of the proposal and supplementary materials to:

**Office of the Unified Clerk, Municipal Office Building
701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3064**

ALL HARD COPY SUBMITTALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

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ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

*It is the respondent's responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Respondents shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

Any Respondent that does not comply with these requirements may be disqualified.

Section 2.02 *Signature*

All proposals must be signed by an individual authorized to bind the Respondent to the provisions of the RFP. Proposals must remain open and valid for at least one hundred twenty (120) days from the opening date.

Section 2.03 *Supplemental Terms and Conditions*

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's rights under any contract resulting from the RFP will be considered null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

Section 2.04 *Discussions with Respondents*

The Unified Government may conduct discussions with Respondents for the purpose of clarification of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Officer. Discussions may only be held with Respondents who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those Respondents with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer. Respondents with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.05 *Prior Experience*

The Respondent must meet these minimum prior experience requirements:

A qualifying firm/proposal must have the following experience:

- A. Respondents must demonstrate they have been in business/school providing similar service for at least the last three (3) years to include service to animal shelters and/or rescue groups.

B. Respondents shall provide a copy of their licensure to practice veterinary medicine in the State of Kansas.

A Respondent's failure to meet these minimum prior experience requirements will cause its proposal to be considered nonresponsive and therefore rejected.

Section 2.06 ***Evaluation of Proposals***

The Procurement Officer, or an evaluation committee made up of the Procurement Officer and at least two (2) Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Article 8 of this RFP.

Section 2.07 ***F.O.B. Point***

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within Wyandotte County, Kansas.

Section 2.08 ***Contract Negotiations***

After completion of the evaluation, including any discussions held with Respondents during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the Respondent's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The Respondent will be responsible for all travel and per diem expenses related to contract negotiations.

Section 2.09 ***Failure to Negotiate***

The Unified Government may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest ranked Respondent if the selected Respondent:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- after a good faith effort, simply cannot come to terms with the Unified Government.

Article III. Standard Contract Information

Section 3.01 *Contract Type*

This contract is a fixed price contract.

Section 3.02 *Contract Approval*

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator or the County Administrator's designate. Upon written notice to the Respondent, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Respondent, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 *Proposal as a Part of the Contract*

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Section 3.04 *Additional Terms and Conditions*

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Section 3.05 *Insurance Requirements*

The successful Respondent must provide proof of workers' compensation insurance prior to contract approval.

The successful Respondent must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. The Respondent's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, nonrenewal, or other change in coverage. The successful Respondent shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the successful Respondent to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Unified Government shall be named as an additional insured. The following minimum coverage is generally required of Contractors providing services:

Worker Compensation	
Applicable State	Statutory
General Liability	
Each Occurrence	\$500,000.00
Aggregate	\$1,000,000.00

Section 3.06 ***Bid Bond – Performance Bond – Surety Deposit***

(a) Performance Bond - Not Required

Respondents must obtain a letter of commitment for a performance bond from a bonding company and submit it with their proposal. The amount of the performance bond must be equal to the entire dollar value of a respondent's offer for the full term of the contract. If the contractor fails to satisfactorily perform the contract the bonding company which provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the Unified Government within thirty days of the date of award of the contract. A respondent's failure to provide the performance bond within the required time will cause the Unified Government to reject the proposal.

Section 3.07 ***Proposed Payment Procedures***

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

Section 3.08 ***Informal Debriefing***

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the successful Respondent.

Section 3.09 ***Contract Personnel***

Any change of the management team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Section 3.10 ***Contract Changes - Unanticipated Amendments***

During the course of this contract, the successful Respondent may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the successful Respondent a written description of the additional work and request the Respondent to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments pursuant to Procurement Regulation 7-101.

The successful Respondent shall not commence additional work until the project director has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

Article IV. Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the successful Respondent (hereinafter referred to as "Contractor") and are hereby made a part of the contract entered into between the Unified Government and the successful Respondent (hereinafter referred to as "the Agreement"), unless specifically modified in writing:

Section 4.01 ***Agreement with Kansas Law***

The Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

Section 4.02 ***Compliance with Law***

Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out the Agreement, regardless of whether those legal requirements are specifically referenced in the Agreement.

Section 4.03 ***Authority to Contract***

Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into the Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of the Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of the Agreement.

Section 4.04 ***Modification of Agreement***

The Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of the Agreement.

Section 4.05 ***Assignment***

Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Agreement without the written consent of the other party.

Section 4.06 ***Kansas Cash Basis Law***

The Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of the Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Section 4.07 ***Payment of Taxes***

The Unified Government shall not be responsible for nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of the Agreement. If applicable, the Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

Section 4.08 ***Licenses and Permits***

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out the Agreement. Contractor shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

Section 4.09 ***Independent Contractor Relation***

The parties agree that the legal relationship between them is of a contractual nature. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to the Contractor.

Section 4.10 ***Discrimination in Delivery of Services Prohibited***

During the performance of the Agreement, Contractor shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.

Section 4.11 ***Equal Opportunity and Affirmative Action***

- a. Contractor shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- c. Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor.
- e. Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with the Agreement.
- f. If Contractor fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of contract and the Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one (1) year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. Contractor shall maintain sufficient records to document that, under all aspects of the Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. Contractor, in carrying out the Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of the Agreement.

Section 4.12 ***Representations***

The Contractor makes the following representations:

- a. The price submitted is independently arrived at without collusion;
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code;
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 12-106 of the Procurement Code; and
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Section 4.13 ***Waiver of Breach***

The waiver by either party of a breach of any provision of the Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

Section 4.14 ***Severability***

If a court of competent jurisdiction declares any part of the Agreement to be invalid, the balance of the Agreement will remain valid and enforceable.

Section 4.15 ***Entire Agreement***

The Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in the Agreement. The Agreement is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

Section 4.16 ***Disclaimer of Liability***

The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.

Section 4.17 ***Termination for Default***

If the Contractor refuses or fails to perform any of the provisions of the Agreement with such diligence as will ensure its completion within the time specified in the Agreement, or any extension thereof, or commits any other substantial breach of the Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the

Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of the Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within fifteen (15) days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If Contractor is adjudged bankrupt or insolvent;
- If Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for Contractor or any of his property;
- If Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If Contractor repeatedly fails to supply sufficient services;
- If Contractor disregards the authority of the Procurement Officer;
- If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal, the contract may be terminated at the discretion of the KCKPD Chief and Director of Animal Services.

- Acts other than those specified may constitute substantial breach of the Agreement.

Section 4.18 ***Termination for Convenience***

The Procurement Officer may, when the interests of the Unified Government so require, terminate the Agreement in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Agreement terminated and when termination becomes effective.

Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Procurement Officer shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

Section 4.19 ***Disputes***

All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, the Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty (30) days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within thirty (30) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of the Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, the Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Section 4.20 ***Ownership of Materials***

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to the Agreement, shall be in the Unified Government.

Section 4.21 ***Availability of Records and Audit***

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "Records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of the Agreement. Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the RFP any of the Records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government his Records for a period of three (3) years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Section 4.22 ***No Limit of Liability***

Nothing in the Agreement shall be construed to limit the Contractor's liability to the Unified Government as such liability may exist by or under operation of law.

Section 4.23 ***Indemnification***

Contractor shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Article V. Background Information

The Kansas City Kansas Animal Services Shelter is located at 3301 Park Drive, Kansas City, Kansas 66102. As a division of the Kansas City Kansas Police Department, it is responsible for the enforcement of state laws and city ordinances related to the care, control, and protection of animals. Animal Services personnel are responsible for: (1) picking up stray, sick, vicious, and dead animals; (2) issuances of dog licenses; (3) providing quality veterinary care to those animals in its custody as required by law.

Article VI. Project Scope

Section 6.01 *Scope of Work*

The following items represent a generalized scope of work. The final scope of work will be determined during the review of qualifications and the Proponent selection process. The Proponent will:

1. Provide services at the Shelter, 3301 Park Drive, Kansas City, Kansas 66102 as needed.
2. Provide basic intake exams and inoculate shelter animals.
3. Examine shelter animals and monitor their health and wellness needs with a frequency of no less than 48 hours, or more frequently, as needed.
4. Provide Rabies shots and Health Certificates no more than 24 hours after the request for animals being transferred out of state.
5. Provide immediate care as needed on all sick and injured shelter animals.
6. Provide medications for sick and injured animals and oversee the dispensing of the medications.
7. Provide hospitalization for sick and injured animals as needed.
8. Provide 24 (twenty-four) hour emergency veterinarian care for any sick or injured animals picked up on the weekend or after hours.
9. Provide breed identification as needed.
10. Provide feeding recommendations for sick or emaciated animals.
11. Provide written Casualty Reports for sick and injured animals.
12. Euthanize animals at the direction of the Director of Animal Services or said designee.
13. Euthanize sick or injured Wildlife as needed.
14. Provide spay/neuter and vaccination services for shelter animals, no more than 24 hours after the request, as required.
15. Have regular conferences in person and by telephone with Animal Services Director and support staff as necessary.
16. Send deceased animals to Kansas State University to test for rabies as needed.
17. Sign the State of Kansas Veterinary Care Form as our sponsoring Shelter Veterinarian under the Kansas Pet Animal Act.

18. The contractor shall provide a written plan for an onsite exam/surgery suite including an itemized list of items needed and associated costs.
19. The contractor shall provide a written solution to x-ray requirements needed to perform the services at the on-site clinic.
20. In addition to shelter animals, canines in the Kansas City, Kansas Police Department may be under the care of the successful contractor.
21. Prepare for and be present to testify as an expert witness in animal related matters in the municipal and district court upon request.

Section 6.02 ***Supplies and Equipment***

The veterinarian will supply some medications, chemicals including anesthetics, testing/screening supplies, anesthesia supplies, surgical supplies, and all necessary equipment as specified by the veterinarian and agreed upon by the Director of Animal Services or his/her authorized designee. Controlled drugs will be purchased under the license of the veterinarian and kept under their control. Non-prescription medications and vaccinations may be provided by Kansas City, Kansas Animal Services.

Article VII. Proposal Format

Section 7.01 ***Proposal Format and Content***

The Unified Government discourages overly lengthy and costly proposals, but in order to evaluate proposals fairly and completely, Respondents should follow the format set forth in this Article VII and provide all information requested.

- An TABBED index must be provided noting each section of the submitted proposal.
- Each section of the submitted proposal must be clearly tabbed for easy access and reference.
- The provided "Proposal Form" and any Addendums must be provided in the first section.
- Firm(s) name, address(s) and telephone number (s).
- Types of services firm (s) particularly qualified to perform.
- Letter of Interest in providing the services requested in this proposal
- Statement of Qualifications in providing the services requested in this proposal. Include the names of key personnel who will be assigned to provide the required services, their abilities, qualifications, education, experience and length of service with the firm(s).
- Names of key personnel, experience of each and length of service with the firm (s).

Section 7.02 ***Electronic Filing Requirements***

See Section 2.01 for proposal submission requirements, including the electronic filing. Any Respondent that does not comply with the submission requirements may be disqualified.

Section 7.03 ***Introduction***

Proposals must include the complete name and address of the firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. A Respondent's failure to include these items in its proposal may cause the proposal to be determined non-responsive and therefore rejected.

Section 7.04 ***Understanding of the Project***

Respondents must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Past record of performance on contracts with other governmental agencies, including such factors as control of costs, quality of work and ability to meet schedules.

Section 7.05 ***Methodology and Management Plan for the Project***

Respondents must provide a comprehensive narrative statement that sets out the methodology and management plan they intend to employ that illustrates how they will accomplish the project requirements and meet the Unified Government's project schedule.

Section 7.06 ***Experience and Qualifications***

1. All veterinarians used by the contractor must be licensed and in good standing in the State of Kansas and maintain said status.
2. Any veterinary support staff provided by the contractor to assist the contractor in meeting the requirements of this contract will be under the supervision of the veterinarian assigned to the facility by the contractor.

Respondents must also provide a narrative description of the organization of the project team, including a personnel roster that identifies each person on the project team along with each person's title.

Respondents must provide three (3) reference names and telephone numbers for similar projects completed include a brief description and magnitude of the services provided for each reference.

Section 7.07 *Cost Proposal*

All proposals must include fees for the following categories, for contracted veterinarian and the veterinary tech:

1. Hourly rate for services in a normal work week, non-emergency. Normal business hours in a work week are defined as Monday through Saturday between 8:00 am and 5:00 pm.
\$ _____
2. Hourly fee for emergency services outside normal business hours without using an emergency care provider. \$ _____
3. Veterinarian Tech fees associated with assisting with surgeries or other medical-related duties.
\$ _____
4. Alternatively, proponent may provide a flat rate fee proposal. \$ _____

Article VIII. Evaluation and Selection

Section 8.01 *Selection Criteria*

Proposals will be rated based on the following criteria:

1. Overall responsiveness and quality of the proposal in clearly stating an understanding of the work to be performed and on-site clinic solution (15%)
2. The nature and quality of the expertise the respondent possesses in provision of veterinary animal sheltering services (20%)
3. Respondents dependability and ability to meet the specific needs of the Kansas City, Kansas Animal Shelter and agreeing to work under the direction of the Director of Animal Services (30%)
4. Schedule of fees for services provided (25%)
5. Responses to Veterinarian Questionnaire (10%)

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KS

**RFP – R29390
Animal Control Veterinary Services**

PROPOSAL FORM

AUTHORIZED SIGNATURE

By submission of this proposal, the undersigned certifies that:

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code;
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition; and
- 5.0 it has the full authority of the Respondent to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of ____120____ days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

Kansas City, State, Zip: _____

SSN or Federal ID Number: _____

Phone Number: _____

FAX Number: _____

E-mail: _____

VETERINARIAN QUESTIONNAIRE**Please return with your proposal.**

If the response to any of these questions is yes, please explain on a separate sheet of paper.

1. Have you ever been named as a defendant in a malpractice suit? ☐ Yes ☐ No
2. Have any judgments been made against you or settlements been agreed to in professional liability cases?
☐ Yes ☐ No
3. Has your professional liability insurance ever been terminated restricted, or modified (e.g. reduced limits, restricted coverage, surcharge points). ☐ Yes ☐ No
4. Have you ever been denied professional liability insurance? ☐ Yes ☐ No
5. Has your veterinary license ever been denied, revoked, suspended, not renewed, limited, restricted, reviewed, placed in probationary status, subjected to disciplinary action, surrendered voluntarily or involuntarily in this or any other state, country, territory, province, or other geographical jurisdiction?
☐ Yes ☐ No
6. Has your DEA Registration, Controlled Substance license or permit at any time been or is currently in the process of being denied, revoked, suspended, not renewed, limited, restricted, reviewed, placed in probationary status, subjected to disciplinary action, surrendered voluntarily or involuntarily in this or any other state, country, territory, province, or other geographical jurisdiction? ☐ Yes ☐ No
7. Has your professional society membership at any time been or is currently in the process of being denied, revoked, suspended, not renewed, limited, restricted, reviewed, placed in probationary status, subjected to disciplinary action, surrendered voluntarily or involuntarily in this or any other state, country, territory, province, or other geographical jurisdiction? ☐ Yes ☐ No
8. Has your Board Certification at any time been or is currently in the process of being denied, revoked, suspended, not renewed, limited, restricted, reviewed, placed in probationary status, subjected to disciplinary action, surrendered voluntarily or involuntarily in this or any other geographical jurisdiction? ☐ Yes ☐ No
9. Have you at any time been convicted of a health related or health profession related misdemeanor, received probation without a verdict, disposition in lieu of a trial, or an accelerated rehabilitation disposition of felony charges in any state, territory, country, province or geographical jurisdiction?
☐ Yes ☐ No
10. Are you currently under investigation by a licensing veterinarian board in any jurisdiction?
☐ Yes ☐ No

11. Have you at any time been or are you currently the subject of an investigation by any private, federal or state health insurance program or state, territory, country, province, or other geographical jurisdiction's licensing board?
___ Yes ___ No

12. Have you at any time been or are you currently the subject of any adverse action reports to a state or federal agency? ___ Yes ___ No

13. Are you currently using any chemical substance(s) which, in any way, may impair your ability to practice veterinary medicine with reasonable skill and safety? ___ Yes ___ No

14. Have you currently engaged in the illegal use of controlled or illicit substances? ___ Yes ___ No

15. Do you have a mental or physical condition which, in any way, may impair your ability to practice veterinary medicine with reasonable skill and safety with or without reasonable accommodation?
___ Yes ___ No

Answers to Questions 1 – 15 submitted by _____