



City of Smithville, Missouri

Board of Aldermen - Work Session Agenda

November 15, 2022

6:30 p.m. – City Hall Council Chambers and Via Videoconference

Anyone who wishes to view the meeting may do so in real time as it will be streamed live on the City's FaceBook page through FaceBook Live.


For Public Comment via Zoom, please email your request to the City Clerk at ldrummond@smithvillemo.org prior to the meeting to be sent the meeting Zoom link.

1. Call to Order
2. Review of Draft RFQ – Animal Care and Housing
3. Adjourn

Join Zoom Meeting
<https://us02web.zoom.us/j/88570930695>

Meeting ID: 885 7093 0695
Passcode: 711354



	<div>STAFF</div> <div>REPORT</div>
Date:	September 15, 2022
Prepared By:	Cynthia Wagner, City Administrator
Subject:	Enforcement of Chapter 235 – Dog and Cat Regulations

In September, the Board discussed enforcement of Chapter 235, relating to dog and cat regulations.

As the Board is aware, discussion of expansion of the water treatment plant, currently projected for the mid-to-late 2020's, depending upon capacity and growth, has necessitated discussions of city animal control functions. In September, staff recommended, and the Board directed that a Request for Qualifications (RFQ) for animal care and housing services to meet the requirements of Chapter 235 be developed and issued. The Board has also asked staff to explore other methods to enforce the ordinance.

Work in developing cost estimates for inclusion of a pound facility in a new police facility and review of costs and logistics related to a full-time staff person to address animal control is ongoing.

Staff has developed the attached RFQ for distribution to determine the interest and services which could be provided by a private entity. Elements of a potential agreement with a provider would include observation and care of dogs collected in the city limits for running at large or vicious dogs. It is anticipated that care would include medical assessment, care and observation, including behavioral observation to determine suitability for adoption. Coordination of return to owners would also be included. In instances where a dog is not returned to the owner, coordination of adoption would be provided.

The RFQ and evaluation process anticipates cooperation and coordination with Megan's Paws and Claws and Friends of Megan's Paws and Claws. Discussions of logistics of this support are also ongoing.

Staff brings the RFQ forward to the Board at this time to ensure interest in issuance of the request. It is recommended that the RFQ be released in November with responses due by the end of the year. Review and analysis (including firm interviews) would then be anticipated early in 2023.

Having information on the services offered by potential private providers and cost will aid in ongoing review of the provision of animal services at the Board level and assist in providing information for budget and long-range planning.

RFQ #xx-xx ANIMAL HOUSING AND CARE SERVICES**THE CITY OF SMITHVILLE REQUESTS QUALIFICATIONS FOR THE FOLLOWING PROFESSIONAL SERVICE:**

Sealed Proposals for Qualifications for animal care and housing services will be received by the City of Smithville, Missouri, at City Hall, 107 W. Main Street, Smithville, MO 64089, until 10:00 A.M. **DATE (TBD based on review and schedule)**.

The scope of services are set forth in Exhibit A of this document.

INSTRUCTIONS TO BIDDERS

1. RFQs must be addressed to the Cynthia Wagner, City Administrator, 107 W. Main Street, Smithville, Missouri 64089, and be received before 10:00 A.M. on the date of closing.
2. Responses and anything pertaining to the RFQ should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFQ be used. All RFQs must be sealed and marked on the outer envelope by RFQ number and date of closing. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 10:00 A.M. on **DATE**, at City Hall.
3. Disabled persons wishing to participate in the RFQ closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFQ should be directed to Cynthia Wagner, City Administrator, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3897.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

Finance Director

Issued: the **xx** day of **DATE**

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. If applicable, identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.
6. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
7. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
8. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
9. Any questions regarding this request may be addressed to Cynthia Wagner, City Administrator, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.

RFQ #xx-xx ANIMAL CARE AND HOUSING SERVICES

ARTICLE I GENERAL INFORMATION

1. The Board of Aldermen of the City of Smithville, Missouri ("City") invites you to submit a written Statement of Qualifications to provide animal care and housing services for the City of Smithville. The scope of services anticipated is included as **Exhibit A**.
2. The term "RFQ" means this Request for Qualifications; the term "Contractor", "Offeror", "Vendor", "Bidder", "Consultant" or "Proposer" refers to one who submits a proposal in response to the RFQ; and the term "Proposal" means the proposal of the Contractor, Offeror, Vendor, Bidder, or Proposer.
3. By submitting a Proposal, the Vendor agrees, to negotiate in good faith for such reasonable fees as is required to complete the project and if its proposal is accepted, to perform the Service described in this RFQ in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.
4. Note: The Vendor is presumed to accept the RFQ requirements. The Vendor must raise any questions regarding the RFQ requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their Proposal, any exceptions to the RFQ requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.

All provisions, instructions and conditions set forth in this RFQ apply jointly and severally to each alternative whether Vendor submits a bid for both or only one of the Alternatives set forth above.

5. Additional information and/or questions relating to this RFQ can be obtained by contacting Cynthia Wagner, City Administrator, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3897.

ARTICLE II PROPOSAL INSTRUCTIONS

RFQ PROPOSALS - CONTENTS AND SUBMISSION

Proposals in response to this RFQ should include the following information:

1. Name, address, and telephone number of Proposer(s).
2. In a separate, sealed envelope, the hourly rate(s) of each member or employee anticipated to provide services in accordance with the RFQ, as well as an anticipated scope of work for each task to provide the City the ability to adjust the scope of work to meet the anticipated budgeted amounts. The actual budget for this project and the overall scope of any contract is subject to Board of Aldermen approval. Specify the required information for the base bid and each alternate for which a bid is being submitted.
3. A completed Proposal Form attached to this Request for Qualifications (preferred, not required). Three (3) copies of the proposal must be addressed to Cynthia Wagner, City Administrator, 107 W. Main Street, Smithville, Missouri 64089 and be received before 10:00 A.M. local time on **DATE**.
4. Proposed date for commencement of project.

SUBMITTAL

Cover Letter: On firm letter head, please identify the principal contact, providing the name, title, street address, email address, and telephone number, as well as all persons authorized to make representations for the respondent. The letter must indicate the type of organization of the respondent (e.g., individual, partnership, corporation, limited liability company, joint venture, etc.) The letter must briefly summarize the respondent's proposal and be signed by an authorized agent of the respondent.

Proposal submittals should include, at minimum, responses to the following:

- Qualifications of principal individuals performing the work,
- Summary of similar projects where the team has performed the work. This should include reference contact information.
- A description of the approach of the team, demonstrating a clear understanding of the preliminary scope of work and the proposed outcomes.
- Identification of the services provided by the contractor.
- Any additional scope items not addressed or required by this request, but deemed important by the respondent.

The City is not responsible for any costs incurred in preparing or submitting a response to this RFQ.

Submittals that do not meet the requirements outlined in the RFQ may be deemed non-responsive by the City; and, the City reserves the right to waive any and all requirements in this RFQ.

Any questions regarding this RFQ should be directed to Cynthia Wagner, City Administrator, either by phone at (816) 532-3897 or email at cwagner@smithvillemo.org.

EVALUATION AND SELECTION

The City will evaluate proposals and select the submission that it judges to be in the highest and best interests for the City. The City shall be the sole judge of what constitutes the highest and best interests of the City.

The evaluation criteria will include, in no particular order, but shall not be limited to the following:

- Overall responsiveness to the RFQ.
- Experience.
- Comprehensiveness of services offered.

A City review committee will review all proposals and may interview a short list of respondents and make a recommendation to the Board of Aldermen. All submittals shall become the property of the City, and, after selection process, will be a part of the public record.

ADDENDA

All changes, additions, and/or clarifications in connection with this RFQ will be issued by the City Finance Director in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFQ. Verbal responses and/or representations shall not be binding.

AWARD OF THE CONTRACT

After the RFQs have been opened and duly considered, the lowest and/or best proposal to the RFQ shall be submitted to the City Board of Aldermen for formal approval. After approval by the City Board of Aldermen, the City Clerk will notify, in writing, the successful Proposer. An approved Resolution by the City Board of Aldermen shall constitute the City's official award of the RFQ. A written contract noting the terms and conditions of this RFQ will be executed before "Notice to Proceed" is given. Vendors with standardized contracts should submit them with the Proposal.

HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFQ agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

OFFICIALS NOT TO BENEFIT

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFQ that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFQ.

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFQ thereof.

CO-PARTNERSHIP DISCLAIMER

It is mutually understood that nothing in this Request for Qualifications or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFQ obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

KICKBACKS ILLEGAL IN SUBCONTRACTING

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE III GENERAL TERMS AND CONDITIONS

OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri

The City shall not be obligated for any amounts in excess of the contract and/or RFQ response (bid) unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFQ shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFQ.

CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City.

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED

1. Worker's Compensation - Statutory
2. Employer's Liability - \$1,000,000.00 each employee
3. General Liability - \$1,000,000.00 each occurrence
4. Property Damage - \$1,000,000.00 each occurrence

BONDING

The Contractor shall furnish a surety bond for the protection of the City in the amount of \$2,000.00 to cover funds not received by the designated City agent as provided for in the specifications. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in the Treasury Department Circular 570, individual

sureties, or by other cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

In performing the Service, the Contractor shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract documents when they exceed the requirements of applicable laws, ordinances, codes or regulations.

The Contractor shall not be compensated for changes in the Service that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due.

SAFETY OF PERSONS AND PROPERTY

The Contractor shall take all reasonably necessary steps to provide for the safety of and prevent damage, injury or loss to:

1. All persons;
2. All privately owned property real and/or personal;
3. The City's real and/or personal property and all other real or personal property at or adjacent to the work site; and
4. The Corps of Engineers real and/or personal property.

The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority regarding the safety of persons or property or their protection from damage, injury or loss.

BILLING

Contractor shall, unless otherwise specified in the Contract, submit monthly statements for services and/or goods provided and/or delivered to the City.

INTELLECTUAL PROPERTY RIGHTS

Any and all material, images, slogans and/or items of any kind, tangible or intangible in nature (hereinafter collectively referred to as the "Product"), produced by Contractor pursuant to this RFQ or resulting Contract shall be considered a Work for Hire and shall be owned by the City.

Contractor will defend, at its own expense any action brought against the City to the extent that it is based on a claim that the Product infringes a copyright in the United States or a United States patent, or other intellectual property rights, and/or that the City did not obtain the sole rights to the Product from the Contractor. Contractor will indemnify and hold the City harmless (including attorney's fees and costs) with regard to any such claim provided the City reasonably notifies Contractor in writing of the claim, and that Contractor is reasonably allowed to participate in the defense of the claim.

TERMINATION

The Contract may be immediately terminated by the City if:

1. The Contractor defaults in the performance of any of its obligations under the Contract; or,
2. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
3. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

EXHIBIT A

Scope of Services

Chapter 235 of the Code of Ordinances of the City of Smithville outlines Dog and Cat Regulations, including the option of operating a City pound and contracting with organizations to perform duties necessary for the enforcement of the Chapter. The Police Department provides primary response to enforcement of the code. The majority of responses are related to dogs running at large. Dogs at large within the city limits are collected and are housed at the facility located on water treatment plant property. Once a dog is taken to the pound it is housed in the in-take facility for observation. The dog is held for ten days, or until claimed by the owner. During this time any obvious medical needs are addressed. Once the ten-day period has expired, the dog is moved to the main pound building and is available for adoption. All dogs are brought up to date on vaccinations and are spayed or neutered before adoption as well as microchipped. The City currently works with a nonprofit, Friend's of Megan's Paws and Claws (FMPC), to provide support to the facility and impounded animals.

The City is currently seeking assistance in fulfilling implementation of Chapter 235 of the Code by soliciting animal care and housing services. It is the expectation of the City that animals included in a service agreement would be those brought to the facility by Smithville Police Department only and that all animals must be from within the city limits of the City of Smithville. No surrender of animals would be included as part of this agreement.

Availability for drop off on a 24/7/365 basis would be anticipated, logistics of this availability should be outlined in any proposal.

Services are anticipated to include observation and care of dogs collected in the city limits for running at large or vicious dogs. It is anticipated that care would include:

- medical assessment
- observation to determine suitability for adoption
- coordination of return to owners
- coordination of adoption in instances where a dog is not returned to the owner
- quarantine of dogs per municipal ordinance (10 days in the instance of a bite)

Monthly reporting of number of animals cared for, length of stay and status of animals would be required.

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

**RFQ # xx-xx ANIMAL CARE AND HOUSING SERVICES
PROPOSAL RESPONSE FORM**

I, _____, hereby representing
(Agent Submitting RFQ)

_____, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. All other required information must be attached.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone

Date

Tax ID No.

E-Mail Address

Attach additional sheets/envelopes for each:

Tab A:

Tab B:

Tab C: