



**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES**

**REQUEST FOR PROPOSAL NO. 034-2017**

**ANIMAL POUND FACILITY**

**RFP Due Date: 3:00 P.M. ON MONDAY, NOVEMBER 21<sup>st</sup>, 2016**

**Location:** Division of Purchases, 218 E. Central, Springfield, MO 65802

**Buyer:** Kara Daniel **Email:** kdaniel@springfieldmo.gov

**Phone:** 417-864-1621 **Fax:** 417-864-1927

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Proposals will be received by the Division of Purchases at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Offeror's are strongly encouraged to carefully read the entire Request for Proposal.

October 17, 2016

Issue Date

**CITY OF SPRINGFIELD, MISSOURI**  
**DIVISION OF PURCHASES**  
**STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL**

**1. PREPARATION OF PROPOSALS**

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk.

B. Unless otherwise indicated prices quoted shall be firm for acceptance for one hundred twenty (120) calendars from proposal opening and for the specified contract period.

C. The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Exemption number A356656.

**2. SUBMISSION OF PROPOSALS**

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer on the Division of Purchases Request For Proposal Affidavit for Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit if required; and (6) be delivered to the Division of Purchases and officially clocked in no later than the exact time and date specified on the Request For Proposal.

B. The sealed envelope or container containing a proposal should be clearly marked on the outside left corner with (1) the official Request for Proposal number and (2) the official closing date and time.

C. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

**3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for one hundred twenty (120) calendar days after proposal opening.

**4. PROPOSAL OPENING**

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

**5. AWARDS**

A. As the best interest of the City may require, the right is reserved to make awards; to reject any and all proposals or waive any minor irregularity of technicality in proposals received.

B. Awards will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request For Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

C. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

**6. OPEN COMPETITION**

A. It is the intent and purpose of the Division of Purchases that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the Division of Purchases at least ten days prior to the Request for Proposal closing date and time. The Proposer may submit a notification after the proposal closing provided sufficient time is permitted for a thorough review by the Division of Purchases and its decision will be final.

**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES  
STANDARD TERMS AND CONDITIONS OF PURCHASE**

A. This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

**B. BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

**C. COMPLIANCE WITH APPLICABLE LAWS:** The Seller warrants its has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

**D. INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Seller without City's written consent or any attempted assignment without such consent shall be void.

**E. TERMINATION OF CONTRACT:** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

**F. NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

**K. PROVISIONS BY LAW DEEMED INSERTED:** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

**M. TAX-EXEMPT:** The City of Springfield is exempt from sales tax and Federal Excise Tax Certificate No. A356656.

**N. ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and

**CITY OF SPRINGFIELD**  
**SCOPE OF WORK**  
**RFP #034-2017**

**1.0 PURPOSE:** The Springfield-Greene County Health Department, a department with the City of Springfield, is seeking proposals from qualified 501 (c) 3 animal care organizations interested in partnering to provide an animal pound facility and adoption facilities. The intent of this Request for Proposal is to enter negotiations with the Successful Offeror for a pound facility and adoption facilities. Negotiations will include but shall not be limited to, the City's standard requirements, terms, and conditions to determine a pound facility and adoption facility that serves the best interest of the City.

**1.1 INTRODUCTION/BACKGROUND:** The Springfield-Greene County Health Department has provided animal control and sheltering services for nearly 60 years. For much of that time, our primary focus has been to protect people from animals. However, over the course of the last decade, the model has shifted toward ensuring animals are cared for ethically, and, when health and temperament allow, provided with a forever home.

The existing animal shelter is less than optimal, and the City currently relies on rescue agencies to ensure all eligible animals make it out alive and find good homes. While relying on rescue agencies has been highly successful, the City seeks a formal partnership with an animal care organization to provide a better animal pound facility and to provide adoption facilities. The City will select a proposal that best meets the City's goals of providing an improved animal shelter and finding homes for adoptable animals. Offerors may submit a plan for any type of arrangement that will meet the City's goals, whether it be for a co-lease facility, condo agreement, or a facility for the City to lease including adoption and veterinary services and other auxiliary services. The City acknowledges that any rescue organization is free to locate at any site within Greene County. Nothing in this RFP is intended to suggest the City would control, other than through its codes and regulations enforceable against any rescue organization, how the Offeror would carry out its mission or that the only source of adoptable animals would be the City. This mutually beneficial arrangement will allow us to continue our success in finding companion animals forever homes.

**1.2 MINIMUM REQUIREMENTS:** Offeror's shall submit all of the qualifying documents with their submittal.

1.2.1 Offeror's primary purpose and function shall be to save, rescue, and rehabilitate at-risk adoptable pets. A copy of the Offeror's mission statement and/or organization by-laws supporting such functions must be included with the submittal.

1.2.2 Offeror shall have operated as a rescue organization within the State of Missouri for a period of at least twelve (12) months before submittal of its proposal. Offeror must provide their business address and a list of the geographical service areas with the bidder's submittal.

1.2.3 Offeror shall be active with the State of Missouri as a nonprofit corporation for a minimum of six (6) months prior to submittal. Offeror shall also be exempt from federal taxation as a not-for-profit or nonprofit organization and provide verification of IRS 501 (c) 3 status. Offeror shall provide copy of current license with Missouri Department of Agriculture.

1.2.4 The City desires the pound facility shall meet the following minimums:

**Animal Pound Facility Requirements:**

**Canine:**

Holding units: 30

Isolation units: 10

Intake units: 3

**Feline:**

Holding units: 20

Isolation units: 2

Intake units: 4

**Fowl:**

Holding units: 2

**Support Spaces:**

Intake Room

Food Preparation

Clinic

Euthanasia

Surgery

Bathing and Grooming

Laundry

Storage

Drive in garage adjacent to intake areas

**Administration Spaces:**

Office – Supervisor

Offices – 3 for shared space for field officers

Office – Dispatch

Office – Clinic Coordinator

Staff Break Room

Staff Locker Room

**Exterior:**

Public Parking

Staff Parking

Facility Vehicle Parking

Loafing Shed – for livestock holding

Dog Run Area

\*All units sizing must meet the requirements set forth by Missouri Department of Agriculture.

1.2.5 Construction plans, if any, shall be reviewed and approved by the City. Any construction must be completed in accordance with the prevailing wage law. Construction must be completed in accordance with the City's insurance requirements as follows: Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award

of the Contract to the Contractor and prior to the start of work. **All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured.** Such notices shall be sent via email to [purchasingquotes@springfieldmo.gov](mailto:purchasingquotes@springfieldmo.gov), faxed to 417-864-1927, or mailed to:

City of Springfield - Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

Such policies shall name the City as an additional named insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimmunity.php>) as follows:

As of January 1, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

- A. **Workers' Compensation:** Statutory coverage per R.S.Mo. 287.010 et seq  
**Employer's Liability:** \$1,000,000.00
  - B. **Commercial General Liability Insurance:** Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million, Seven Hundred Thirty-Four Thousand, Five Hundred Sixty-Seven Dollars (\$2,734,567.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Ten Thousand, One Hundred Eighty-Five Dollars (\$410,185.00)** for any one person in a single accident or occurrence.
  - C. **Automobile Liability Insurance:** Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million, Seven Hundred Thirty-Four Thousand, Five Hundred Sixty-Seven Dollars (\$2,734,567.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Ten Thousand, One Hundred Eighty-Five Dollars (\$410,185.00)** for any one person in a single accident or occurrence.
  - D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required by the City of Springfield as listed above. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks.
  - E. **Notice:** The Contractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.
- 1.2.6 The Offeror shall be willing to enter a negotiations with the City to develop the final project plan.
- 1.2.7 Offeror must have a history of working with government municipalities in providing adoption services.

- 1.2.8 Offeror must provide medical services for the animals it takes from the Springfield-Greene County Health Department. All dogs and cats must receive the rabies vaccination and be spayed or neutered before adoption.
- 1.2.9 The adoption facility shall be open to inspections by the Springfield-Greene County Health Department.
- 1.2.10 Kennels and cat cages shall be sized in accordance to meet all Missouri Department of Agricultural requirements.
- 1.2.11 Offeror must comply with all local, state and/or federal animal laws and regulations.
- 1.2.12 The pound facility will be independently operated by the City of Springfield, and the City shall have sole control of the facilities, operations, and animals housed within.
- 1.2.13 Offeror shall be willing to partner with and show innovative ways to partner with additional adoption agencies to find homes for adoptable animals.
- 1.2.14 Offeror shall show innovative services that are being utilized for the care and welfare of the animals and education of the community.
- 1.2.15 Successful Offeror shall comply with City of Springfield code and policy whether they are located within the City limits of Springfield.

**1.3 SCHEDULE:** The following is the schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

Publish Request for Proposal	Monday, October 17, 2016
Final Questions Due from Offerors	Monday, November 7, 2016
City's Response to Questions	Wednesday, November 9, 2016
Proposals Due	Monday, November 21, 2016
Award	Wednesday, December 21, 2016

**CITY OF SPRINGFIELD  
FORMAT AND CONTENT OF PROPOSAL  
RFP #034-2017**

- 2.0 PROPOSAL TERMS AND CONDITIONS:** The following terms and conditions apply to submitting proposals in response to this Request for Proposal:
- 2.1 INCURRED EXPENSES:** This City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.
- 2.2 INTERVIEWS:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).
- 2.3 REQUEST FOR ADDITIONAL INFORMATION:** The proposer shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.
- 2.4 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- 2.5 PROPOSALS BINDING:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.
- 2.6 PROPRIETARY INFORMATION:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- All proposals received from proposers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the proposers. In the event of award, all documentation produced as part of the award will become the exclusive property of the City.
- 2.7 PROPOSER'S CERTIFICATION:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Springfield employees or their family members.
- 2.8 INFORMATION REQUIRED TO BE SUBMITTED BY OFFEROR:** Each Offeror shall submit the following information in order for its proposal to be adequately evaluated and considered.



- 2.9 NON-EXCLUSIVE AGREEMENT:** The agreement resulting from this RFP shall be a non-exclusive agreement, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.
- 2.10 EXCEPTIONS:** If the Offeror desires to take exception to any terms, conditions and requirements of the RFP, the Offeror must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of proposals.
- 2.11 LATE PROPOSALS:** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Springfield is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.
- 2.12 COMPLETENESS:** All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.
- 2.13 EXECUTION OF AWARD:** It is anticipated the selection will be completed by December 21, 2016. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award. **Award of this agreement is contingent upon approval by City Council.**
- 3.0 SUBMISSION OF PROPOSALS:** In order for the Committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

#### **A. QUALIFICATIONS**

1. **Title Page:** The complete legal name, address, Federal ID number or Social Security number, permanent address and telephone number of the Offeror including the name of the person to contact for discussion of the proposal.
2. **Table of Contents**
3. **Letter of Transmittal** - Limit to one (1) or two (2) printed pages
4. Overview of the company, including the year founded, office locations and the number of years you have provided the services specified herein.
5. A description of the Offeror's current staffing, and details as to the experience and educational qualifications of the individuals that would be primarily responsible for the project.
6. References: A minimum of three (3) professional and three (3) partnership references.

#### **B. TECHNICAL INFORMATION**

1. Provide sufficient information to indicate the Offeror understands the Scope of Work and to describe how the Offeror will plan, implement, and accomplish the project.

2. **Financing Plan:** If submitting a proposal for new construction, the Offeror must submit a financing plan which includes a proposal for securing financing for this project. If submitting a proposal for the City to lease facility space, the Offeror must include all fees the City would be responsible for. Offeror may include a proposal for a condo agreement and costs share on construction. Financing plans will be evaluated by the City's determination of what is in the best interest of the City.
3. **Business Plan:** In detail provide a list of any and all services to be offered to the Springfield-Greene County Health Department. If submitting a proposal for new construction the Offeror shall provide plan details, complete plans shall be approved by the City at a later date. If submitting a proposal for a lease agreement/condo agreement the Offeror shall provide lease agreement/condo agreement terms and conditions which shall be negotiated at a later date.
4. **Community Outreach/Education:** The City desires the Successful Offeror to provide educational opportunities to the community. Offeror shall submit a community outreach plan.
5. **Community Partnerships:** Offeror shall provide a complete list of their current community partnerships. Offeror shall provide a list of all current financial partnerships. Be sure to include any potential future community and/or financial partnerships opportunities that may be available by the award of this project.
6. **Adoption Partners:** Offeror shall provide a complete list of their current and future adoption partners and show demonstration of their current working relationship with these partners.
7. **Veterinary Services:** Offeror shall provide a complete list of opportunities for collaboration for use of veterinary services, animal care supplies, and animal feed, etc. for economies of scale.
8. **Provide a response to each of the minimum requirements and questions below:** It is suggested that your response identify each requirement by item number as it is listed.
  1. Community benefit via best use of the site.
  2. Elaborate on how the proposed uses are supportive of or consistent with the City's needs proposed in this proposal.
  3. Provide the Offeror's schedule for implementation.
  4. Provide background regarding the financial capacity and qualifications of the Offeror. If applicable the Offeror shall provide the last three (3) years form 990, return of organization exempt from income tax from the IRS.
  5. Specifically discuss the approach to developing preliminary and final project plans.
  6. Provide all anticipated fees associated with providing the services outlined herein.
9. Provide response to each of the following requirements that will be made available to the City.
 

List the number of available units.

**Canine:**  
 Holding units: \_\_\_  
 Isolation units: \_\_\_  
 Intake units: \_\_\_

**Feline:**

Holding units: \_\_

Isolation units: \_\_

Intake units: \_\_

**Fowl:**

Holding units: \_\_

Provide additional information including any future plans regarding each of the Support Spaces.

Intake Room

Food Preparation

Clinic

Euthanasia

Surgery

Bathing and Grooming

Laundry

Storage

Drive through garage adjacent to intake areas

Provide additional information including any future plans regarding each of the requested Administration Spaces.

Office – Supervisor

Offices – 3 for shared space for field officers

Office – Dispatch

Office – Clinic Coordinator

Staff Break Room

Staff Locker Room

Provide additional information including any future plans regarding each of the requested Exterior desires.

Public Parking

Staff Parking

Facility Vehicle Parking

Loafing Shed – for livestock holding

Dog Run Area

**C. OFFER AND UNDERSTANDING:**

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, and hereby offers to furnish all services in accordance with the requirements of the Request for Proposal as described in the proposal attached hereto and incorporated herein.

**D. FORMS AND ATTACHMENTS:**

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.

**3.1 PROPOSAL DUE DATE:** Sealed proposals with one (1) original, (1) electronic copy, and seven (7) complete paper copies will be received at the Purchasing Division no later than 3:00 p.m., Monday, November 21, 2016. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

**For Mail or Hand Delivery**  
**CITY OF SPRINGFIELD, MO**  
**KARA DANIEL**  
**218 E. CENTRAL**  
**SPRINGFIELD, MO 65802**  
**Submitted envelopes should be marked:**  
**“REQUEST FOR PROPOSAL: #034-2017”**

**3.2 ADDENDA:** If it becomes necessary to revise or amend any part of this Request for Proposal, an amendment will be posted on the City’s website at [www.springfieldmo.gov/bids](http://www.springfieldmo.gov/bids).

**3.3 PROPOSAL EVALUATION PROCESS:** The steps and activities in the proposal process will include the following:

- 3.3.1 A Evaluation Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.
- 3.3.2 The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.
- 3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.
- 3.3.4 The City Purchasing Agent will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short listed Offerors. Short listed Offerors will be evaluated on their interviews/presentations by the Evaluation Committee based on the criteria provided below.
- 3.3.5 The City Purchasing Agent reserves the right to conduct pre-award discussions and/or pre-agreement negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award.
- 3.3.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

**3.4 CRITERIA FOR AWARD:** The Evaluation Committee will evaluate proposals and a recommendation will be made to the Purchasing Agent. Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be

to recommend the Offeror who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

- 3.4.1 **40%** Demonstrated experience and expertise of the Offeror and its staff in providing partnerships, adoption, and animal welfare services of the highest standards to public sector clients.
- 3.4.2 **25%** Best use of the adoption and pound facility to meet the City's goals.
- 3.4.3 **12.5%** Financial Capacity
- 3.4.4 **12.5%** Overall cost to the City
- 3.4.5 **10%** Provide additional innovative and/or creative approaches for providing the service/partnership; as well as, offer alternative public educational services to the public sector for the welfare of the animals.

The City reserves the right to consider other information and factors, including terms of the sale or lease offer, as it determines appropriate, or to seek additional information from an entity or person responding to this notice without need for further advertising or notice.

On August 8, 2016, in General Ordinance 6301, City Council voted to amend the Springfield City Code, Chapter 2, Administration, Article VI, Finances, Division 2, Purchasing, Section 2-401, known as the Purchasing Manual, by amending Subsection 13-3.104.1.(D) to clarify the local preference provision and by deleting Subsections 13-3.105.2 and 13-3.105.3 to remove a conflicting local preference provision. This amendment specifies that when an RFP is evaluated, the score given to Offerors within the Springfield Metropolitan Statistical Area for the criteria of cost shall be increased by 10 percent of the total points possible for cost.

**3.5 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:** To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a proposer to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

- 3.5.1 Any questions relative to interpretation of specifications or the proposal process shall be addressed to the City Purchasing Agent in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received after the deadline date stated below will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an amendment to the RFP which, if issued, will be conveyed in writing to all prospective proposers not later than five (5) days prior to the date set for receipt of proposals. The deadline for written questions is **Monday, November 7, 2016** at 3:00 pm. Submit questions to Kara Daniel, Buyer at [kdaniel@springfieldmo.gov](mailto:kdaniel@springfieldmo.gov) or fax 417-864-1927.
- 3.5.2 It will be the responsibility of the proposer to contact the Division of Purchases prior to submitting a proposal to ascertain if any amendments have been issued, to obtain all such amendments, and to acknowledge amendment with the proposal.

**CITY OF SPRINGFIELD  
AFFIDAVIT OF COMPLIANCE  
RFP# 034-2017**

To be submitted with vendor's Proposal

\_\_\_\_\_ We **DO NOT** take exception to the RFP Documents/Requirements.

\_\_\_\_\_ We **TAKE** exception to the RFP Documents/Requirements as follows:

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I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name \_\_\_\_\_

**ADDENDA**

By \_\_\_\_\_  
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
(Print or type name and title of signer)

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Company Address \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_

Addendum No. \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

Fax Number: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

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

DBE Vendor (Yes/No): \_\_\_\_\_    Minority Owned: \_\_\_\_\_  
Women Owned: \_\_\_\_\_  
Veteran Owned: \_\_\_\_\_

**CITY OF SPRINGFIELD  
STATEMENT OF "NO PROPOSAL"  
REQUEST FOR PROPOSAL #034-2017**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **RFP NO. 034-2017** FOR **ANIMAL POUND FACILITY** FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY  
(PLEASE EXPLAIN REASON BELOW)

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR PROPOSAL.

\_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

\_\_\_\_\_ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS.

\_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS.

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

\_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_