

REQUEST FOR PROPOSALS

MAINTENANCE AND OPERATIONS

FOR THE CITY OF KEWANEE ANIMAL CONTROL FACILITY

CITY OF KEWANEE
401 E. Third St.
Kewanee, IL 61443

RESPONSES DUE MAY 5th, 2021 @ 2:00 PM

CITY OF KEWANEE

APRIL 13th, 2021

NOTICE FOR PROPOSALS

The City of Kewanee will be accepting proposals (One Original and Three full copies) from respondents capable of entering into an agreement to provide Animal Control Facility Maintenance and Operations for the City of Kewanee Animal Control Facility. The envelope should be sealed and appropriately marked “**RFP - Animal Control Facility Maintenance and Operations for the City of Kewanee Animal Control Facility**” and delivered to the City Clerk for the City of Kewanee at 401 East Third Street, Kewanee Illinois 61443. Proposals will be publicly opened and the names of the Proposers will be read on **Wednesday, May 5th, 2021 at 2:00 p.m.** Proposals not delivered by this time will be returned unopened.

Questions regarding this RFP may be directed to the Kewanee Chief of Police, Nicholas Welgat, at nwelgat@cityofkewanee.net not less than four business days prior to the proposal due date. All questions must be submitted in writing. Telephone inquiries will not be considered. To receive RFP packets, you may download the packet on-line at www.cityofkewanee.com. Copies of all questions and answers, and any addenda to supplement the RFP, will be published on the website above no later than three days prior to the opening due date.

No statement may in any way qualify, modify, substitute or change any part of the instructions to respondents. The City of Kewanee reserves the right to reject any and all statements and to award this request for proposals to the proposer that offers the best value to the City, taking certain evaluation factors into consideration as set forth in this RFP.

The City of Kewanee, Illinois

CITY OF KEWANEE

1. Preparation of Proposals

Unless otherwise directed in the Notice to Proposers, submit proposals on the prescribed forms or copies thereof, along with bid bond if required, in a sealed envelope marked **“RFP - Animal Control Facility Maintenance and Operations for the City of Kewanee Animal Control Facility”**. Prepare Proposals in accordance with the requirements of the Notice to Proposers, and any instructions on the Proposal Price Sheet.

2. Owner:

The City reserves the right to award parts of proposals, reject any or all proposals and to waive technical irregularities in the Proposal. Contract award will be made on the basis of the proposer who provides the services at the best value for the City, considering the selection criteria below.

Best Value Selection Criteria:

- A.** The City may use a “best value” selection process, which is based on a combination of cost and qualitative considerations. The qualitative considerations may include, but are not limited to: experience, qualifications and quality of the Proposer’s services; reputation of Proposer; financial resources; and any relevant criteria specifically listed in the RFP.
- B.** The City reserves the right, where it may serve the City’s best interest, to request additional information or clarifications from Proposers. The City reserves the right to negotiate any and all elements of any Proposer’s proposal.
- C.** Direct contact with City elected officials or city staff, other than the listed agent, regarding the RFP during the proposal review process may disqualify the Proposer from further consideration at the discretion of the City.

3. Interviews:

After written proposals are received and initially evaluated, the Owner may require one or more of the Proposers to provide an oral presentation as a supplement to their statements. Any Proposer required to interview should be prepared to discuss and substantiate any area of their proposal. The Owner is under no obligation to grant interviews to any Proposer receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

4. Questions and Inquires:

Proposers desiring further information or interpretation must request such information or interpretation from:

Nicholas Welgat
Chief of Police
City of Kewanee
401 East Third Street
Kewanee, IL 61443

309-852-2611 x254
nwelgat@cityofkewanee.net

5. Submission of Proposals:

One (1) Original and Three (3) Copies of each proposal shall be submitted to the address below by the time and date set forth. Each response should be sealed and appropriately marked **“RFP - Animal Control Facility Maintenance and Operations for the City of Kewanee Animal Control Facility”**. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: Wednesday, May 5th, 2021 @ 2:00 PM

Mail:
Rabecka Jones, City Clerk
City of Kewanee
401 East Third Street
Kewanee, IL 61443

6. Proposers:

Should a Proposer discover a discrepancy or an omission in the bidding documents, they should at once notify the City so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding. Each interpretation made will be distributed to all parties holding contract documents no less than two (2) days prior to bid opening. It is, however, the proposer's responsibility to make inquiry as to any addendum issued. All such addendums shall become part of the Contract Documents and all proposers shall be bound by such addenda, whether or not received by the proposers.

7. Communication:

The City of Kewanee shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

8. References:

The City of Kewanee may request proposers to supply, with this Invitation to Bid, a list of references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone and fax number.

9. Delivery of Proposals:

It is the proposer's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The proposer must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Proposers will be returned unopened.

10. Materials and Services:

The Proposer warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth herein. Proposer shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

11. Independent Contractor Relationship:

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Kewanee.

12. Indemnification:

The Proposer shall, defend, indemnify, and hold harmless the City of Kewanee, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

13. Insurance Requirements:

The Proposer shall procure and maintain, at its expense, during the term of this bid, at least the following insurance, covering work performed.

COVERAGE	LIMITS
A. Worker's Compensation	- As required by Illinois Law
B. Employer's Liability	- \$ 300,000 each occurrence
C. Public Liability	- \$ 300,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the proposers compliance with this section if required by the City.

14. Conditions of Conduct:

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Kewanee, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Kewanee, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Kewanee shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Clerk and copies may be obtained at a nominal charge.

15. Ethical Standard:

No City official or employee shall have interest in any contract resulting from this Request for Proposals. Individuals with a possible conflict will make a full public disclosure of such conflicts by way of notice to the City.

16. Proposals:

All proposals must be consistent in every respect and no special conditions may be made or included by the proposer. If a contract is awarded, it will be awarded to the most responsible proposer, meeting all the qualifications and specifications for this type of work and the RFP that offers the best value to the City of Kewanee.

17. Corrections:

Erasures or other corrections in the bid must be noted over the signature of the proposer.

18. Withdrawal of Proposals:

RFPs may be withdrawn by written request dispatched for delivery in the normal course of business prior the bid opening. The bid guaranty of any proposer withdrawing his RFP in accordance with the above will be returned promptly.

19. Equal Employment Opportunity:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

20. Payment:

The City of Kewanee is exempt from state sales tax and federal excise tax. These taxes shall not be included in the submitted pricing. The City will provide tax exemption certificates upon request.

Payment will be scheduled within thirty (30) days upon receipt of an original invoice complying with the terms and conditions of the award.

Invoices must be submitted by the vendor to the City of Kewanee, 401 East Third Street, Kewanee IL 61443.

21. Default:

The City reserves the right to terminate this contract with 60 days written notice for any reason if found to be in the best interest of the City of Kewanee.

22. Term of Contract

This contract will begin June 1, 2021 with a duration of three years with the option for (2) one-year extensions at the City of Kewanee's discretion.

23. Bid Agreement and Certification:

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

STANDARD PURCHASING TERMS & CONDITIONS

- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

Proposal Agreement and Certification Continued:

By my signature below I Certify that the information provided is true and complete to the best of my knowledge and I am authorized to make this offer on behalf of my company which will comply with all the following specifications, terms and conditions pertaining to this proposal.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

City of Kewanee Scope of Services and Operations

General Overview Information

The City of Kewanee Will Provide at No Charge to Operator:

- The maintained facility at no charge.
- Pay for monthly electrical, gas and water usage.

The Operator Will Provide at No Additional Charge to City:

- Operating personnel.
- Cleaning of the facility.
- Veterinarian Services including Spay & Neuter as needed.
- All medicines and vaccines.

Operations Services for the City of Kewanee includes the following:

Animal Control Facility Management and Operations Services:

Operate such animal control shelter and care facilities, including all necessary buildings, structures, grounds, spaces and equipment, as may be necessary to receive, maintain, care for and provide for the appropriate disposition of all domestic animals that come within the legal animal control authority and responsibility of the City. Receive calls and complaints, lost and found service, adoption service, public reception and assistance, collection and sales, humane education program, account for all animals handled by Animal Control Officer(s) or other City staff, maintain records for euthanasia materials and other drugs or medicines, building security, ensure building compliance with all applicable laws and regulations to handling medicines and hazardous materials relating to Animal Control Facility operations. Receive and evaluate animals, feed, provide water, emergency medical attention, health and condition evaluation, administer preventative medicine, clean kennels and cages, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia when deemed necessary, animal body storage and removal, and animal exercise.

Background and Objectives.

Animal Control Services have been provided by City-employed Animal Control Officers, who operated under the direction of the Kewanee Police Department, reporting to the Chief of Police. Presently, such services are provided by uniformed police officers in the absence of designated animal control personnel. In the future, the City may return to a model in which an Animal Control Officer assists in enforcing the City Municipal Code and state law including those for animals at large. The City's primary animal control services involve domesticated dogs and cats. The City Contracts for the operation of the Animal Control Facility (pound) under the direction of the Kewanee Police Department, reporting to the Chief of Police, or his designee.

I. Detailed Scope of Work.

The following is a more detailed listing of the requirements of this request for proposal. The offer to provide Animal Control Facility Management and Operations Services should address each section of the Detailed Scope of Work, specifying how the Proposer intends to meet the matter and the proposed method of compensation.

- A. **Animal Services:** Operate the City of Kewanee animal control shelter and equipment, as may be necessary to properly receive, maintain, care for and provide for the appropriate disposition of all domestic animals that come within the legal animal control authority and responsibility of the City. Receive and evaluate animals, feed, provide water, emergency medical attention, health and condition evaluation, administer preventative medicine, clean kennels and cages, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia when deemed necessary, animal body storage and removal, animal exercise.
- B. **Standards of Care:** Animal care guidelines will be as governed by the State of Illinois and the Department of Agriculture.
- C. **Minimum Hours of Operation:** The Animal Control Facility will be open for Public hours as specified by proposer in response to this RFP.
- D. **Condition of Animal Control Facility:** The facility will be maintained in a clean and sanitary condition which may be inspected at any time by City Officials. Animals will be provided adequate housing, food and water, emergency medical attention, health and condition evaluation, preventative medicine, and clean kennels and cages. Other procedures to be followed will include receiving and evaluating animals, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, animal exercise, and euthanasia as needed. The facility will not be permitted to be operated at a capacity larger than designed to ensure adequate space for animals at the facility. Proposers should include in their proposal procedures and policies for accepting animals when the facility is at capacity and their plans for ensuring that the facility does not exceed capacity.
- E. **Exercise of Animals:** The contractor will incorporate a program that will provide for the exercising of animals as appropriate (dogs on leash, interaction with cats) and describe the manner that such a program would be implemented.
- F. **Euthanasia of Animals:** The upfront costs for euthanasia of animals will be the responsibility of the operator with reimbursement through its contract with the City. It is the City's desire to find every animal a home or give to other agencies, except those deemed dangerous by the City, or for medical reasons as determined by a veterinarian. The proposer should identify the manner that would be utilized to accomplish a minimal/low kill facility.
- G. **Un-Adopted Animals:** Contractor will agree to allow un-adopted animals to be gifted to a bona fide animal care or rescue organization that accepts otherwise "un-adoptable" animals, if available. The proposal should specify the manner that this would be accomplished.
- H. **Veterinary Services:** The Contractor shall provide humane treatment of all domestic animals while in the shelter; provide basic first aid services, including licensed veterinary care, for all sick and injured animals, at Contractor's expense.

- I. **Return to Owner:** It shall be the Contractor's responsibility to make every available effort to identify and promptly attempt to notify the owner of any animal taken into custody, working in conjunction with the City Animal Control Officer when needed.
- J. **Scanning for Microchips:** Every effort will be made to locate the owner of animals. The Shelter will be equipped with universal scanner/s in order to check for the presence of a microchip, to facilitate return of animals to owners.
- K. **Adoption Program:** The Contractor shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. All animals released for adoption shall be vaccinated and spayed/neutered.
- L. **Disposal of Animals:** The contractor will be responsible for any labor costs associated with the disposal of animals. Contractor will comply with applicable state and federal law regarding the disposal of animal remains.

To the extent allowed by law, and except for animals quarantined for rabies observation or as provided elsewhere in this Agreement, every animal not claimed and redeemed by the owner before the expiration of five (5) days from the time of impoundment shall become the sole and exclusive property of the operator, so that neither the CITY, nor any agent or agency of the CITY, shall have any claim or right to any animal not claimed and redeemed as provided. Upon request of the CITY, Operator shall hold impounded animals beyond the 5-day stray period or the Rabies quarantine period.

Operator shall have the right, consistent with state law, local ordinances and this Agreement, to process every animal in its custody by the following methods:

- a. To return an animal to its owner, if possible;
- b. To place an animal in the home of a new owner via adoption, foster, or transfer to a rescue group; or
- c. To humanely euthanize and dispose of animals.

Operator shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed animals and the suitability of the home offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals.

The Contractor shall have the sole and exclusive right to determine if and when animals are to be placed in a new home or euthanized, but agrees to make a good faith attempt to place all animals prior to euthanizing animals. Operator shall have the right to humanely euthanize any impounded animal that is found to be physically suffering, injured or carrying a communicable disease prior to the end of the redemption period.

When the Contractor determines to place an animal in a new home, Contractor shall comply with all State laws relating to the sterilization of animals as a "releasing agency", and shall have the right to charge an adoption fee for the animal to offset the cost of sterilization if allowed by law, and may delay release of said animal until the new owner pays all fees associated with the animal.

- M. **Audit, Records, and Reports:** The Operator shall submit reports to the CITY as outlined specified and copies of said reports shall be kept by the Contractor for a minimum of two (2) years, unless such requirement is extended-by-law.

Operator shall submit a monthly report to the CITY showing all animals received for rabies observation and strays. The report shall include the following information regarding strays and animals received for rabies observation:

- a. Date delivered to shelter;
- b. Source of delivery (citizen, Police Officer, or Animal Control Officer);
- c. Address or location of found animal;

- d. A unique animal identification number;
- e. Species designation (cat, dog or other);
- f. Description of animal;
- g. Disposition of animal (reclaim, foster, adopted, euthanized, etc.);
- h. Date of disposition;
- i. City fees collected for animal (if applicable);

Operator shall maintain full, complete records and accounting of the fees collected by Operator, including electronic receipts. Said records and accounting shall be available for inspection by the CITY at all reasonable times. Monthly financial reports shall be submitted to the CITY by the Contractor on or before the 15th of each month. Operator shall utilize an independent entity for annual audit verifications.

- N. **Shelter Operating Costs:** Except as otherwise specified, the operating costs for the Animal Control Facility will be the responsibility of the contractor.

III. Submission Requirements:

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

- A. Submission Forms (Attachment A)
- B. Letter of Transmittal: Briefly describe your understanding of project and summarize the proposer's qualifications, experience and capabilities to meet RFP requirements.
 - 1. Identify person(s) who will be authorized to represent the company during contract negotiations and term of contract, including title, address and telephone.
 - 2. The letter of transmittal must be signed by the person who has authority to bind the company. The name and title of the individual signing the proposal must be clearly shown immediately below the signature.

ATTACHMENT A
SUBMISSION FORMS
REQUEST FOR PROPOSAL
Animal Control Facility Management and Operations Services
City of Kewanee

Submittal Due Date: Wednesday May 5th, 2021 @ 2:00 PM

Please include an original along with 3 copies of all requested information. Please bind copies as appropriate.

Submit these completed RFP Submittal sheets, signed and filled out as required, followed by Proposer's complete response to this solicitation. Proposals should be organized in the order in which the requirements are presented in this RFP. All pages of the proposal should be numbered. Proposals should be as thorough and detailed as possible so that the City may properly evaluate the Proposer's capabilities to provide the required services.

PROPOSER:

Name and Address:

Phone: _____ FAX: _____

Email: *(if applicable)*: _____

Date: _____

By: _____
Signature in Ink

Name: _____
Please Print

Title: _____

****Proposer may be asked to provide one year of financial reports with Submission documents.****

1. Business Classification (check or specify all that apply):
☐ Individual
☐ Partnership
☐ Corporation
☐ Women or Minority Owned
☐ Non-Profit
2. Name of Owner: _____
3. Does proposer maintain the minimum insurance as specified in the Terms & Conditions or is the proposer willing and able to obtain such?

Yes:___ No: ___
Insurance Broker Name: _____
Phone:_____Fax: _____
4. Are there claims pending against this insurance policy? Yes:_____No: _____
If yes, describe:
5. Has entity been in bankruptcy, reorganization or receivership in the last five years?
Yes:_____ No: _____
6. Has entity been disqualified by any public agency from participation in public contracts?
Yes:_____ No: _____
7. Is the entity the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the company's operations? Yes:_____ No: _____
8. Is the entity licensed for doing business in Illinois? Yes:_____ No: _____
9. Does the entity agree that all assigned representatives shall agree to submit to a background investigation, if required by the City? This would only be requested of the winning proposer that enters into a contract.
Yes:_____ No: _____

EMPLOYEE EXPERIENCE AND QUALIFICATIONS: *(may attach separate sheet if needed)*

1. List each paid position and the number of employees in each position:
2. List the experience and qualifications of your supervisory personnel:
3. How many active volunteers do you have and how to you recruit volunteers?

Proposal Pricing:

Declaration. By my signature below I agree to comply with all the provisions of this Contract. I further understand any breach of the Contract entitles the City of Kewanee a governmental entity to declare the Contract void within ten days after receipt of notice of breach.

Please fill in your proposed fee schedule for the next (5) year period to operate the Facility according to the Terms, Conditions and Scope of Services as specified herein:

Year 1	Year 2	Year 3	Year 4 *(conditional)	Year 5 *(conditional)

By: _____

Title: _____

Company: _____