



**Johnson County Commission**

**Densil Allen**  
Presiding Commissioner

**John L. Marr**  
Commissioner, Eastern District

**Charles Kavanaugh**  
Commissioner, Western District

**Diane Thompson**  
County Clerk

---

Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093  
(660) 747-6161 - Fax 747-9332  
[www.jococourthouse.com](http://www.jococourthouse.com)

**REQUEST FOR PROPOSALS  
JOHNSON COUNTY, MISSOURI**

**Animal Shelter Operations**

<b>DATE OF APPROVAL:</b>	<b>September 22, 2022</b>
<b>QUESTIONS AND CLARIFICATIONS SUBMISSION DEADLINE:</b>	<b>1:30 p.m. CDT - Friday, October 21, 2022</b>
<b>PROPOSAL DEADLINE:</b>	<b>1:30 p.m. CDT - Tuesday, November 1, 2022</b>
<b>PROPOSAL HEADING:</b>	Request for Proposals – Animal Shelter Operations
<b>COUNTY CONTACT PERSON:</b>	Jennifer Powers, Chief Deputy Clerk
<b>COUNTY CONTACT INFORMATION:</b>	(660) 747-6161 <a href="mailto:jpowers@jococourthouse.com">jpowers@jococourthouse.com</a>

**1. NOTICE**

Notice is hereby given that Johnson County is requesting proposals from all interested and qualified public, non-profit, entities or private firms, to establish a contract for animal shelter operations.

**2. BACKGROUND:**

In 1990, the City of Warrensburg began operating the animal shelter as a department of the City. However, in August 2020, the Mayor and City Council decided to close the animal shelter and cease operations due to budget constraints. The Warrensburg Animal Rescue, a non-profit organization, agreed to provide services through a joint agreement among the Warrensburg Animal Rescue, the City of Warrensburg, and the County of Johnson to allow for continued and uninterrupted services through December 31, 2021.

To secure a dedicated revenue stream, the County Commission agreed to place an additional sales tax on the ballot that would be intended to support county-wide animal shelter services. On April 21, 2021, the voters of Johnson County voted in support of a dedicated 1/8 cent sales tax with a five (5) year sunset or set to expire September 30, 2026.

Since 2021, the County has contracted for the administration and operation of its animal shelter and related services through monthly invoicing. The current contract for administration and operation of the animal shelter is set to expire on December 31, 2022.

The current shelter facility (building, grounds and limited equipment) is located at 35 SW 101st Rd, Warrensburg, MO 64093 and is owned by the City of Warrensburg. The animal shelter facility complex

consists of two (2) buildings on a 5-acre site located on the West side of Warrensburg:

- 30' x 60' for a total of 1,800 sq. ft. built in 1990. Remodeled in 2001 and 2010
- 110' long and portions are 30' wide and 18' wide for total of 2,460 sq. ft. built in 2009

The animal shelter currently intakes approximately 1,000-1,300 animals annually.

**ATTACHMENT A: Sample Lease Agreement with the City of Warrensburg, Missouri.**

- a. **Shelter Visit:** Proposers are urged to visit the building and grounds of the current animal shelter to familiarize themselves with conditions.

Appointments should be made not less than two (2) working days in advance with:

Danielle Dulin, City Manager

City of Warrensburg

Main: (660) 747-9121

Direct: (660) 262-4660

Email: [danielle.dulin@warrensburg-mo.com](mailto:danielle.dulin@warrensburg-mo.com)

Visits should be completed on or before 1:30 p.m. on October 21, 2022.

Upon submission of a proposal, it is understood that the Proposer is acknowledging acceptance of all site conditions unless otherwise stated in the proposal. If proposers elect to not use the City's established facility, then proposals should describe the proposed facility to include capacity, compatible use, ownership/lease arrangement, location, services area, etc.

- b. **Term:** The term of the contract is expected to be for a one (1) year with two (2) one-year options to renew with the agreement of both parties. Longer initial and extended terms may be considered depending upon the proposer's submission. Assumption of animal shelter operations to the selected firm is anticipated to occur on January 1, 2023.
- c. **Use of Name, Brand and Image:** The name "Old Drum Animal Shelter" is a Missouri fictitious name registered by the Warrensburg Animal Rescue. Therefore, selected Contractors, not including WAR, may choose to develop or utilize its own existing brand, media presence, and other media outreach methods. Should the Contractor determine that a new animal shelter name is necessary, pre-approval by the County and the City will be required.

**3. DESCRIPTION OF SERVICE**

- a. To help with alignment of services, the County has identified three Core Service Areas. Proposals must contain all of these service areas. The three Core Service Areas are: Animal Intake, Animal Husbandry, and Animal Service Programs.
- b. Services described in this RFP, and included in responses, apply only to Johnson County and its communities and not ancillary animal rescue operations which a provider may additionally engage in. Should a proposer wish to conduct ancillary programs at the animal shelter, clear differentiation of services and costs should be included in the proposal. In the event, that the proposer currently or desires to conduct ancillary services, please provide a clear description of this service in the response to this RFP.
- c. All service area providers are expected to enter information into a data management system of their designation. This system will track each change in an animal's status, each service delivered, etc. within 24 hours of each event as well as provide adequate and timely reports as requested by Johnson County and as applicable per law. Monthly ongoing reports will be expected by the Johnson County Commission.

- 4. Animal Intake:** Includes animals detained by law enforcement (County or Cities), or surrendered by a

member of the public where the animal originated, or was found, in the unincorporated and incorporated areas of Johnson County. Animals typically refers to dogs and cats, however, other species may be provided services on an as needed basis and subject to the expertise and experiences of the Contractor.

- a. Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and county workers. This includes following all Federal, State, and Local rules and regulations applicable to shelter operations.
- b. Intake services should include:
  - i. Health and behavior assessments of each animal.
  - ii. Identification and documentation of each animal's behavioral and medical history, when possible.
  - iii. Full body microchip scans and owner identification and contact when a microchip is found.
  - iv. Photo and description of each lost animal should be provided through public outreach activities to try to locate the pet's owner as soon as possible.
  - v. Document animal's description (breed, sex, age), health and behavioral assessment results in data management system within 24 hours of receiving each animal.
  - vi. Provide vaccinations including Bordetella, DAPP and general dewormers for dogs and FERCP and dewormer vaccinations for cats.
  - vii. Provide medical quarantine and behavior isolation for the duration of the legal holding for a minimum of 5 days (including day of impound) and evaluation as appropriate to protect the shelter population and the people working at or visiting the facility.
  - viii. Provide food, water, shelter, exercise and medical care to each animal for a minimum of 5 days to give the owner an opportunity to claim the animal.
- c. Provide the evaluation and euthanasia of dangerous or diseased animals.
- d. Provide public hours of operation at least five (5) days a week with Saturday required, for twenty-five (25) hours per week.
- e. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
- f. Maintain records and track all animals in data management system.

**5. Animal Husbandry:** All animals are provided ongoing animal husbandry care that includes food, water, administering medication, shelter, cleaning and veterinary services. Socialization and exercise are addressed in the Animal Service Programs area.

- a. Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and law enforcement (county and cities). This includes following all Federal, State and Local rules and regulations applicable to shelter operations.
- b. Provide for the administration and operation of all animal husbandry services at the shelter for adoptable, long term and dangerous animals that include:
  - i. Provide adequate and appropriate food to all types of animals.
  - ii. Properly cleaning all kennels, cages, exercise areas and other areas where animals are

exposed once a day at minimum, or as needed.

- iii. Maintain and properly clean animal husbandry equipment such as but not limited to food/water bowls, bedding, toys, and cat boxes.
  - iv. Provide adequate medical isolation for sick or diseased animals to prevent exposure to shelter population.
  - v. Perform regular janitorial services throughout the facility including public and staff areas, restrooms, medical or clinic rooms, storage areas, entrances, lobby areas, visitation rooms, isolation areas, etc.
  - vi. Assess each animal for ongoing suitability for volunteer contact, foster and adoption programs.
  - vii. Report to Johnson County Commission when shelter is at capacity.
- c. Provide for the administration and provision of veterinary care that includes:
- i. The selected Contractor will contract separately for at least one veterinarian licensed by the state of Missouri to treat animals brought to the shelter. The Contractor will bear the cost of all medical treatment of animals at the shelter and the cost of said veterinarian contract for service.
  - ii. The Licensed Veterinarian shall provide the following services and provide basic veterinary care when required, to include the following services:
    - 1. Performing a medical examination upon arrival for all sick/injured animals.
    - 2. Directing and monitoring the care of injured and/or sick animals.
    - 3. Adhering to and directing procedures to reduce or respond to the outbreak of infectious diseases.
    - 4. Making recommendations regarding behavioral problems.
    - 5. Provide laboratory services including, but not limited to, stool examinations, cytology, urine analysis, heartworm test, FELV/FIV test, electrolytes measurements, and blood counts.
    - 6. Supervise vaccinations.
    - 7. Supervise surgeries, when necessary.
    - 8. Supervise the euthanasia of animals, when necessary.
    - 9. Controlling drug supplies.
    - 10. Provide for the administration and operation of a spay and neuter program for all cats and dogs prior to being fostered or adopted into the community.
  - iii. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
- d. Maintain records and track all animals in data management system.

**6. Animal Service Programs:** All animals, upon determination of eligibility, shall be enrolled into applicable programs to promote adoption and healthy behavior.

- a. Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, and the public. This includes following all Federal, State, and Local rules and regulations applicable to shelter operations.

- b. Adoption Program:
  - i. Provide public outreach and maintain a website that includes promoting the adoption of animals through animal pictures, profiles and other applicable information.
  - ii. Provide consistent public hours of operation at five (5) days a week with Saturday required, for twenty-five (25) hours per week to allow members of the public to view, interact, and adopt animals.
  - iii. Administer adoption fees.
  - iv. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
  - v. Record all revenue collected.
- c. Foster Program:
  - i. Recruit, evaluate and monitor foster homes for animal safety and appropriate level and environment of care.
  - ii. Maintain records and track all animals in foster program in data management system.
  - iii. Coordinate with adoption program to encourage the adoption of eligible animals in foster program.
  - iv. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
- d. Long Term Care:
  - i. Provide exercise and socialization at least daily for non-dangerous sheltered animals.
  - ii. Provide for the administration and care of dangerous animals that include:
    - 1. Provide input and evaluation on behavior of dangerous animals and coordinate euthanasia evaluations.
    - 2. Ensure that members of the public or public volunteers do not access or handle any dangerous animals.
  - iii. Provide exercise and socialization services for improved behavior.
  - iv. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
- e. Volunteer Program:
  - i. Develop, administer, and maintain a Volunteer Program policy and procedures that outline allowable and non-allowable activities. Procedures should include volunteers signing a liability waiver and any other necessary documentation.
  - ii. Recruit and coordinate volunteers and assigned activities.
  - iii. Provide and track volunteer training.
  - iv. Document and report any incidents of bites or other injuries, mishandling of animals or other non-routine activity.
- f. Maintain records and track all animals in the data management system.

**7. PROPOSAL CONTENT AND FORMAT REQUIREMENTS:** The proposer must submit their proposals in strict accordance with the following format and presentation of materials utilizing the exact section headings and item numbers. Proposers must submit ALL information to be considered a responsive proposal; proposals may be rejected if required documentation is not included or completed at the discretion of the County. **Proposals should be prepared in strict accordance with requirements set forth, as follows:**

**a. Cover Sheet (Attachment B)**

- i. Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name, type of entity, and Federal Tax ID #.
- ii. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.

**b. Description of Services, Background and Staff**

**i. Services (30 points)**

1. Provide an executive summary or cover letter outlining the proposer's unique qualifications to operate and provide exceptional animal shelter services for all of Johnson County as outlined previously.
2. Itemize the complete list of services to be provided within each core service area – Animal Intake, Animal Husbandry, and Animal Service Programs.
3. Note instances where services exceed the scope or detail offered in this proposal, including medical and other treatment provided.
4. Note instances where services do not meet the scope offered in this proposal.
5. Address instances where possible cost efficiencies may be gained, quality may be improved or County may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.
6. Provide detailed narrative on any partnerships or arrangements with outside agencies or organizations that would be involved in delivering core services. (i.e. non-profit volunteers, humane society organizations, etc.)
7. Clearly indicate if the proposal includes use of the existing facility and if not, provide a detailed narrative, with detailed supporting documents on proposed facility. County may at its discretion require a physical inspection.
8. Provide specific details on proposed metrics the provider will use to audit, monitor and assess its administrative and operational activities in providing the core service areas.
9. Include details on the approach and process of how animals will be evaluated for behavioral issues as they relate to public health and safety concerns, and procedures for euthanasia, including anticipated euthanasia rate.
10. Provide information on the acceptance of any animals into the Animal Shelter outside of this proposal, including the exchange of animals from other shelters.
11. Provide details on the standard of care that animals will receive including, standard operating procedures to address and prevent medical outbreaks, emergency continuity of operation planning, etc. Proposers are encouraged to submit a copy of their current standard operating policies and procedures to

meet the above requirement.

12. Provide a current example of your shelter evacuation plan. This document should be provided as a designated exhibit and clearly identified as "Exhibit 1: Shelter Evacuation Plan."

**ii. Background and Experience (25 Points)**

1. Provide an overview of the types of work and history of your organization. Include a high-level account of your qualifications as they relate to this proposal.
2. Provide information on any past or present partnerships or arrangements with outside agencies or organizations as they may relate to this proposal.
3. Provide a minimum of three (3) references that substantiate your organization's experience in providing the types of service requested in this proposal. Each reference listed must include the name of the contact person, organization and complete contact information (address, telephone, email). Please contact the reference and provide advance notification to them. All references will be checked.
4. Provide details on business model and strategic development as it may relate to this proposal.
5. Please describe any current, pending or past litigation (within the last 10 years) that the organization has been, is, or is expected to be a party to.
6. Provide background information on any previous experience where someone was hurt by an animal, whether an employee or member of the public.
7. Provide experience with animal data and case management systems.
8. Provide an example of a report from the preferred animal data and case management system.
9. Provide information on your experience working with animal control and public sector agencies.
10. Provide information on your experience working with a public or private oversight and/or advisory board.
11. Provide a current copy of your written veterinarian protocols. This document should be provided as a designated exhibit and clearly identified as "Exhibit 2: Veterinarian Protocols and Procedures."

**iii. Staffing (10 Points)**

1. Provide names and qualifications of key employees and assigned or shared duties.
2. Provide a staffing plan for meeting the requirements including use of contractors and volunteers.
3. Provide information on how employees, contractors and volunteers will be onboarded and continuously trained.
4. Provide information on any subcontractors that will be used.
5. Provide a copy of the Licensed Veterinarian's current, valid license issued by

the State Board of Veterinary Medicine and existing contract for service with the proposer. If not currently engaged in a contract, provide a complete plan for procuring for veterinary services. This document should be provided as a designated exhibit and clearly identified as “Exhibit 3: Veterinarian License and/or Contract Provisions.”

6. Provide a copy of the organization’s personnel policy. This document should be provided as a designated exhibit and clearly identified as “Exhibit 4: Personnel Policy.”
7. Provide other relevant information that can aid County in its selection process. Documents should be provided as a designated exhibit and numbered accordingly.

**c. Proposed Costs**

**i. Budget Proposals (20 points)**

1. Provide a three-year budget proposal complete with proposed forward-facing fee schedule.
2. Provide a one-year annual budget that breaks out costs by category or item as presented in the description of services.
3. Provide costs for the staffing plan to include contractors and volunteers.

**ii. Budget and Cost Methodology (15 points)**

1. Provide a proposed financial statement that breaks down fixed and variable costs for Year 1 by month and annually for Year 2 and 3.
2. Describe the cost basis for all variable charges. (E.g. hourly rates for staff)
3. Describe the per animal cost basis and its methodology
4. Describe the basis for costing adjustments on subsequent years

**8. SELECTION PROCEDURES**

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section, with a maximum possible score of 100 points.

After an initial review and evaluation of each of the proposals, the proposers submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The County reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

The Contractor selected for this project will be required to accept the County’s standard contract and to comply with the insurance standards as deemed acceptable to the County’s Legal Counsel.

**9. INQUIRIES**

All questions concerning this Request for Proposals document shall be submitted by email or in written form to:

Jennifer Powers  
Johnson County Chief Deputy Clerk  
jpowers@jococourthouse.com

All questions must be received in writing or by email no later than **1: 30 p.m. CDT on Friday, October 21, 2022**. Only questions submitted in writing or by email shall be responded to via an addendum.



Questions will not be accepted via telephone. Responses to questions/clarifications will be placed on the Johnson County website at: <http://www.jococourthouse.com/bids.html>.

## GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "Proposer" as used herein shall refer to entities submitting proposals in response to this RFP. The term "Contractor" or "Operator" is also used to describe the successful proposer(s) in the context of providing services under a contract resulting from this RFP. The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful proposer." The term "County" shall mean Johnson County, Missouri.
2. **Rights and Responsibilities:** Johnson County reserves the right to:
  - Request clarification of any submitted information;
  - Not enter into any agreement;
  - Not to select any proposer;
  - Amend or cancel this process at any time;
  - Interview proposers prior to award and request additional information during the interview;
  - Negotiate a multi-year contract or a contract with an option to extend the duration;
  - Award more than one contract if it is in the best interest of the County; and/or
  - Issue similar RFPs in the future.
3. **Equal Opportunity/Disadvantaged Business:** Johnson County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. Disadvantaged, minority-owned and women-owned businesses are encouraged to submit proposals.
4. **Preparation of Proposals:** It shall be the responsibility of the Proposer to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the proposal.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the Proposer and such exceptions being included with the proposal, will form the basis of the contract between the successful Proposer and the County. The Proposer should take care to answer all questions and provide all requested information.

5. **Submission of Proposals:** Sealed proposals will be opened at **1:30 P.M. ON TUESDAY, NOVEMBER 1, 2022** in the County Commission's Office. Proposers must submit their proposal before this deadline, along with any amendments issued by the County, in a sealed opaque envelope or mailing box with the following information written on the outside of the envelope or mailing box:
  - a. The Proposers' organization or company name,
  - b. The "reference" which is "***DO NOT OPEN - Animal Shelter Operations***"

Mail or deliver five (5) proposals, one (1) original proposal signed in ink by a company official authorized to make a legal and binding proposal, and four (4) complete copies and one (1) complete copy on a USB drive to:

ATTN: Diane Thompson, County Clerk  
Johnson County  
300 North Holden Street, Suite 201  
Warrensburg, MO 64093  
Phone: (660) 747-6161

**Emailed electronic submissions will not be accepted for this Request for Proposals.**

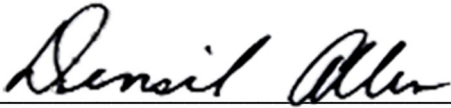
6. **Timely and Complete Receipt:** Proposals not received by the time and date of the scheduled proposal opening will not be considered and will be returned unopened to the Proposer. All responses will be considered final as submitted. No additions, deletions, corrections, or adjustments will be accepted after the time and date due. Proposals submitted which do not follow the prescribed format may be rejected. Contractors are required to clearly identify any deviations from the specifications in this document.
7. **Corrections or Withdrawals:** The Proposer may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the County Clerk, Diane Thompson, at email: [dthompson@jococourthouse.com](mailto:dthompson@jococourthouse.com). Proposals may be withdrawn after the opening only with written authorization from the County Clerk, Diane Thompson. at email: [dthompson@jococourthouse.com](mailto:dthompson@jococourthouse.com).
8. **Open Proposal:** The proposal, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically excepted to in your proposal.  
  
The County reserves the right to waive any defect or irregularity in any proposal received.  
  
In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.
9. **Evaluation of Proposals:** The evaluation of proposals and the determination as to acceptability of services proposed shall be the responsibility of the County. Accordingly, to ensure that sufficient information is available, the Proposer may be required to submit literature, samples, or other information prior to award. The County reserves the right to obtain clarification or additional information from any firm regarding its proposal. The County reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The County further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
10. **Commitment:** This Request for Proposals is not a contract or a commitment of any kind.
11. **Professional Licenses:** All animal shelter operations, facilities and ancillary services to be provided by the Contractor must be licensed and operated in accordance with the laws of the State of Missouri.
12. **Prohibited Contact:** Contact with any representative including elected and appointed officials, employees and affiliated agencies of the County, other than through the procedure outlined above, concerning this request for proposals, is prohibited. Violations of this prohibited communication will result in disqualification of the proposer at the sole discretion of the County Commission.
13. **Open Records:** Any and all information contained in or submitted with this Request for Proposals becomes a public record subject to the Missouri Sunshine Law when a contract is executed, or all proposals are rejected. If the Proposer believes that any information contained in or submitted with the proposal is protected by the Missouri Sunshine Law, the proposer or its authorized representative must clearly identify what information believes is protected and must also clearly identify the legal basis on which the belief is held.

14. **Non-Collusion:** By responding to this request for proposals, the Proposer shall be deemed to have represented and warranted that the proposal is not made in connection with any other Proposer submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
15. **Ability to Perform:** The Proposer may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, the County may reject the proposal.
16. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any Proposer prior to the County issuing a written notice to proceed.
17. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through December 31, 2023. Thereafter, this agreement may be renewed by the County for two (2) additional one-year renewal terms as determined in the contract for services.
18. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy obligations of the contract.
19. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
20. **Indemnification:** The contractor shall defend, indemnify and save the County and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the County growing out of such injury or damages.
21. **Use of Subcontractors:** Should the proposer intend to utilize the services of a subcontractor it must be clearly noted in the proposal with the same relevant information as is required of the general contractor.
22. **Non-Assignment:** Assignment of any contract resulting from this request for proposal will not be authorized.
23. **Insurance:** During the term of this Agreement, the Contractor shall obtain and maintain, and shall provide to County certificates of insurance to prove the following insurance coverage:
  - (a) Workers Compensation Insurance: Liability limits in accordance with applicable law.
  - (b) Personal Injury Liability: Contractor shall maintain in effect, throughout the term of this Agreement, personal injury liability insurance in the amount that is not less than \$500,000 for injury to or death of any one person, and \$2,000,000 for injury to or death of any number of persons in one occurrence. Such insurance shall specifically insure the Contractor against all liability imposed by law. The policy shall provide that it shall not be cancelled without ten (10) days written notice to County.
  - (c) Automobile Liability: Contractor shall maintain the following auto-related insurances: Personal Auto \$300,000; Business Related \$1,000,000 and Commercial Policy \$1,000,000.

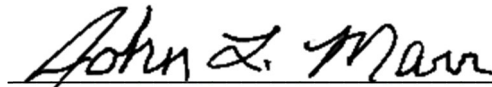
Before a contract is executed with the successful Proposer, the successful Proposer shall provide Certificates of Insurance for all required coverage. The successful Proposer can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties.

24. **Independent Contractor:** In performance of the work, duties and obligations assumed by the proposer, it is mutually understood and agreed that the proposer, including any and all of the proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of Johnson County.
25. **Prevailing Wage:** Approved Contractor will comply with all prevailing wage laws as set forth by the MO Division of Labor Standards for Public Works Projects, if applicable. Approved Contractor agrees to indemnify Johnson County of all labor law violations committed by the approved Contractor.
26. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
27. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Missouri. The parties agree to submit to the jurisdiction in Missouri, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Johnson County, Missouri.

**CONCLUSION:** On behalf of the Johnson County Commission, thank you for your interest in the Johnson County Animal Shelter Operations request for proposals. We look forward to receiving your proposal.



Densil Allen  
Presiding Commissioner

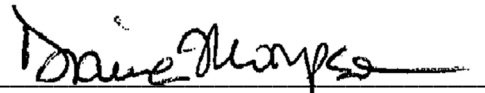


John L. Marr  
Commissioner, Eastern District



Charles Kavanaugh  
Commissioner, Western District

ATTEST:



Diane Thompson, County Clerk

## ATTACHMENT A: SAMPLE LEASE AGREEMENT

### CITY OF WARRENSBURG FOR SHELTER BUILDINGS AND GROUNDS

---

#### Lease Agreement Animal Shelter

THIS AGREEMENT, to be finally authorized and made and entered into effective on the date of final execution, by and between the \_\_\_\_\_ and the City of Warrensburg, Missouri, a Missouri Municipal Corporation, hereafter referred to as Lessor,

WITNESSETH:

WHEREAS, Lessee is desirous of acquiring possession of a Animal Shelter Facility, which can be used as the Animal Shelter in Warrensburg, Missouri, and

WHEREAS, Lessor is the owner of certain real property located in Warrensburg, Johnson County, Missouri, which contains a licensable shelter facility;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between the parties as follows:

1. Lease of Premises: Lessor hereby leases to Lessee the Animal Shelter Buildings (hereinafter referred to as "premises"), and the equipment located thereon referenced on Exhibit "A" which are attached hereto and incorporated herein by reference, and lease the same to Lessee under the following terms and conditions.

2. Lessee's Inspection of the Leased Property: Lessee has been in possession of the premises under a prior lease and it shall be conclusively presumed, as between the Lessee and Lessor, that the Lessee has fully inspected and acknowledged that the Leased Property is in good condition and repair, and the Lessee is satisfied therewith and has accepted the Leased Property in such good condition and repair.

3. Term and Rental:

a) The length of this agreement shall be a period of commencing \_\_\_\_\_ and ending \_\_\_\_\_ but only for so long, as there is in place an agreement between Lessee and Johnson County for funding of Lessee's operations, and if such agreement is not in place at any time, then this Lease shall immediately and without further action terminate and Lessee shall surrender possession back to Lessee

b) Lessee shall pay as rent the sum of \$1per annum, plus performance under the Operations Agreement, which forms part of the consideration for this Lease.

4. Limitation on Warranties: Lessee acknowledges and agrees that Lessor has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to the merchantability, condition, quality, durability, fitness for use, or suitability of the premises in any respect whatsoever or in connection with or for the purposes and uses of Lessee, or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, and Lessor shall not be obligated or liable for actual, incidental, consequential, or other damages of or to Lessee or any other person or entity arising out of or in connection with the use of the premises and the maintenance thereof.

5. Waiver: The waiver of any breach of any of the provisions of this lease by the Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by the Lessee, either of the same provision or another provision of this lease.

6. Alterations: Lessee will not make any alterations, additions or improvements to the premises without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage at the termination of the tenancy herein created.

7. Liens and Taxes: Lessee shall keep the premises free and clear of all levies, liens and encumbrances except those created under this Agreement. It shall be the responsibility of Lessor to pay, when due, all state, local, and federal real property taxes which may now or hereafter be imposed upon the premises. If Lessor should fail to pay any such real property taxes when due, Lessee shall have the right, but shall not be obligated, to pay any such taxes. If Lessee pays any such taxes for which Lessor is responsible or liable under this Agreement, Lessee shall have the right to recover the same from Lessor.

8. Insurance: -

a. Coverage of Premises: Lessor shall, at all times while Lessee is occupying the premises as a tenant of Lessor, keep all improvements which are now or hereafter a part of the premises insured against loss or damage by fire and the extended coverage hazards for 100 percent of the full replacement value of such improvements with loss payable to Lessor.

b. Personal Injury Liability: Lessee shall maintain in effect, throughout the time Lessee occupies the premises as a tenant of Lessor, personal injury liability insurance covering the premises and its appurtenances and the sidewalks fronting thereon in the amount of \$459,893.00 for injury to or death of any one person, and \$3,065,952.00 for injury to or death of any number of persons in one occurrence. Such insurance shall specifically insure Lessee against all liability described herein, as well as liability imposed by law. Both Lessee and Lessor shall be named as insureds on the policy.

c. Work Comp: Lessee shall maintain coverage for workers compensation in the amounts required by law.

d. Certificates Evidencing: Lessee's coverages shall be provided to Lessor upon commencement of the Lease term.

9. Indemnification: Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the operation of the Animal Shelter to be located on the premises.

10. Assignment: Without Lessor's prior written consent, Lessee will not (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the premises or any interest therein; or (ii) sublet the premises, or any part thereof, or permit the same to be used by anyone other than Lessee, Lessee's contracted service providers, or Lessee's volunteers and employees. Subject to the foregoing, this Lease shall inure to the benefit of, and is binding upon, the heirs, executors, administrators, successors and assigns of the parties hereto.

11. Event of Default: The term "Event of Default", as used herein shall mean the occurrence of any one or more of the following:

(a) The failure of Lessee to make any rental payment or perform under its Operations Contract where any such failure continues for a period of ten (10) days after the due date thereof.

(b) The failure of Lessee to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder, and such failure is not cured within ten (10) days of any notice sent by Lessor to Lessee which makes specific reference to any such failure.

(c) The discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease, or in any other writing given by Lessee to Lessor, is false, misleading or erroneous in any material respect.

(d) The lapse at any time of the agreement between Lessee and Johnson County for funding of Lessee's operations.

(e) The failure at any time of Lessee to possess a current license from the State of Missouri to operate an animal shelter facility. Any suspension, revocation, nonrenewal, probation or other discipline of Lessee's state license shall be a violation of this provision.

12. Remedies: Upon the occurrence of an Event of Default, if the same be continuing, Lessor may, at its option, exercise any one or more of the following remedies:

(a) Initiate any action for past due rent and/or recovery of the premises leased hereunder.

(b) Sell or lease the premises, or sublease the same for the account of Lessee, holding Lessee liable for all rental payments and other payments due at the time of such selling, leasing or subleasing.

(c) Exercise any other right, remedy or privilege which may be available to Lessor.

(d) Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, provisions hereof.

13. Rules and Regulations: Any rules or regulations of Lessee relating to and affecting the premises, including any subsequent modifications thereto, shall require the written approval of Lessor.

14. Maintenance of Premises:

(a) Except as herein specifically provided to the contrary, Lessor shall not be responsible for making any repairs of any kind in or upon the Demised Premises. Lessor shall maintain the exterior of the Demised Premises and the building of which it is a part, excluding any glass or doors, which shall be the responsibility of Lessee.

(b) Lessee at its own expense shall make all repairs and replacements as shall be reasonably necessary to keep the interior of the Demised Premises in good condition and repair during the Demised Premised Term (or any extension or renewal of such Term), including but not limited to all mechanical equipment. Lessee shall at its own expense make all repairs and replacements to the doors, windows, and interior walls. Lessee further agrees that all damage or injury done to the Demised Premises by Lessee or any other person who may be in or upon the Demised Premises except Lessor, its agents, servants and employees, shall be repaired by Lessee at its own expense. Payment for all utilities used upon or in connection with the Demised Premises shall be made by the Lessee, continuously during the Demised Term and any extension thereto. Lessee shall keep the Demised Premises in good repair and free from vermin and insects. Lessee shall keep the parking lot and sidewalks free of accumulation of snow and ice. Lessee shall not store or permit to be stored on the Demised Premises any toxic or hazardous materials, unless required for its operations, and in that event, in compliance with applicable laws and regulations.



Lessor shall keep the outdoor areas of the property mowed during normal mowing season at Lessor's expense.

15. Use of the Premises: No use shall be made of the premises other than as an Animal Shelter without the written consent of Lessor.

16. Notices: All notices to be given under this Lease shall be in writing and shall be sent by certified mail, return receipt requested, to the other party at the addresses set forth below:

Lessor: City of Warrensburg, Missouri, City Hall, 102A S. Holden St.,  
Warrensburg, Missouri, 64093.

Lessee: \_\_\_\_\_

Either party may change the address to which subsequent notices are to be sent provided any such notice of change of address is sent to the other party by certified mail, return receipt requested.

17. Section Headings: All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

18. Governing Law: This Lease shall be construed in accordance with, and governed by, the laws of the State of Missouri.

19. Delivery of Related Documents: Lessee shall execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease. Lessee will furnish Lessor an annual budget by November 15 of each year. Lessor shall execute or provide, as requested by Lessee, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

20. Entire Agreement. Waiver: This Lease, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the premises, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provisions of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by Lessor of any breach of Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

21. Utilities: Lessee shall be responsible for the payment of all water, gas, electricity, and other public utilities.

22. Lessor's Right to Inspect the Leased Property: Lessor shall have the right during normal business hours to enter into and upon the premises where the Leased Property is located for the purpose of inspecting the same or observing its use. Lessee or its designated representative shall have the right to accompany Lessor during such inspections.

23. Surrender of Leased Property: Upon the expiration of the lease, with respect to any item of the Leased Property, the Lessee shall return the same to Lessor in good repair, condition and working order, ordinary wear and tear excepted, in the following manner:

(a) By delivering the item of Leased Property at Lessee's cost and expense to such place as Lessor shall specify; or

(b) By loading such item of Leased Property at Lessee's cost and expense on board such carrier as Lessor shall specify and shipping the same, freight collect, to the place designated by Lessor.

24. Time of Essence: Time is hereby declared to be of the essence of this Lease and of each and every covenant, term, condition, and provision hereof.

WITNESS the hands of the duly authorized representatives of Lessor and Lessee.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

**ATTACHMENT B: COVER SHEET**

**CERTIFICATION:** By signing this *Cover Sheet*, I hereby attest to the following:

- A. that I have read and understood all the terms listed in the RFP;
- B. that I have read and understood all terms listed in this proposal;
- C. that I am authorized to bind the listed entity into this agreement;
- D. that should this proposal be accepted, I am authorized and able to secure the resources required to deliver on all terms listed within the RFP as published by the County of Johnson, Missouri, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal;
- E. that should this proposal be accepted, I will ensure that all personnel proposed to work on the project are authorized to work in the United States and in accordance with applicable state and federal laws, and;
- F. that should this proposal be accepted, I will ensure that our organization will give full cooperation with any audit from federal, state or local auditors or investigation by federal, state or local law enforcement agencies.

<b>Name of Person, Business or Organization:</b>	
<b>Type of Entity:</b> (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
<b>Federal Tax ID Number:</b>	
<b>Contact Person – Name</b>	
<b>Contact Person – Address</b>	
<b>Contact Person – Phone Number (s)</b>	
<b>Contact Person – e-mail address</b>	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date