Animal Shelter Advisory Committee
12/14/2017

Notice is hereby given of a regular meeting of the Animal Shelter Advisory Committee of the City of San Angelo to be held on December 14, 2017 at 12:00 PM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. **Call to Order**
2. **Public Comment**

Issues or items that are not on the agenda may be raised by the public at this time. Citizens should speak from the podium, begin by stating their name and limit remarks to less than three minutes. Committee members may request that a discussed item be placed on a future agenda. The Committee takes public comment on all Regular Agenda items during the discussion of those items.

3. **Regular Agenda**
   a. Discussion and possible action related to the request for proposal for adoption services
4. **Follow Up and Administrative Issues**
5. **Adjournment**

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 11th day of December 2017, at 10:30 a.m.

_____

Morgan Chegwidden,
Asst. Director Neighborhood & Family Services

All agenda items are subject to action. The Animal Shelter Advisory Committee reserves the right to consider business out of posted.

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending board or commission meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the Assistant Director Neighborhood & Family Services at 325-657-4225.

In an effort to provide our viewing public with information on the various City Boards and Commissions. This meeting will be recorded and broadcasted on Local Government Channel 17 at 8:00 a.m. on Fridays. For a schedule of all broadcasts, contact the Public Information Office at 481-2727 or visit our website at www.cosatx.us.

Staff Report

Requestor: Morgan Chegwidden, Assistant Director of Neighborhood Services, Neighborhood and Family Services, 325-657-4224

Meeting Date: December 14, 2017

Item type: Regular Item

Caption:

Discussion and possible action related to the request for proposal for adoption services

Summary/History:

Last year, the City of San Angelo sought a public-private partnership to share the workload of combating San Angelo's pet overpopulation epidemic. Assigning animal adoptions to an animal welfare organization frees up city staff and tax dollars to address our core function (preventing the spread of disease from animals to humans) and creates efficiencies by capitalizing on the welfare organization's core function (animal adoptions).

The current animal adoption contract with Concho Valley PAWS expires February 28, 2018. Since there are no options to renew for subsequent years, we need to open a new request for proposal to provide these services.

Attached is the draft request for proposal for your review. Section 2 Scope of Services Requested outlines the level of support we're seeking to include providing adoption services, matching potential animals with customers and coordinating adoption events offsite. The scope is largely unchanged from last year's request for proposal.

The only major change to this request for proposal is the proposal term. The prior contract of 12 months is not conducive to building a relationship of this importance. Staff has proposed a two year term with the option to extend four additional one year terms if agreeable to both parties.

Staff proposes publishing the request for proposal be published Tuesday December 19, 2017. Submissions would be due on Tuesday January 7, 2018. The subcommittee of Bob Salas, Ryan Smith and myself would then review the submissions. Council may consider approval of the contract at their January 23, 2018 meeting, approximately one month before the current contract expiration.

Financial Impact:

Unknown at this time.

Other Information/Recommendation:

Staff recommends approval of the draft request for proposal.

Attachments:

1.	Draft Request for Proposal	RFP NS 01-18 Draft.docx
2.	Presentation	171207 ASAC RFP Animal Adoption Svcs.pptx

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwidden	Created/Initiated
Theresa James	Final Approval

$5.00

CITY OF SAN ANGELO
REQUEST FOR PROPOSAL

Neighborhood & Family Services Department
Animal Services Division

Animal Adoption Services

RFP No. NS-01-18

City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Submittal Deadline
December 19, 2017/2:00 PM, Local Time

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CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel (325) 657-4219

INTRODUCTION

General

The City of San Angelo (City) is requesting proposals from qualified 501c3 organizations to contract for professional services for Animal Adoption Services at the Animal Shelter. In order for a proposal to be considered, the persons or organizations responding to this proposal (respondents) must demonstrate the capacity to perform the services described in the request for proposal.

Confidentiality

All proposals submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

Document Availability

Proposal Documents are available in the Purchasing Division or may be downloaded from the City's website at www.cosatx.us. To locate the documents on the website go to:

- Bid Information > RFP: NS-01-18/Animal Adoption Services

Digital Format

If proposal specifications are obtained in digital format in order to prepare a response, the response must be submitted in hard copy according to the instructions contained in this proposal package. If, in its response, respondents make any changes whatsoever to the published proposal specifications, the proposal specification ***as published*** shall control. Furthermore, if an alteration of any kind to the proposal specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division via email sapurch@cosatx.us or in writing. Please include the RFP Number and Title in the subject line. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued by addenda and posted on the City's website. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

Required Response

The City requires a response to any Request for Proposal (RFP) notifications mailed to potential vendors. Should a company choose not to participate, then in order to remain on the City of San Angelo's potential vendors list, a "No Bid Reply" form must be submitted.

Deadline and Delivery Location

Sealed RFP submittals must be received no later than **December 19, 2017, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Proposals after the bidding deadline, regardless of the mode of delivery, will be not be considered.

It is the sole responsibility of the vendor to ensure that the sealed RFP submittal arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.

Faxed or electronically submitted proposals will not be accepted.

Copies

Submit: One (1) unbound original (binder clips acceptable), three (3) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFP forms.

Delivery Address

City of San Angelo
Purchasing Division, RFP: NS-01-18
72 W. College Ave., Suite 330
San Angelo, Texas 76903

Mark Sealed Envelope: "RFP NO. NS-01-18/Animal Adoption Services"

Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's website. Respondents should **acknowledge any addenda and return the form with their proposal package.** Respondent is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a proposal. Failure to consider all addenda will be at the respondent's risk.

Award of Contract

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The City is an equal opportunity employer.

The City will select the most highly qualified respondent(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract.

Acceptance of Proposal Content

Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the respondent from its obligation to comply in every detail with all provisions and requirements.

Equal Employment Opportunity

Attention of respondents to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

Proposal Term

This proposal will be for two (2) years effective from the award date by the City Council. Four (4) additional one (1) year term extensions will be available subject to agreement by both parties.

The respondent must notify the City one hundred and twenty (120) days prior to the end of each term as to their intention to terminate the contract. Terms will renew automatically unless one hundred and twenty (120) days written notice is given for termination.

Points of Contact

Candice Blake, Specialist
Purchasing Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4219

Morgan Chegwidden, Assistant Director
Neighborhood & Family Services Department
City of San Angelo
3142 US Hwy 67 N
San Angelo, Texas 76905

1. INSTRUCTIONS TO RESPONDENTS

1.1. Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of written addenda.

1.2. Examinations of RFP Documents

Respondents are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the respondent's risk.

1.3. Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.

1.4. Authorized Signature

Proposals must show vendor name, address, and be manually signed. The person signing the proposal must have authority to bind their firm in a contract. Any erasures or other changes must be initialed by the person signing the proposal.

1.5. Modification or Withdrawal of Proposals

Proposals **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Division. A proposal may also be withdrawn in person by a respondent or their authorized agent, provided their identity is made known and they sign a receipt for the proposal. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

1.6. Restrictions on Communication

Respondents shall not communicate with: 1) elected City officials and their staff regarding the RFP or from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by respondent. Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity;

2. Casual social contacts that do not include mention of the RFP;

3. Respondents may submit written questions concerning this RFP to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered.

   It is required that all questions be sent by email to sapurch@cosatx.us. ***Please ensure the RFP Number and Title is in the Subject Line.*** Questions submitted and the City's responses will be published in the form of addenda to the City's website at www.cosatx.us. Respondent is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding;

4. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. All cost associated with interviews will be at the respondents' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests;

5. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons shall not be considered a violation by respondent of this section.

1.7. Disqualification
The respondent may be disqualified for any of the following reasons:

A. The respondent is involved in any litigation against the City of San Angelo;
B. The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
C. The respondent is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
D. The proposal is not received by the proposal submittal deadline; or,
E. The proposal is not executed by a person authorized to enter into a contract binding on the respondent.

1.8. Reservations
The City expressly reserves the right to accept, reject, or cancel all proposals AND:

A. Waive any defect, irregularity, or informality in any proposal or bidding procedure;
B. Extend the proposal closing time and date;
C. Reissue a bid invitation or RFP;
D. Procure any item by other means; or,
E. Increase or decrease the quantity specified, unless the vendor specifies otherwise.

1.9. Acceptance
Acceptance of respondent's offer will be in the form of a purchase order and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

2. SCOPE OF SERVICES REQUESTED

The City of San Angelo is interested in hiring a 501c3 organization to perform animal adoption services for animals entering the City's animal shelter located at 3142 Hwy 67 North and deemed adoptable by the City's Animal Services Staff. Services should include, but not be limited to:

1. Providing adoption services that mirror shelter hours of operation to the public.
2. Staffing phones at all times the building is open to the public.
3. Receiving customers at front lobby.
4. Providing information on all available animals to prospective adopters (history, demeanor, medical conditions, etc.).
5. Helping customers with PetPoint technology so they can view all available animals.
6. Matching potential animals with customer needs, desires, expectations, and requirements.
7. Upon adoption, scheduling surgery for animals needing alteration, if necessary.
8. Routing customers to City staff to make adoption payments.
9. Ensuring rabies vaccination is given to animals upon adoption.
10. Microchipping animals and uploading customer information into the system prior to animal leaving the facility.
11. Executing post adoption phone calls to ensure all aspects of the adoption and the surgery were performed to the satisfaction of the customer and annotating customer comments to develop better customer service.
12. Offering basic animal obedience, kenneling, and housebreaking training.
13. Providing mandatory counseling for pet owners wishing to drop off pets at the shelter.
14. Coordinating offsite adoption events.
15. Delivering animals to other shelters that are in need of animals.

3. PROPOSAL FORMAT

Proposals shall be submitted in the following format with each element requested and/or form furnished as specified to facilitate evaluation of the proposals. The detailed requirements in this RFP are **mandatory.**

FAILURE TO ADHERE TO THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF PROPOSAL.

To aid in the evaluation, all responses shall follow the same general format. Each section has a maximum page limit:

1. **Table of Contents (1 page)**
Include a clear identification of the material by section and by page number.

2. **Scope (5 pages)**
Clearly describe the scope of the required services to be provided to ensure consistency with the City's needs.

3. **Staff Qualifications and Organization Experience (5 pages)**
Please identify the key personnel that will be working on this project. This section should include resumes and/or information to expound on the proposed staff experience and qualifications.

Please also provide information in this section to demonstrate experience, responsiveness, a high level of customer service, documented results in animal adoption processes and successes, and prior interactions with city-based shelters.

4. **Approach in Providing Services (5 pages)**
Based on the general requirements listed in this RFP document, please describe your overall approach and methodology for completing the services as requested.

5. **References (3 pages)**
Please provide information in this section on references for similar services you have provided.

6. **Fee Schedule (3 pages)**
Provide a proposed fee schedule by year. Express your proposed fee(s) as percentage based or itemized, not-to-exceed amounts. Separate travel and related expenses (if applicable).

- Organization shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
- Respondents may submit proposals on any task or combination of tasks, and may propose alternate payment methods (i.e.: hourly rates). However, expenses not specifically listed will not be considered.
- The actual contract amount will be negotiated after the respondent has been selected and the scope of work finalized.

Please note: The City of San Angelo does not pay for services before it receives them. The City cannot accept contract terms with upfront payment terms or deposits.

7. **Additional Data (3 pages + all required forms)**
Provide any additional information considered essential to this proposal and all other required forms.

4. SELECTION PROCESS

A selection committee will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.

The City reserves the right to negotiate the final fee schedule, prior to recommending any contract.

The City's process is as follows:

1. The City will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.

2. The City reserves the right to revise the proposal and then request "Best and Final Offers" from the top candidates following the initial evaluation.

3. The City then will select the proposal that offers the best value based on the published selection criteria and its ranking evaluation.

4. Following the selection, the contract negotiation process begins and the City will negotiate first with the highest ranked offer. At this stage, the City may discuss modifications to the proposed scope, time and price. Modifications are not required, and if they are discussed but not agreed to by the City and the respondent, a final contract may still be negotiated and agreed upon based on the original response to the RFP. If the two parties are unable to reach a final agreement, the City will inform that respondent in writing that negotiations are ended.

5. The City may then negotiate with the next ranked respondent. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

The selection committee will consist of:

Name	**Title**
Robert Salas	Director of Neighborhood & Family Services
Morgan Chegwidden	Assistant Director of Neighborhood & Family Services
Ryan Smith	Chairman Animal Shelter Advisory Committee

The proposals will be evaluated based on the criteria and weighting detailed below.

Item	**Criteria**	**Points**
1	Completeness and conformity of the reply to the RFP	5
2	Overall approach and methodology to be used to accomplish the RFP requirements	20
3	Staff Qualifications and Organization Experience	30
4	References	10
5	Fee Schedule	35
	Total	**100**

Each respondent may include a maximum of five (5) pages of information not included in the above descriptions, which may be useful and applicable to this project.

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel (325) 657-4219

5. NO BID REPLY

For NS-01-18 / Animal Adoption Services

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

= = = = = = = = = = = = # # # = = = = = = = = = = = = =

PLEASE PRINT

We wish to: **( ) Remain On**
( ) Be Deleted From the list of vendors for the City of San Angelo.

A. We hereby submit a "No Bid" because:

( ) 1. We are not interested in selling through the bid process.

( ) 2. We are unable to prepare the bid form in time to meet the due date.

( ) 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal. OBJECTIONS: _____
_____
_____

( ) 4. We do not feel we can be competitive.

( ) 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

( ) 6. We do not wish to sell to the City of San Angelo. OBJECTIONS:_____
_____
_____

( ) 7. We do not sell the items or provide the services requested.

( ) 8. Other:_____
_____
_____

Firm _____

Signed _____

Date _____

Thank you for your assistance!

6. SUBMISSION FORMS

Copies

Submit: One (1) unbound original (binder clips acceptable, three (3) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFP forms.

Please submit all forms in the following order:

- ☐ Contact Information Form (IRS Form W-9)
- ☐ Addenda Acknowledgment Form
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ Local Preference Consideration Application & Economic Impact Details
- ☐ List of References
- ☐ Rate/Fee Schedule
- ☐ Draft Contract
- ☐ Verification Relating to Prohibited Contracts – Israel

*At council award, one notarized, original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required.

In submitting its proposal, respondent certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the proposal.

Submit all forms beyond this point.

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel (325) 657-4219

Contact Information Form

Vendor Name: _____

Authorized Signer: _____

Print Name: _____ Date: _____

Title: _____ Email: _____

Primary Contact: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Mailing Address: _____

City, State, Zip: _____

Physical Address: _____

(Cannot be a PO Box)

City, State, Zip: _____

Attach IRS W-9

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel (325) 657-4219

Addenda Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

Addendum No. 3 dated _____ Received _____

Please Print

_____
Company Name

_____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City, State Zip Code

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel (325) 657-4219

Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at http://cosatx.us. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 07/18/17)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all buyers who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor:	Brenda Gunter, Mayor
Councilmembers:	Tommy Hiebert, SMD 1 Tom Thompson, SMD 2 Harry Thomas, SMD 3 Lucy Gonzales, SMD 4 Lane Carter, SMD5 (Mayor Pro Tem) Billie DeWitt, SMD 6
City Manager:	Daniel Valenzuela

Development Corporation officers are:

Edward Carrasco, President
Juan Flores, First Vice President
Todd R. Kolls, Second Vice President
Scott Tankersley, Director
David Cummings, Director
Richard Crisp, Director
John Edward Bariou, Jr., Director

Executive Director: Roland Peña

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Governmetn Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel (325) 657-4219

Debarment and Suspension Certification

(1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

Business Name _____

_____ **By:** _____
Date **Name and Title of Authorized Representative**

_____
Signature of Authorized Representative

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel (325) 657-4219

Debarment and Suspension Certification

INSTRUCTIONS

1. By signing and submitting this proposal, the prospective vendor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective vendor agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a vendor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.

CITY OF SAN ANGELO
PURCHASING DIVISION
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Local Preference Consideration

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, on contracts less than $500,000 and three percent (3%) on contracts over $500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over $100,000 or Telecommunication and Information Technology Bids/Purchases.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.

This "Application for Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application, and**

2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel (325) 657-4219

Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Business Type:

- □ Corporation – Indicate state of incorporation _____
- □ Partnership – Indicate "general" or "limited" _____
- □ Sole proprietorship _____

Attachments: ***Describe in writing, and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

_____
Authorized Representative Signature

_____
Printed Name

_____
Title

_____
Date

(Attach description and documentation of economic impact as outlined on previous page)

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel (325) 657-4219

List of References

List at least three (3) references of similar scope and size giving company name, contact information, and term.

Reference One

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Four

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel (325) 657-4219

Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

_____ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

_____
Signature Date

This Services Agreement ("Agreement") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____, a _____ ("Provider"), effective as of the _____ day of _____, 20____(the Effective Date).

RECITAL

A. City issued a Request for Proposals, No. NS-01-18 Animal Adoption Services ("RFP NS-01-18"), for animal adoption services ("Services") on _____; Provider's response thereto ("Response") has been selected as the most qualified Response for the provision of Services at the best value; and, Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. City wishes to engage the services of Provider, and Provider wishes to perform Services for City.

C. On _____, 20__, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.

D. The Provider's representative executing this Agreement on behalf of Provider has full and complete authority of Provider's governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

TERMS:

1. RECITALS: The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TERM:** The term of this Agreement shall be two (2) years commencing on the Effective Date hereof.

3. **OPTION TO EXTEND:** City shall, at its sole discretion, have four (4) options to extend the term hereof under the same terms, conditions and compensation for additional one (1) year periods, based on a finding by City that the exercise of the option(s) is in City's best interest, subject to availability and appropriation of funds. City Council approval shall not be required as long as the total extended term does not exceed four (4) years.

4. **SCOPE OF SERVICE:**

A. Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein and in **Exhibit "A"** attached hereto, and made a part of this Agreement for all purposes.

B. Provider acknowledges to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Contract Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

5. **COMPENSATION:** Provider warrants that it has reviewed City's requirements and has asked such questions and conducted such other inquiries as Provider deemed necessary in order to determine the price Provider will charge to provide Services to be performed under this Agreement.

A. The amount of compensation payable by City to Provider shall be based on the rates and schedules described in **Exhibit "B"** hereto, which by this reference is incorporated into this Agreement.

B. Unless otherwise specifically provided in **Exhibit "B"**, payment shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed.

6. **CONTRACT DOCUMENTS:** The following documents from the City of San Angelo are incorporated herein by reference for all purposes, as if fully set out verbatim:

- This Service Agreement;

- RFP NS-01-18;
- Provider's Response

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 15. "Resolution of Contract Disputes", with a purpose to produce the intended results. The interpretations will be based on the following priorities:

1. This Service Agreement;
2. RFP NS-01-18 **(Exhibit "D")**;
3. Provider's Response **(Exhibit "E")**

7. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of not less than five (5) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement.

B. City may, at reasonable times during the term hereof, inspect Provider's Work and perform such tests, as City deems reasonably necessary, to determine whether the goods or Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in **Exhibit "A"** and the contract documents. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

8. AWARD OF AGREEMENT: Provider represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

9. PUBLIC RECORD: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: This Agreement is expressly made subject to all applicable federal, state, county and City laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to

as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

11. INDEMNIFICATION AND INSURANCE INDEMNIFICATION AND INSURANCE. Provider shall indemnify, defend and hold harmless City and its officials, employees (collectively referred to as "Indemnitees") and each of them from and against damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a Subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control (whether active or passive) of Provider or its employees, or sub-providers (collectively referred to as "Provider") (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

12. INSURANCE: Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in **Exhibit "C"** attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to City. Completed

Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, Provider shall be deemed in default of this Agreement.

13. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, City, in addition to all remedies available to it by law, may immediately upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all costs and expenses incurred by City in preparation and negotiation of

this Agreement, as well as all costs and expenses in the reprocurement of Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

15. TERMINATION RIGHTS OF CITY:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least ten (10) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses

incurred prior to the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received by Provider under this Agreement.

16. NONDISCRIMINATION: Provider represents and warrants to City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

17. ASSIGNMENT: This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

18. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:	**TO PROVIDER:**
City of San Angelo	_____
Attn: _____	Attn: _____
72 W. College Ave.	_____
San Angelo, Texas 76903	_____
Phone: (325) 657-_____	Phone: _____

19. AMENDMENTS: City or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of City and Provider, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Provider from their respective obligations under this Agreement.

20. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. Venue for any cause of action arising under this Agreement is Tom Green County, Texas.

G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

22. **INDEPENDENT VENDOR:** Provider has been procured and is being engaged to provide Services to City as an independent Vendor, and not as an agent or employee of City. Accordingly, Provider and/or provider's employees shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider or provider's employees, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to City under this Agreement.

23. **CONTINGENCY CLAUSE:** City's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

24. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFP NS-01-18.

25. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of

the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

26. ENTIRE AGREEMENT: This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

27. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

28. REAFFIRMATION OF REPRESENTATIONS AND DISCLOSURE COMPLIANCE: Contractor hereby reaffirms all of the representations contained in Contract Documents. Contractor warrants that Contractor has complied with the provisions of Section 2252.908 of the Texas Government Code and regulations adopted pursuant thereto requiring submission to the City of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the City.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this day and year above written.

"City"
CITY OF SAN ANGELO,
a municipal corporation of the State of Texas

By: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
Bryan Kendrick, City Clerk

"**Provider"**
_____

By: _____
_____, _____

ATTEST:

_____
Secretary

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Morgan Chegwidden, Assistant Director of NFS

APPROVED AS TO FORM AND CORRECTNESS:

Theresa James, City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

Charles Hagen, Risk Manager

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

COMPENSATION

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFP NS-01-18. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 PAYMENT OF COMPENSATION

Provider shall submit to City monthly invoices which indicate work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Provider's fees, City shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

2.0 REIMBURSEMENT FOR EXPENSES

Provider shall not be reimbursed for any expenses unless authorized in writing by City.

EXHIBIT "C"

SPECIAL INSURANCE RIDER

1. **TYPES AND AMOUNTS OF INSURANCE REQUIRED**. Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

$2,000,000.00	General Aggregate
$1,000,000.00	Products – Completed Operations
$1,000,000.00	Personal & Advertising Injury
$1,000,000.00	Each Occurrence
$ 100,000.00	Fire Damage (any one fire)

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

$ 1,000,000.00	Each Accident Limit

1.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and

employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
$ 500,000.00	Employer's Liability, Each Accident
$ 500,000.00	Employer's Liability, Disease - Each Employee
$ 500,000.00	Employer's Liability, Disease - Policy Limit

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel (325) 657-4219

EXHIBIT "D"

RFP NS-01-18 Animal Adoption Services

EXHIBIT "E"

PROVIDER'S RESPONSE TO RFP NS-01-18

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Verification Relating to Prohibited Contracts – Israel

City of San Angelo, Texas, RFB NS-01-18

My name is _____ _____ _____, "Declarant";
(First) (Middle) (Last)

My date of birth is _____; and,

My address is _____ , _____ . _____
(Street) (City) (State)

_____, and _____.
(Zip Code) (Country)

My position with _____, contracting company, is _____.
(contracting company) *(office held)*

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of
(County)

_____, 20 _____.
(Month)

_____
Declarant

Animal Shelter Advisory Committee

December 14, 2017

Request for Proposal

- Animal Adoption Services
  - Assigning animal adoptions to a welfare organization frees up city staff
  - City staff addresses core function – preventing the spread of disease from animals to humans
  - Welfare organization addresses core function – matching pets with responsible owners

Request for Proposal

- Animal Adoption Services
  - Current contract with Concho Valley PAWS expires February 28 2017
  - No options to renew
  - Need a new request for proposal

Request for Proposal

- Animal Adoption Services
  - Draft proposal includes updated terms
  - Scope of service largely unchanged
    - Provide adoption services
    - Match animals with customers
    - Adoption events
    - Etc.

Request for Proposal

- Animal Adoption Services
  - Draft proposal includes updated terms
  - Term proposed to increase from one year to two years
  - Four additional one year terms are proposed if agreeable to both parties

Request for Proposal

- Animal Adoption Services

Proposed timeline		
12/14/17	√	ASAC reviews request for proposal
12/15/17		Publish request for proposal
1/5/18		Responses due
1/8/18		Subcommittee reviews responses
1/23/18		Council approval
2/28/18		Current PAWS contract expires

Animal Shelter Advisory Committee

December 14, 2017