



# COUNTY OF ELLIS

## *Purchasing*

*Jodi Platt, Purchasing Agent*

*101 W. Main Street, Suite 203*

*Waxahachie, Texas 75165*

*972-825-5117*

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## **Request for Proposal 2018-001**

### **Annual Contract for Animal Shelter Services for Ellis County**

**Proposals due by: 10:00 A.M., Thursday, December 28, 2017**

**Respondent Name: \_\_\_\_\_**

# Table of Contents

|   |             |
|---|-------------|
| Proposal Instructions                             | Page 3      |
| Standard Terms and Conditions                     | Pages 4–10  |
| Insurance Requirements                            | Page 11     |
| Scope of Work                                     | Pages 12-15 |
| Submission Forms                                  | Pages 16-17 |
| Escalation/ De-Escalation Clause<br>Special Terms | Pages 18-19 |

## **Proposal Forms Section**

|  |             |
|--|-------------|
| Respondent Information Form                    | Page 21     |
| Respondent Disclosure Form                     | Pages 22-23 |
| Proposal Signature Form                        | Page 24     |
| Minority and Women Business Enterprise Form    | Page 25     |
| Contract                                       | Pages 26-27 |
| Certificate of Interested Parties<br>(HB 1295) | Pages 28-29 |
| Public Notice                                  | Page 30     |

This Table of Contents is intended as an aid to respondents and not as a comprehensive listing of the proposal package.

Respondents are responsible for reading the entire proposal package and complying with all specifications.

## Proposal Instructions

1. Proposals will be opened in the Purchasing Department, 101 West Main, Suite 203, Waxahachie, Texas 75165 after the time and date proposals are due.
2. Carefully read all portions of the proposal.
3. Fill out all forms properly and completely.
4. Signatures must be handwritten and in ink.
5. All proposals must be sealed when returned to Ellis County Purchasing.
6. Proposal number must be noted on the outside of sealed return envelope.
7. Respondent or representatives of the respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Ellis County including the County Judge and Commissioners concerning this Proposal except for questions concerning the Proposal by Respondent directed through Jodi Platt, Ellis County Purchasing Agent by email to [jodi.platt@co.ellis.tx.us](mailto:jodi.platt@co.ellis.tx.us) Failure to comply with this guideline will result in immediate disqualification from the proposal process.
8. Late proposals will not be accepted and will be returned unopened. Proposal number must be placed on outside of return envelope. Contract page must be signed, failure to do so could result in disqualification.
9. Respondents must return two (2) original sets with signatures of sealed proposals to:  
  
Ellis County Purchasing Department  
101 West Main Street, Suite 203  
Waxahachie, TX 75165
10. All questions must be submitted in writing to Jodi Platt, Ellis County Purchasing Agent, at [jodi.platt@co.ellis.tx.us](mailto:jodi.platt@co.ellis.tx.us)
11. All documents relating to this proposal, including but not limited to, the proposal document, questions and their answers, addenda and special notices will be posted under the Proposal number on the Ellis County website and available for download by respondents and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents up to the proposal due date.

## Standard Terms & Conditions

Ellis County is requesting proposals for **Animal Shelter Services**. All proposals must be submitted on the attached proposal forms. Proposals are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this document.

**By returning this proposal with price(s) quoted, Respondents certify and agree to the following:**

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in proposal document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
  - A. name and address of Respondent;
  - B. name and address of receiving department;
  - C. Ellis County, Texas purchase order number;
  - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate proposals will not be considered unless authorized by the proposal itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the proposal are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the proposal sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the proposal sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of

detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.

10. The County reserves the right to award parts of proposals, reject any or all proposals and to waive technical irregularities in the RFP. Contract award will be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Best Value Selection Criteria:

- A. The County will evaluate all proposals by reviewing and rating each proposal based on the following criteria, which are ranked in order of importance:
  1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the RFP.
  2. Experience, qualifications and quality of the Respondent's services
  3. Reputation of Respondent
  4. Any relevant criteria specifically listed in the RFP
  5. Cost to the County
  6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the RFP.
  7. Vendor's past performance record with Ellis County
  8. Vendor's safety record
  9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's proposal.

**\*See proposal specifications for additional criteria\***

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the Ellis County Sheriff's Office, 109 S. Jackson St., Waxahachie, TX

75165. Invoices must detail the materials/equipment/services delivered and must reference the Ellis County Purchase Order Number or Proposal Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule listed in the forms section below.

12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.
13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.

19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.
22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required

by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.

30. If a Contract, resulting from an IFB/RFP/RFQ/CSP/RFQ is for the execution of a public work, the following shall apply:

33.1 In accordance with Texas Government Code 2253.021, a County that makes a public work Contract with a prime Respondent shall require the Respondent, before beginning work, to execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.

33.2 In accordance with Texas Government Code 2253.021, a County that makes a public work Contract with a prime Respondent shall require the Respondent, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing



business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.

32. Respondents must provide the following information as part of this proposal:
  - A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
  - B. Name of contact person (single point of contact with the Respondent).
  - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
  - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the Contract.
  - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
  
33. Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary respondents, to reject materials/proposals not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Proposals may be rejected, among other reasons, for any of the following specific reasons:
  - A. Proposals received after the time limit set for receiving proposals.
  - B. Proposals containing irregularities.
  - C. Unbalanced value of items.
  
34. Respondents may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:
  - A. Reason for believing collusion exists among Respondents.
  - B. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated
  - C. The Respondent being interested in any litigation against the County.
  - D. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
  - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
  - F. Uncompleted work, which in the judgment of the County, will prevent or

hinder the prompt completion of additional work, if awarded.  
G. Respondents shall not owe delinquent property tax in Ellis County.

35. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.
36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, closed from 12:00 p.m. to 1:00p.m. for lunch. Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the proposal/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal/quote/ proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. Certification of Eligibility: This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a proposal or proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of proposal/proposal submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Proposals on similar items of like quality will be considered if the proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.

## **Insurance Requirements**

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
  - 1. Workers' Compensation – statutory (see TWCC rule 110.110)
  - 2. Employer's liability - \$500,000
  - 3. Comprehensive Commercial General Liability:
    - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
    - b. Property Damage - \$1,000,000 aggregate
  - 4. Automobile liability
    - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
    - b. Property damage - \$100,000 each occurrence
  - 5. Contractual liability - same limits as above.
  
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.
  
- C. Required Provisions:
  - 1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 203, Waxahachie, TX 75165
  - 2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.
  - 3. All copies of the certificates of insurance shall reference the project name and proposal number for which the insurance is being supplied.
  - 4. The respondent agrees to waive subrogation against Ellis County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
  - 5. The respondent is responsible for making sure any sub-Respondent(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.

# Ellis County Scope of Animal Shelter Services

## General Overview Information

The Respondent is responsible for providing the following:

Sheltering Facility  
Maintain the Facility  
Monthly Utilities  
Operating personnel  
Cleaning the facility  
Veterinarian Services including Spay and Neuter as needed  
All medicines and vaccines

Shelter Operations Services for Ellis County include the following:

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

## Scope of Service

### Background and Objectives

Animal Control Services are provided by the Ellis County Sheriff's Office. Their Animal Control Officers operate under the direction of the Ellis County Sheriff. Animal control services are provided both by patrol and responding to calls. The Animal Control Officer assists in enforcing the County's Code and state law including the dangerous dog statutes and ordinances. Primary animal control service involves domesticated dogs and cats and domesticated hybrid dogs and cats.

## Detailed Scope of Work

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

1. **Shelter Services:** To provide Ellis County an animal control shelter and equipment, as well as animal shelter services, as may be necessary to properly receive, maintain, care for and provide for the appropriate disposition of all domestic animals that come within the legal animal control authority and responsibility of the County. Receive and evaluate animals, feed, provide water, emergency medical attention, health and condition evaluation, administer preventative medicine, clean kennels and cages, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia when deemed necessary, animal body storage and removal, animal exercise.
2. **Standards of Care:** Animal care guidelines will be governed by the Texas Health and Safety Code. Respondent must comply with Title 10 of the Health and Safety Code, including Chapters 821 through 842 concerning the health and safety of animals, and any other state or federal law concerning the health and safety of animal care.
3. **Minimum Hours of Operation:** The Shelter will be open for Public hours Tuesday through Sunday 9:00 am to 5:00 pm.
4. **After-Hours, Temporary Shelter Facility:** The Animal Control Officer will place any animals temporarily in the designated area depending on the date and time the animal was taken. Respondent will allow animal control officers access to the Shelter facility 24 hours per day, 7 days per week.
5. **Exercise of Animals:** The Respondent shall incorporate a program that will provide for the exercising of animals as appropriate (dogs on leash, interaction with cats) and describe the manner that such a program would be implemented.
6. **Euthanasia of Animals:** The costs for euthanasia of animals will be the responsibility of the shelter Respondent. It is the County's policy in regards to locating every animal a home or give to other agencies, except those deemed dangerous by the County, or for medical reasons as determined by a veterinarian.
7. **Un-Adopted Animals:** Respondent will agree to allow un-adopted animals to be gifted to a bona fide animal care or rescue organization that accepts otherwise "un-adoptable" animals, if available. The proposal should specify the manner that this would be accomplished.

8. **Veterinary Services:** The Respondent shall provide humane treatment of all domestic animals while in the shelter; provide basic first aid services, including licensed veterinary care, for all sick and injured animals, at Respondent's expense.

9. **Return to Owner:** It shall be the Respondent's responsibility to make every available effort to identify and promptly attempt to notify the owner of any animal taken into custody, working in conjunction with the County Animal Control Officer when needed.

10. **Adoption Program:** The Respondent shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. All animals released for adoption shall be vaccinated and spayed/neutered.

11. **Disposal of Animals:** The Respondent will be responsible for any labor costs associated with the disposal of animals. Respondent will comply with applicable state and federal law regarding the disposal of animal remains.

12. To the extent allowed by law, and except for animals quarantined for rabies, observation or as provided elsewhere in this Agreement, every animal not claimed and redeemed by the owner before the expiration of ninety-six (96) hours from the time of impoundment shall become the sole and exclusive property of the Respondent. Upon request of the County, Respondent shall hold impounded animals beyond the 96-hour stray period or the Rabies quarantine period.

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

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

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

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

When the Respondent determines to place an animal in a new home, Respondent shall comply with all State laws relating to the sterilization of animals as a "releasing

agency", and shall have the right to charge an adoption fee for the animal to offset the cost of sterilization if allowed by law, and may delay release of said animal until the new owner pays all fees associated with the animal.

**13. Audit, Records, and Reports:** The Respondent shall submit reports to the Ellis County Sheriff's Office as outlined specified and copies of said reports shall be kept by the Respondent for a minimum of two (2) years, unless such requirement is extended-by law. Respondent shall submit a monthly report to the Ellis County Sheriff's Office showing all animals received for rabies observation and strays. The report shall include the following information regarding strays and animals received for rabies observation:

- A. Date delivered to shelter;
- B. Source of delivery (citizen or Animal Control Officer);
- C. Address or location of found animal;
- D. A unique animal identification number;
- E. Species designation (cat, dog or other);
- F. Description of animal;
- G. Disposition of animal (reclaim, foster, adopted, euthanized, etc.);
- H. Date of disposition;
- I. County fees collected for animal (if applicable);

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

**15. Shelter Operating Costs:** The operating costs for the animal shelter will be the responsibility of the Respondent.

**16. Spay / Neuter Program:** In addition to Items 1 through 15, the Respondent shall perform sterilization services for all animals that were adopted and not yet sterilized prior to commencement to this agreement. All services shall conform to applicable State Laws, Government Code and procedures approved by Ellis County.

**17. Disaster Preparedness:** In collaboration with the Ellis County Office of Emergency Management, the successful Respondent shall participate in the disaster preparedness plan for the Animal Services Facility to include, but not limited to, the following in the event of a disaster Animal evacuation, animal care, and animal sheltering during and after a declared disaster. The contractor shall also participate in disaster drills and meetings conducted by Ellis County Office of Emergency Management when it involves animal issues.

# SUBMISSION FORMS REQUEST FOR PROPOSAL

## Submission Requirements

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

1. Business Classification (check or specify all that apply):

- Individual: \_\_\_\_\_
- Partnership: \_\_\_\_\_
- Corporation: \_\_\_\_\_
- Women or Minority Owned: \_\_\_\_\_
- Non-Profit: \_\_\_\_\_

2. Name of Owner: \_\_\_\_\_

3. Does Respondent maintain the minimum insurance as specified in the Terms & Conditions?

- Yes: \_\_\_\_\_
- No: \_\_\_\_\_

Insurance Broker Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

4. Are there claims pending against this insurance policy?

- Yes: \_\_\_\_\_
- No: \_\_\_\_\_
- If yes, describe: \_\_\_\_\_

5. During the past five years, has the Respondent been involved in any bond litigation or claims that exceed 10% of the proposed contract cost?

- Yes: \_\_\_\_\_
- No: \_\_\_\_\_
- If yes, please attach an explanation.

6. Has Respondent been in bankruptcy, reorganization or receivership in the last five years?

- Yes: \_\_\_\_\_
- No: \_\_\_\_\_

7. Has respondent been disqualified by any public agency from participation in public contracts?

- Yes: \_\_\_\_\_
- No: \_\_\_\_\_



8. Is the Respondent the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the respondent's operations?

Yes: \_\_\_\_\_

No: \_\_\_\_\_

9. Is the Respondent licensed for doing business in Texas?

Yes: \_\_\_\_\_

No: \_\_\_\_\_

10. Does the Respondent agree that all assigned representatives shall agree to submit to a background investigation, if required by the County? This would only be requested of the winning company that enters into a contract.

Yes: \_\_\_\_\_

No: \_\_\_\_\_

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

1. List each paid position and the number of employees in each position:

2. List the experience and qualifications of your supervisory personnel:

3. How many active volunteers do you have and how to you recruit volunteers?

Shelter and maintain 150 dogs and cats per month according to the terms, conditions and scope of services as specified herein and not to exceed 1000 dogs and cats annually:

|  |          |
|--|----------|
| Monthly price for 150 dogs and cats                                  | \$ _____ |
| If quantity exceeds 150 per month or 1000 per year, price per animal | \$ _____ |

**Comments/ Exceptions:**

|  |
|--|
|  |
|  |

## **Escalation/De-escalation Clause**

Ellis County may allow escalation and de-escalation clauses on Animal Shelter and Maintenance Services. One hundred twenty (120) days prior to the time of each effective price change. Respondent must notify Ellis County by furnishing a price list from the manufacture stating all increases and decreases and the percentage above the cost that will be charged to Ellis County by the Vendor on each product. Failure to provide all information previously listed can be construed as grounds for termination. Ellis County will look to the next low respondent should their price be lower than the awarded vendors increase. If the clause is exercised, one (1) adjustment per contract term year.

## **Special Terms and Conditions**

- 1. Contract Term / Renewal:** The initial term of this contract shall be a period of twelve (12) months. At the expiration of the initial term, this contract will automatically renew for an additional two (2) one (1) year periods unless either party provides written notice of intent not to renew this agreement at least ninety (90) days prior to the expiration of the current term.
  
- 2. COOPERATIVE PURCHASING:** Ellis County has a role in developing and encouraging Cooperative Purchasing efforts among the governmental entities; therefore, it would be in the Respondent's best interest to help Ellis County facilitate this cooperative effort. **A "NO" answer could result in complete rejection of the proposal.**

A. Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

\_\_\_\_\_Yes \_\_\_\_\_No

1) If you, the Respondent, checked yes, the following will apply:

a) Governmental Entities utilizing Inter-Governmental Contracts with Ellis County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than Ellis County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Ellis County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed.

b) Delivery to governmental entities located within Ellis County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Ellis County shall be negotiated between the successful respondent and each governmental entity.

The undersigned respondent has carefully examined the Request for Proposal and the Certification included herein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Ellis County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from respondent's respondent as furnished by respondent herewith.

|                           |  |                             |  |
|---------------------------|--|-----------------------------|--|
| <b>Respondent Name</b>    |  | <b>Authorized Signature</b> |  |
| <b>Respondent Address</b> |  | <b>Printed Name</b>         |  |
| <b>County, State, Zip</b> |  | <b>Title</b>                |  |
| <b>Phone</b>              |  | <b>Date</b>                 |  |
| <b>Fax</b>                |  | <b>Email</b>                |  |

# Respondent Forms Section

## Respondent Information Form

Firm/Respondent:

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By: \_\_\_\_\_  
\_\_\_\_\_ Authorized Agent  
Title

Address: Street address and/or P.O. Box

Address: \_\_\_\_\_  
\_\_\_\_\_ City/State \_\_\_\_\_ Zip code

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Project Contact:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### References

List agencies where these services have been provided within the past two (2) years:

1. Agency: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone#: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Title: \_\_\_\_\_
  
2. Agency: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone#: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Title: \_\_\_\_\_
  
3. Agency: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone#: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

## Respondent Disclosure Form

**This form is a requirement and must be completely filled out in order to be considered for award.**

**1. Personal Conflicts of Interest**

a. Are you in any way related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is “yes”, please describe the nature of the relationship.

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b. Is any member of your family or extended family related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is “yes” please describe the nature of the relationship.

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c. Do you or any member of your family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is “yes” please explain in full.

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**2. Respondent or Business Conflicts of Interest**

a. Are any of your business partners or associates related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is “yes”, please describe the nature of the relationship.

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b. Are any of your business partner’s or associates’ families or extended families related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is “yes”, please describe the nature of the relationship.

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c. Do any of your partners or associates or any members of their family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is “yes” please explain in full.

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d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No \_\_\_\_\_

If your answer is “yes”, please describe the nature of the relationship.

---

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e. Are you, your business partners, or any of your/their extended families in anyway, (financially or otherwise), involved with an elected or appointed Ellis County official?

Yes \_\_\_\_\_ No \_\_\_\_\_

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**I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.**

\_\_\_\_\_  
Name of Respondent

\_\_\_\_\_  
Name and Title of Officer (Print)

\_\_\_\_\_  
Name and Title of Officer (Signature)

## **Proposal Signature Form**

The undersigned agrees this proposal becomes the property of Ellis County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be sixty (60) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of Ellis County, and that the contents of this proposal have not been communicated to any other respondent or to any employee of Ellis County prior to the official opening of this proposal.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Corn. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand all sections of this proposal packet including the specifications and all terms and conditions including any attachments contained in this proposal package.

**The information provided in this proposal, in response to Ellis County, Texas' Request for Proposal No. 2018-001 (ALL Sections inclusive), is true and correct and Respondent agrees to a proposal by the terms of the Request for Proposal and their in response.**

**Name and address of respondent:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Authorized Representative:**

Signature: \_\_\_\_\_ Printed name: \_\_\_\_\_

Title: \_\_\_\_\_



## Minority and Women Business Enterprises (MWBE) Form

Prior to an award, all Respondents will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as sub-respondents/sub-consultants.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-proposal/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts that demonstrate that the Respondent effectively used the services of available community organizations, Respondent's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

List each MWBE business that you plan to use on this initiative.

| Name of MBW/WBE | NCTRCA* Cert. # | Phone # | S/M** | Description of Work | Amount | %     |
|-----------------|-----------------|---------|-------|---------------------|--------|-------|
| _____           | _____           | _____   | _____ | _____               | _____  | _____ |
| _____           | _____           | _____   | _____ | _____               | _____  | _____ |
| _____           | _____           | _____   | _____ | _____               | _____  | _____ |

**No MBE/WBE's Added: Please Explain:**

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Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**CONTRACT**  
**2018-001 – Animal Shelter and Maintenance Services**

**STATE OF TEXAS}**  
**COUNTY OF ELLIS}**

Agenda Item# \_\_\_\_\_  
Date: \_\_\_\_\_

**WHEREAS**, The proposal package **2018-001** including the **Cover Sheet, Instructions, Specifications, and Proposal Sheet(s)** for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

**WHEREAS**, The Ellis County Commissioners Court as the governing body of Ellis County did on \_\_\_\_\_ award a contract to \_\_\_\_\_, for Animal Shelter and Maintenance Services in quantities and at prices as set forth in the proposal package; and

**THEREFORE**, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called (“COUNTY”) and the undersigned Vendor, hereinafter called (“VENDOR”).

**THAT IN ACCORDANCE** with proposal package **2018-001** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

**Texas Law to Apply**

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas. Venue for any disputes regarding this Contract must be filed in the district courts of Ellis County, Texas.

**Prior Agreements  
Superseded**

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

## **Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

**The contract for** Animal Shelter Services for Ellis County, Texas shall be for the period from January 1, 2018 and expiring on December 31, 2018.

**IN TESTIMONY WHEREOF:** Witness our hands at Waxahachie, Texas, effective as of the date awarded,

**Date signed:** \_\_\_\_\_

**VENDOR**

**ELLIS COUNTY**

By: \_\_\_\_\_  
**Authorized Agent**

By: \_\_\_\_\_  
**Carol Bush, County Judge  
Ellis County, Texas**

**Attest:**  
\_\_\_\_\_  
**Ellis County Clerk**

## Certificate of Interested Parties (Form 1295)

In 2016, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

### **The Filing Process:**

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a “Certificate Number.” Your firm must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Ellis County Purchasing Agent, the completed Form 1295 **must** be submitted to Ellis County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to an Ellis County contract.

\*By signing on the “compliance page”, your firm agrees to adhere to HB 1295 referenced above.

## **COMPLIANCE WITH FEDERAL AND STATE LAWS**

### **CERTIFICATION OF ELIGIBILITY**

By submitting a proposal in response to this solicitation, the respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents.

In the event of placement on the list between the time of proposal/proposal submission and time of award, the respondent/proposer will notify the Ellis County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### **DISCLOSURE OF INTERESTED PARTIES**

By submitting a proposal or proposal in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Ellis County Purchasing Agent, or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

Signature: \_\_\_\_\_

\*This form must be signed. The original with original signature and one (1) copy must be returned with proposal.

## PUBLIC NOTICE

ELLIS COUNTY PURCHASING AGENT, JODI PLATT, WILL DISTRIBUTE SPECIFICATIONS AND RECEIVE SEALED PROPOSALS IN THE PURCHASING DEPARTMENT, 101 WEST MAIN, SUITE 203, HISTORIC ELLIS COUNTY COURTHOUSE, WAXAHACHIE, TEXAS 75165 UNTIL THURSDAY, DECEMBER 28, 2017 AT 10:00A.M. THE SPECIFICATIONS WILL BE AVAILABLE ON ELLIS COUNTY'S WEBSITE @ [www.co.ellis.tx.us](http://www.co.ellis.tx.us) UNDER THE PURCHASING DEPARTMENT.

2018-001  
Annual Contract for Animal Shelter Services  
for Ellis County

**DATES TO RUN AD: One (1) time Sunday, December 10, 2017 and one (1) time Sunday, December 17, 2017**

Ellis County Purchasing Agent  
101 West Main,  
Suite 203  
Waxahachie, TX 75165  
ph. 972-825-5117  
fax 972-825-5119