

**CITY OF BLUE RIDGE**

**ANIMAL CONTROL SERVICES**



**REQUEST FOR APPLICATION  
("RFA")**

for

**CONTRACT ANIMAL CONTROL SERVICES (INCLUDING  
SHELTER/SERVICES)**

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To All Interested Parties:

The City of BLUE RIDGE is soliciting applications from qualified and experienced respondents for Contract Animal Control/Care Services.

### **003 - BACKGROUND**

Animal Control/Care Services serves the City of BLUE RIDGE residents with the mission to encourage responsible pet ownership by promoting and protecting the health, safety, and welfare of the residents and pets of BLUE RIDGE through education, enforcement, and community partnership.

Currently the City of BLUE RIDGE is working toward a Strategic Plan focusing on three key departmental priorities: (1) Enhanced enforcement of existing laws and codes; (2) Controlling the stray animal population and (3) Engage and educate the community.

The City of BLUE RIDGE is authorized to provide animal control and animal shelter services pursuant to Chapters 822, 825 and 826 of the Texas Health and Safety Code.

Animal Control/Care Services should operate 7 days week responding to all calls-for-service requests and impounding animals, including wildlife as ANIMAL CONTROL/CARE SERVICES is the rabies control authority for the City of BLUE RIDGE.

### **004 - SCOPE OF SERVICE**

#### Shelter Duties

- Examining animals for health status and conditions
- Prescribing and administering euthanasia for sick or injured animals
- Preparing and forwarding dead animal tissue samples to be examined
- Providing vaccinations on animals at the facility or holding vaccination opportunities at events
- Attaining quarantine facility and stay in contact regarding animals under quarantine
- If a live animal has rabies, follow State Law protocols and standards
- Maintaining updated and accurate animal medical records
- Maintaining high standards of care and quality control provided in a productive and courteous manner
- Conducting in-service training for staff
- Answering questions from the public pertaining to public health issues, City ordinances, and State laws dealing with animal control
- Abiding by State Law requirements for licensing and credentialing
- Adhering to and abiding by State Law and policies regarding access, maintenance, dispensation and tracking of controlled substances
- Provide quarantine facilities (maintain if owned); or retrieve inspection from a Certified Veterinarian if off-site third party facility
- Providing City with Certified Veterinarian's Annual Inspection
- Other duties relevant and required to ensure the health, safety and welfare of animals being confined/detained
- Offer onsite inspections by City
- Provide up-to-date insurance for all vehicles, personnel and structures
- Invoicing the City for work performed Provide up-to-date insurance for all vehicles, personnel and structures
- Provide monthly reporting

#### On-Site Duties within the City Limits

- Patrol services throughout the City Limits
- Field service calls and provide response to all calls, including after business hours
- Capturing "at-large" animals and containing/impound as needed
- Make all attempts to return the domesticated animals to their owner
- Report any and all cases of abuse and follow thru with Collin County Sheriff's Office or other authority regarding investigations/court dates/trials
- Write citations and have processed through the City of BLUE RIDGE Municipal Court
- Provide education to animal owners for health, safety and welfare of animals and education regarding wildlife issues
- Remove deceased animals, not limited to wildlife
- Respond to all animal bite reports per proper protocol including all reporting to other authorities
- Provide safety to motorists due to loose livestock
- Provide certification of all employees who will be providing services within the City's incorporated limits
- Impound animals not identified by owner and released to a humane organization for adoption or humanely destroyed if proven aggressive, harmful to itself or others, or its health is such that medically will not improve
- Respond to all animal cruelty or neglect calls and take appropriate actions according to State Law
- Provide up-to-date insurance for all vehicles, personnel and structures

- Provide monthly reporting
- Invoicing the City for work performed

### **005 - TERM OF CONTRACT**

A contract awarded in response to this RFA will be for a one (1) year period upon City Council Approval. The City shall have the option to extend the contract for up to one (1) year periods. All renewals shall be in writing and signed by the Mayor, or his/her designee, with action by City Council. Selected Contractor will be compensated for services performed at rate(s) negotiated between the City of BLUE RIDGE and Contractor

### **006 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

City reserves the right to award one, more than one or no contract(s) in response to this RFA.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection and approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFA on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFA, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFA, and reissue a subsequent solicitation, and/or remedy technical errors in the RFA process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFA and the Contract. Contract documents are not binding on City until approved by City Council as may be required, and executed by the City. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFA does not commit City to enter into a Contract, award any services related to this RFA, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered as required by the contract.

Conflicts of Interest. Respondent acknowledges that it is informed that the City of BLUE RIDGE and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City.

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Secretary if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Secretary 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 176.066(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.State.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.State.tx.us/filinginfo/conflict_forms.htm)

When completed, the CIQ Form should be submitted, either by mail or hand delivery, to the City Secretary. If mailing, mail to:

City of BLUE RIDGE, Attn: Edie Sims, 200 S Main, BLUE RIDGE, TX 75424.

If delivering by hand, deliver to: City of BLUE RIDGE, Attn: Edie Sims, 200 S Main, BLUE RIDGE, TX 75424.

**007- RFA EXHIBITS**

**RFA EXHIBIT 1**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

**INSURANCE REQUIREMENTS**

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City of BLUE RIDGE, which shall be clearly labeled "**ANIMAL CONTROL/CARE SERVICES**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
*1. Workers' Compensation	Statutory
*2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
*3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$ 500,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
* If Applicable	

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insured's. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of BLUE RIDGE  
Attn: City Secretary  
200 S Main  
BLUE RIDGE, Texas 75424

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of BLUE RIDGE where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of BLUE RIDGE for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

## RFA EXHIBIT 2

### INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

#### INDEMNIFICATION

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT**

**RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **RESPONDENT** shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at **RESPONDENT's** cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving **RESPONDENT** of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

### **007 - APPLICATION REQUIREMENTS**

If interested in providing these services to the City, please submit the following information:

- Attachment A – General Information Form, References, and Resume & Licenses
- Attachment B – Litigation Disclosure Form
- Attachment C – Certificate of Interested Parties (Form 1295)
- Attachment D – Signature Page

Contractor shall submit these items in electronic form (signed and scanned) to the City Secretary at

esims@blueridgecity.com or signed and mailed to:

City of BLUE RIDGE  
200 S Main  
BLUE RIDGE, TX 75424

008 - RFA ATTACHMENTS

RFA ATTACHMENT A, PART ONE

**GENERAL INFORMATION**

1. **Respondent Information:** Provide the following information regarding the Contractor.

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

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Provide any other names under which Contractor has operated within the last 10 years and length of time under for each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Does Contractor have a licensed veterinarian to practice veterinary medicine at Contractor's facility in Texas?

Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_

3. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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

\_\_\_\_\_  
\_\_\_\_\_



## REFERENCES

Provide at least two (2) references that Contractor has provided animal control/care services to within the past five (5) years. The contact person named should be familiar with the Contractor and **be willing to respond to questions** regarding the type, level, and quality of service provided.

### Reference No. 1:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 2:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

## **RESUME AND LICENSES**

Include resume(s) and license(s) for Contractor and other key staff members proposing to perform service under this contract.

**RFA ATTACHMENT B**

**LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

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

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of BLUE RIDGE or any other Federal, State or Local Government, or Private Entity?

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

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of BLUE RIDGE or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

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

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

## RFA ATTACHMENT C

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.State.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.State.tx.us/whatsnew/elf_info_form1295.htm)

**Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or State agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or State agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or State agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or State agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or State agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

**RFA ATTACHMENT D**

**SIGNATURE PAGE**

By submitting a proposal, Contractor represents that:

If Contractor is a corporation, Contractor will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFA, Contractor will be able and willing to comply with the insurance and indemnification requirements set out in RFA.

Contractor has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Contractor agrees to fully and truthfully submit the General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your application.

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

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

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