

REQUEST FOR PROPOSALS

ANIMAL SHELTER MAINTENANCE AND OPERATIONS FOR THE CITY OF CONROE ANIMAL SHELTER



**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

RESPONSES DUE SEPTEMBER 5, 2019 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

SEPTEMBER 2019

NOTICE FOR PROPOSALS

The City of Conroe will be accepting proposals (One Original and Three full copies) from respondents capable of entering into an agreement to provide Animal Shelter Maintenance and Operations for the City of Conroe Animal Shelter. The envelope should be sealed and appropriately marked “**RFP - Animal Shelter Maintenance and Operations for the City of Conroe Animal Shelter**” and delivered to City of Conroe - City Hall, City Secretary’s Office, 3rd Floor, 300 West Davis, Conroe Texas 77301. RFP’s will be publicly opened and the names of the Proposer’s will be read on **Thursday, September 5, 2019 at 2:00 p.m.** RFP’s not delivered by this time will be returned unopened.

All questions regarding this RFP must be submitted through Vendor Registry not less than four business days prior to the proposal due date. To receive RFP packets you may download the packet on-line at www.vendorregistry.com. Visit www.cityofconroe.org, Purchasing for the instructions for doing business with the City of Conroe and registering with Vendor Registry.

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

CC: 8/14/19 & 8/21/19

The City of Conroe, Texas

CITY OF CONROE

1. Preparation of Proposals

Unless otherwise directed in the Notice to Bidders, submit proposals *in quadruplicate* on the prescribed forms or copies thereof, along with bid bond if required, in a sealed envelope marked "**City of Conroe Animal Shelter Maintenance and Operations RFP**". Prepare RFPs in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal Price Sheet.

2. Owner:

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

Best Value Selection Criteria:

- A. City staff 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 Offeror's services meet the City's needs and specifications, as stated in the RFP;
 - 2. Experience, qualifications and quality of the Offeror's services;
 - 3. Reputation of Offeror;
 - 4. Any relevant criteria specifically listed in the RFP;
 - 5. Cost to the City; and
 - 6. Best value for the City. The City may use a "best value" selection process, which is based on a combination of cost and qualitative considerations. The qualitative considerations may include, but are not limited to: experience, qualifications and quality of the Offeror's services; reputation of Offeror; financial resources; and any relevant criteria specifically listed in the RFP.
- B. Offeror may be required to make an oral presentation to the City to further present their qualifications. These presentations shall provide the Offeror the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Offerors. The City reserves the right to negotiate any and all elements of any Offeror's proposal.
- D. Direct contact with City elected officials or city staff, other than the listed agent, regarding the RFP during the proposal review process may disqualify the Offeror from further consideration at the discretion of the City.

All submittals will follow bid procedures as set forth with the City of Conroe, Texas and bid standards as set forth with the State of Texas

3. Interviews:

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

4. Questions and Inquires:

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

Purchasing Questions:

Kristina Colville, Purchasing Manager
P.O. Box 3066
Conroe, TX. 77305
Office: 936-522-3830

Operation Questions:

Jeff Christy, Chief of Police
P.O. Box 3066
Conroe, TX. 77305
Office: 936-522-3202

5. Submission of Bids:

One (1) Original and Three (3) Copies of each proposal shall be submitted to the address below by the time and date set forth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: Thursday, September 5, 2019 @ 2:00 PM

Mail: City of Conroe
Soco Gorjon, City Secretary
P.O. Box 3066
Conroe, TX. 77305

Physical: City of Conroe
Soco Gorjon, City Secretary
300 W. Davis
Conroe, TX. 77301

6. Bidders:

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

7. Communication:

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

8. References:

The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone and fax number. *The low bidder may be required to furnish Performance and Payment Bonds depending on references, reputation and State Laws.*

9. Delivery of Proposals:

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

10. Materials and Services:

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

11. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

12. Independent Contractor Relationship:

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

The Proposer selected by this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

13. Indemnification:

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

14. Insurance Requirements:

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

COVERAGE	LIMITS
A. Worker's Compensation	- As required by Texas Law
B. Employer's Liability	- \$ 500,000 each occurrence
C. Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D. Public Liability (Property damage)	- \$1,000,000 combined single limit
E. Automobile Liability (Bodily injury)	- \$ 200,000 each person
F. Automobile Liability (Property damage)	- \$ 50,000 each occurrence

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

15. Bonding:

The successful bidder **will be required** to obtain and maintain for the term of this contract a Business Service Bond in the amount of \$10,000 dollars.

16. Conditions of Work:

Bidders are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful bidder of any obligations to furnish material and labor necessary to complete the project.

17. Conditions of Conduct:

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

18. Ethical Standard:

- No City official or employee shall have interest in any contract resulting from this Request for Bids. Individuals with a possible conflict will enact a public disclosure record by completing a "Conflict of Financial Interest" Questionnaire.
- **1295 certificate of Interested Parties and Conflict of Interest Questionnaire:**

The two forms stated above MUST be returned as part of your bid response. Failure to include these forms may result in your bid being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the bid. The web address to the Texas Ethics Commission website with instructions is listed below:

(Sample Forms are attached)

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

19. Proposals:

All RFPs must be consistent in every respect and no special conditions may be made or included by the bidder.

If a contract is awarded, it will be awarded to the most responsible bidder having previous experience, meeting all the qualifications and specifications for this type of work and the RFP that offers the best value to the City of Conroe.

20. Unit Prices:

The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

21. Corrections:

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

22. Withdrawal of RFPs:

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

23. Award of Contract / Rejection of Bids:

The City reserves the right to consider any bidder as unqualified to do the work or service, who does not habitually perform with his own forces, the major portions of the work specified and embraced in this contract.

24. Equal Employment Opportunity:

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

25. Payment:

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

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

Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe Texas 77305. If invoices are subject to cash discount, discount period will be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice.

26. Default:

The City reserves the right to terminate this contract with 30 days written notice for any reason if found to be in the best interest of the City of Conroe.

27. Term of Contract

This contract will begin January 1, 2020 with a firm, fixed price for three years.

28. Bid Agreement and Certification:

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

Proposal Agreement and Certification Continued:

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

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

City of Conroe
Scope of Shelter Services and Operations

General Overview Information

The City Conroe Will Provide At No Charge To Operator:

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

The Operator Will Provide At No Charge To City:

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

Shelter Operations Services for the City of Conroe includes the following:

Animal Shelter Management and Operations Services:

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 City. Receive calls and complaints, lost and found service, adoption service, public reception and assistance, collection and sales, humane education program, account for all animals handled by Animal Control Officer(s), maintain records for euthanasia materials and other drugs or medicines (***Operator will Maintain DEA License***), 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. Receive and evaluate animals, feed, provide water, emergency medical attention, health and condition evaluation, administer preventative medicine, clean kennels and cages, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia when deemed necessary, animal body storage and removal, and animal exercise. In addition, successful Contractor will receive, evaluate, and provide services to up to seven hundred and twenty (720) animals annually from two separate municipal jurisdictions.

The Fee Schedule shall be negotiated and approved by the City of Conroe Chief of Police.

I. Background and Objectives.

Animal Control Services are provided by the City-employed Animal Control Officer, who operates under the direction of the Conroe Police Department, reporting to the Chief of Police. Animal control services are provided both by patrol and responding to calls. The City Animal Control Officer assists in enforcing the City Municipal 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.

The contracted Animal Shelter Management and Operations services operate under the direction of the Conroe Police Department, reporting to the Chief of Police, or his designee.

II. 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 Offeror intends to meet the matter and the proposed method of compensation.

- A. **Shelter Services:** Operate the City of Conroe 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 City. Receive and evaluate animals, feed, provide water, emergency medical attention, health and condition evaluation, administer preventative medicine, clean kennels and cages, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia when deemed necessary, animal body storage and removal, animal exercise. In addition to those animals received from the City of Conroe, the successful Contractor will receive up to seven hundred and twenty (720) animals annually from two separate municipal jurisdictions.
- B. **Standards of Care:** Animal care guidelines will be governed by the Texas Health and Safety Code.
- C. **Minimum Hours of Operation:** The Shelter will be open to the public Tuesday through Sunday 9:00 am to 5:00 pm, not including City observed holidays.
- D. **After-Hours, Temporary Shelter Facility:** The Animal Control Officer will temporarily place any animals in the designated area depending on the date and time the animal was taken. Contractor will allow animal control officers access to the Shelter facility 24 hours per day, 7 days per week.
- E. **Condition of Animal Shelter:** The shelter facility will be maintained in a clean and sanitary condition which may be inspected at any time by City Officials. Animals will be provided adequate housing, food and water, emergency medical attention, health and condition evaluation, preventative medicine, and clean kennels and cages. Other procedures to be followed will include receiving and evaluating animals, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control, provide euthanasia, animal body storage and removal, and animal exercise. The shelter will not be permitted to be operated at a capacity larger than designed to ensure adequate space for animals at the shelter. The proposer should include in their proposal procedures and policies for accepting animals when the shelter is at capacity.
- F. **Exercise of Animals:** The contractor will incorporate a program that will provide for the exercising of animals as appropriate (dogs on leash, interaction with cats) and describe the manner that such a program would be implemented.

- G. **Euthanasia of Animals:** The costs for euthanasia of animals will be the responsibility of the shelter operator. It is the City's policy to make every effort to find every animal a home or give to other agencies, except those deemed dangerous by the City, or for medical reasons as determined by a veterinarian. The proposer should identify the manner that would be utilized to accomplish a minimal/low kill facility.
- H. **Un-Adopted Animals:** Contractor will agree to allow un-adopted animals to be gifted to a bona fide animal care or rescue organization that accepts otherwise "un-adoptable" animals, if available. The proposal should specify the manner that this would be accomplished.
- I. **Veterinary Services:** The Contractor shall provide humane treatment of all domestic animals while in the shelter; provide basic first aid services, including licensed veterinary care, for all sick and injured animals, at Contractor's expense.
- J. **Return to Owner:** It shall be the Contractor's responsibility to make every available effort to identify and promptly attempt to notify the owner of any animal taken into custody, working in conjunction with the City Animal Control Officer when needed.
- K. **Scanning for Microchips:** Every effort will be made to locate the owner of animals. The Shelter will be equipped with universal scanner/s in order to check for the presence of a microchip, to facilitate return of animals to owners.
- L. **Adoption Program:** The Contractor shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. All animals released for adoption shall be vaccinated and spayed/neutered.
- M. **Disposal of Animals:** The contractor will be responsible for any labor costs associated with the disposal of animals. Contractor will comply with applicable state and federal law regarding the disposal of animal remains.

To the extent allowed by law, and except for animals quarantined for rabies observation or as provided elsewhere in this Agreement, every animal not claimed and redeemed by the owner before the expiration of ninety-six (96) hours from the time of impoundment shall become the sole and exclusive property of the operator, so that neither the CITY, nor any agent or agency of the CITY, shall have any claim or right to any animal not claimed and redeemed as provided. Upon request of the CITY, Operator shall hold impounded animals beyond the 96-hour stray period or the Rabies quarantine period.

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

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

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

The Contractor shall have the sole and exclusive right to determine if and when animals are to be placed in a new home or euthanized, but agrees to make a good faith attempt to place all animals prior

to euthanizing animals. Operator shall have the right to humanely euthanize any impounded animal that is found to be physically suffering, injured or carrying a communicable disease prior to the end of the redemption period.

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

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

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

- a. Date delivered to shelter;
- b. Source of delivery (citizen or Animal Control Officer);
- c. Address or location of found animal;
- d. A unique animal identification number;
- e. Species designation (cat, dog or other);
- f. Description of animal;
- g. Disposition of animal (reclaim, foster, adopted, euthanized, etc.);
- h. Date of disposition;
- i. City fees collected for animal (if applicable);

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

- O. **Shelter Operating Costs:** The operating costs for the animal shelter will be the responsibility of the Contractor.
- O. **Spay / Neuter Program: Spay / Neuter Program:** Contractor may charge a reasonable fee for a Spay and Neuter Program. All services shall conform to applicable state laws, municipal code and procedures approved by the City of Conroe Chief of Police. All charged fees will be negotiated and approved by the City of Conroe Chief of Police.

P. **Additional Pertinent Information:**

- a. The City does not pay a mobilization fee nor does the City pay for any services before they are rendered.
- b. The City owns the autoclave, surgical tables, prep table, surgical light and anesthesia machine.
- c. The shelter is equipped with office furniture, some office equipment and phone system.

III. **Submission Requirements:**

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

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

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

ATTACHMENT A

SUBMISSION FORMS

REQUEST FOR PROPOSAL

**Animal Shelter Management and Operations Services
City of Conroe**

Submittal Due Date: Thursday September 5, 2019 @ 2:00 PM

Please include 3 copies of all requested information. Please bind copies as appropriate.

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

OFFEROR:

Name and Address:

Phone: _____ FAX: _____

Email: *(if applicable)*: _____

Date: _____

By: _____
Signature in Ink

Name: _____
Please Print

Title: _____

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

1. Business Classification (check or specify all that apply):
 Individual
 Partnership
 Corporation
 Women or Minority Owned
 Non Profit

2. Name of Owner: _____

3. Does bidder 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 contractor been involved in any bond litigation or claims that exceed 10% of the proposed contract cost? If yes, please attach an explanation.
Yes: _____ No: _____

6. Has company been in bankruptcy, reorganization or receivership in the last five years?
Yes: _____ No: _____

7. Has company been disqualified by any public agency from participation in public contracts?
Yes: _____ No: _____

8. Is the company the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the company's operations? Yes:_____No: _____

9. Is the company licensed for doing business in Texas? Yes:_____No: _____

10. Does the company agree that all assigned representatives shall agree to submit to a background investigation, if required by the City? This would only be requested of the winning company that enters into a contract. Yes: _____ No: _____

Proposal Pricing:

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

Price Per Month To Operate Shelter / Maintain 345 Cat And Dog Kennels according to the Terms, Conditions and Scope of Services as specified herein:

Monthly: _____

Annually X 12: _____

By: _____

Title: _____

Company: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government 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.

("Company or Business Name")
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF CONROE
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date