



City of Burleson

REQUEST FOR QUALIFICATIONS

Qualification Reference Number: 2020-012

Project Title: Veterinarian Services for Burleson Animal Shelter

Due Date: 3:00 P.M.(CST), September 8, 2020

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CITY OF BURLESON REQUEST FOR QUALIFICATIONS

Date: August 21, 2020

RFQ #: 2020-012

From: Justin Scharnhorst, Purchasing Manager, City of Burleson
817-42-9646 / 817-426-9368 jscharnhorst@burlesontx.com

1. INTRODUCTIONS: City of Burleson requests an immediate quote for Vendor(s) for Veterinarian Services for Spay/Neuter and Rabies Vaccinations

QUALIFICATIONS ARE DUE NO LATER THAN DAY, September 8, 2020 @ 3:00 P.M.

2. PAYMENT TERMS: Payment Terms for the City of Burleson are net 30 days after the City's receipt of the Vendor's invoice(s). Vendor should perform all services and provide all products, as determined by the City, prior to issuing the invoice(s). All charges are to be less sales tax as the City is sales tax exempt. Vendor's invoice must include:

- A. Name, address, telephone number, and fax number of vendor
- B. Name of requesting department
- C. Job site location (if applicable)
- D. Itemized description of services and/or product
- E. City's Purchase Order number
- F. City's RFQ number referenced above

Mail invoices directly to:

Accounts Payable
City of Burleson
141 West Renfro
Burleson, TX 76028
or

via email to accountspayable@burlesontx.com

Payment will be processed after requesting department notifies Finance that **all** services are satisfactorily performed and/or products are received in the expected condition from the Vendor. ***All submitted responses must be accompanied by a signed and completed Form CIQ. Responses received without this form may be considered 'non-responsive.'***

The City may select to pay for products and/or services using a purchasing card.

NOTE TO VENDOR: ENTER ANY SPECIAL PAYMENT TERMS SUCH AS PARTIAL PAYMENTS, ETC. CALL PURCHASING MANAGER IF YOU ARE UNSURE.

3. NOTICE TO AWARD: Upon review of all quotes, Purchasing Manager will call awarded Vendor with a verbal 'NOTICE TO PROCEED.' 'Notice to Proceed' may be followed by a Purchase Order. All terms and conditions contained herein will be applied. Additional terms and conditions may be submitted by Vendor for City approval.

4. ESTIMATED QUANTITIES: The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor.

5. CERTIFICATION OF AGREEMENT: Please indicate below that vendor's Agreement will be subject to and comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

Yes, We agree

No, We do not agree

6. INSURANCE: The Vendor, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

6.1. Worker’s Compensation and Employer’s Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

6.2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

6.3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

7. TERM OF CONTRACT AND OPTION TO EXTEND: Any contract resulting from this RFQ shall be effective **for thirty six months from date of award.** The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

7.1. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor’s cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Qualifications in which negative or no escalation is shown will be considered as 0% escalation.

7.2. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor’s rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

First Additional Year Escalation Percentage _____ %
Second Additional Year Escalation Percentage _____ %
Third Additional Year Escalation Percentage _____ %
Fourth Additional Year Escalation Percentage _____ %

APPENDIX A – SCOPE OF SERVICES

RFQ#2020-012 VETERINARIAN SERVICES FOR BURLESON ANIMAL SHELTER

1. SUBMITTING VENDOR INFORMATION:

Vendor Company Name: _____ Date: _____
Texas Certified Vendor # (CMBL): _____ HUB: Yes No (*circle one*)
Vendor Physical Address: _____
Vendor Mailing Address: _____
Owner Name (please print): _____ TIN: _____
Owner Phone: _____ Owner Email: _____

2. SCOPE OF SERVICES: The City of Burleson Animal Services is requesting Qualifications for the Spay/Neuter Program that requires all adopted dogs and cats to be spayed/neutered and have current rabies vaccination before leaving the animal shelter. This program is intended to assist in reducing the population of unwanted animals in the Burleson area and the State of Texas. This will not be an exclusive contract; multiple service providers may be selected to allow for scheduling conflicts and flexibility in availability for both parties.

The program consists of:

Spay/neuter services and rabies vaccination service.

The contracts award will be made based on recommendations from a review committee comprised of the Director of Neighborhood Services, Animal Services Manager and Purchasing Manager.

The City of Burleson desires to procure reduced cost spay/neuter and vaccination services for all cats and dogs adopted from the Burleson Animal Shelter. The selected vendors are expected to provide the facility, all labor, medications, equipment, materials and supplies necessary to provide the spay/neuter and vaccination services. The selected vendor must be board certified veterinarian, licensed to practice veterinary medicine in the State of Texas. Please provide a price structure for the services listed above.

This program is funded through the city adoption fees and scheduled by mutual agreement. The City of Burleson will transport the animals to the provider when needed and scheduled.

3. EVALUATION MATRIX:

- 20% - Ability to perform services
- 30% - Past experience with the City of Burleson
- 30% - Timeline for City services (turnaround time)
- 20% - References

4. TERMS OF CONTRACT: The term of this contract will be for three years beginning October 1, 2020 to September 30, 2023. Multi-year contracts are subject to appropriation by the City Council.

Either party may provide written notice to the party thirty (30) days prior to the expiration date with the Intent not to renew. All conditions, and terms shall remain the same as stated in this Contract and all Exhibits to this Contract for the term, unless otherwise agreed upon in writing by both parties in a duly authorized contract amendment.

All questions concerning the RFQ must be submitted in writing to jschornhorst@burlesontx.com no later than September 2, 2020. The answer for all questions will be provided via an addendum. The addendum will be sent to all who received

the original request plus anyone that has submitted questions. The addendum will also be available on the City of Burleson's website at www.burlesontx.com.

The City of Burleson reserves the right to request additional information from the proposers and to reject any and all Qualifications.

Qualifications should be uploaded to Bonfire at <https://burlesontx.bonfirehub.com/login>.

Please identify the envelope with the following:

RFQ # 2020-012 – Veterinarian Services for Burleson Animal Shelter

5. Compliance with HB 89: Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

Yes, we agree **No, we do not agree** **N/A**

6. Compliance with SB 252: Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Burleson.

Yes, we agree **No, we do not agree**

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Burleson who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department.

The Finance Department is required by law to post the statements on the City’s website.

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Appendix C: No Intent to Submit Form

If your firm has chosen not to submit a quote for this procurement, please complete this form and submit to:

City of Burleson
Purchasing Manager
141 West Renfro
Burleson, Texas 76028
Phone 817-426-9646

or

Via email to jschamhorst@burlesontx.com

Please check all items that apply:

- | | |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required | <input type="checkbox"/> Cannot provide Insurance required |
| <input type="checkbox"/> Cannot be competitive | <input type="checkbox"/> Cannot provide Bonding required |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large | <input type="checkbox"/> Job too small |
| <input type="checkbox"/> Do not wish to do business with the City of Burleson | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Cannot submit electronically | |

Company Name: _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____

I learned of this Request for Quote by the following means:

- | | |
|---|---|
| <input type="checkbox"/> City Advertisement | <input type="checkbox"/> City E-mail Notification |
| <input type="checkbox"/> Website | <input type="checkbox"/> Cold Call to City |
| <input type="checkbox"/> Mailed Me a Copy | <input type="checkbox"/> Other |
| <input type="checkbox"/> Bonfire | |

Appendix D
HOUSE BILL 89 VERIFICATION FORM

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; 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.

I, (authorized official) , do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official Date

Appendix E
VENDOR REFERENCES

Please list three (3) customers, **other than City of Burleson**, who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____