



City of San Antonio

September 6, 2023

REQUEST FOR APPLICATION RESCUE PARTNER INCENTIVE PROGRAM (CANINE AND FELINE RESCUE CONTRACTS)

To All Interested Parties:

The City of San Antonio is soliciting applications from qualified, 501(c)(3) certified, animal rescue organizations for the purpose of providing compensation for pulling dogs and cats from the Animal Care Services city shelter for life saving purposes.

I. BACKGROUND

The City of San Antonio Animal Care Services is the largest, open-admission animal shelter in South Texas. Serving San Antonio residents, the department's mission is to encourage responsible pet ownership by promoting and protecting the health, safety, and welfare of the residents and pets of San Antonio through education, enforcement, and community partnership.

Animal Care Services operates 7 days week responding to over 80,000 call-for-service requests annually and impounding approximately 30,000 animals including wildlife, as ACS is the rabies control authority for the City of San Antonio. Since 2012 ACS has operated with two rescue incentive programs – the Rescue Partner Incentive Program and the High-Volume Pet Partnership. These two programs greatly contributed to the increase in the Live Release rate and the quality placement of pets.

ACS contract rescue partners will provide the shelter with rescue services for thousands of the dogs and cats entering the shelter in a year. Each rescue will provide the pet with placement or hospice care, with adoptions being their preferred disposition.

II. SCOPE OF SERVICE

2 Obligations of Contractor.

- 2.1 Must have and keep a 501(c)(3) designation in good standing and report any suspensions or revocations to ACS immediately.

- 2.2 Must select animals the contractor has the ability and intention of providing humane transport, housing and care for placement in permanent, loving homes.
- 2.3 Must have the ability to establish and adequately oversee humane housing, transportation and standard of care for all animals pulled under this contract.
- 2.4 Abide by the ACS rescue and patron code of conduct policies for all staff, volunteers and board. All staff, volunteers and transporters will conduct themselves in a professional manner and escalate any concerns through the proper channels starting with the Live Release Manager.
- 2.5 Must have a representative local to the area who has the authority to act on behalf of the contractor should the principal contractor be located out of the San Antonio area. This representative shall provide financial, medical, transport and logistical support for the animals while they remain in the care and custody of the contractor.
- 2.6 Provide own behavioral assessment of ACS pets being considered to pull by Contractor using Contractor staff or volunteers.
- 2.7 Must have a licensed veterinarian on staff or have a current client relationship with a licensed veterinarian for all animals pulled under this contract while they remain in the care and custody of the contractor. A current recommendation letter from a licensed veterinarian is required for each different geographic location that animals will be housed to ensure adequate care is accessible.
- 2.8 Pull the contracted number of qualifying animals in need of placement, focusing selection on the shelter animals at ACS who have not been selected for adoption.
- 2.9 Provide the pet with the needed medical care should ACS not be able to provide within a reasonable time due to limited resources. The medical care should include rabies vaccines, initial vaccines, booster vaccines, microchip and sterilization surgery unless underage or medically unable to be sterilized, as decided by a licensed veterinarian. This includes while the animal is in the contractor's care or before final placement of animal.
- 2.10 Provide ACS with proof of medical services for pets that ACS indicates are in grave medical condition and require immediate medical care at a licensed veterinarian. ACS will inform Contractor in writing with a NOFC (Notice of Follow up Care) that will contain the medical required and the timeline that it must be obtained. Failure to provide proof when an NOFC has been issued shall result in the Contractor's ability to pull animals to be suspended or revoked.
- 2.11 Inform ACS of any disease outbreaks from animals pulled under this contract at ACS.
- 2.12 Follow all required reporting and observational quarantine to the local rabies authority in the jurisdiction where the bite occurred, should a bite/scratch occur.
- 2.13 Understand that San Antonio Animal Care Services is the local rabies control authority (LRCA) for the City of San Antonio. The Contractor is responsible for all applicable fees for animals quarantined at the ACS facility.
- 2.14 Ensure that no feline pulled under this contract is returned to the wild or to a solely outdoor caretaker home such as a traditional TNR (trap-neuter-release) or Barn Cat program.
- 2.15 Shall maintain records and documentation pertaining to the disposition of all animals rescued

- by Contractor, under this contract. Information to be maintained by Contractor shall include, but is not limited to, whether the animals were adopted out or transferred to rescue groups/organizations, adopter/rescue organization information and sterilization documentation. The scope of this Agreement does not encompass internal Contractor communications or other Rescue animals not covered under this Agreement.
- 2.16 Provide ACS a monthly report by the 15th of the following month with information including but not limited to animal ID, outcome type (indicated below in this section), and zip code location of outcome. Contractor shall keep records that categorize the outcome type for all animals under this contract, as either:
- a. currently in Contractor's care and whether in main shelter, foster or boarding facility
 - b. adopted.
 - c. transferred to other rescue organization; or
 - d. died/euthanized in Contractor's care.
- 2.17 Agree that all Rescue animals obtained under this Agreement shall be ineligible for return by Contractor to ACS, unless for public safety concerns as solely determined by Director or designee. If Director approves the return by Contractor of an animal previously obtained pursuant to this Agreement, Contractor shall forfeit incentive compensation for that animal and ACS will determine the outcome of the animal.
- 2.18 Contractor shall immediately accept the return and shall transfer to Contractor's facility(ies) without additional incentive compensation any animal obtained under this Agreement that is under Contractor's ownership, which is returned to ACS for any reason including but not limited to loss, theft, straying while in Contractor's care at Contractor's facility(ies), at an adoption event, while boarding or during foster care.
- 2.19 Contractor may reclaim from ACS without additional incentive compensation any animal previously obtained by Contractor pursuant to this Agreement and dispositioned to another party that is returned to ACS as a stray or through owner surrender within twelve (12) months of the date the animal was originally obtained by Contractor from ACS, only upon Director's determination that such animal is eligible for Live Release placement.
- 2.20 Contractor may reclaim ownership from ACS of any animal previously obtained by Contractor pursuant to this Agreement and dispositioned to another party that is returned to ACS as a stray or through owner surrender, which Director determines unavailable for Live Release placement, only upon Contractor's payment of all applicable fees.
- 2.21 Contractor must register with the city and receive their SAePS number to submit this application:
<https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement/Become-a-Vendor>.
- 2.22 Abide by the vendor guidelines for correct, accurate and timely billing for this contract.

III. COMPENSATION

In consideration of Contractor's performance in a satisfactory and efficient manner of all services and activities

set forth in this Agreement, City agrees to pay Contractor up to a total amount as awarded by ACS based on the following rates:

- 3.1 *Rate*: Contractor shall be paid at a rate of \$200 per qualifying animal.
- 3.2 Contractor may be compensated for additional services related to the pulling of animals from ACS, as those opportunities become available. Funding may be from a third party or paid directly from ACS at an agreed upon amount, dependent upon the services.
- 3.3 Contractor shall invoice City on a monthly basis, in a form acceptable and with documentation as required by City. City shall pay said invoices within 30 days of receipt and approval by City. Invoices shall be submitted in .pdf format either electronically to accounts.payable@sanantonio.gov with a copy to ACS Live Release Manager or mail to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, Animal Care Services Department 4710 State Highway 151, San Antonio, Texas 78227.
- 3.4 Final acceptance of work products and services require written approval by City. The approval official shall be Director or his designee. Payment will be made to Contractor following written approval of the final work products and services by ACS Contract Coordinator. City shall not be obligated or liable under this Agreement to any party, other than Contractor, for the payment of any monies or the provision of any goods or services.

IV. INSURANCE REQUIREMENTS

If selected, Contractor shall be required to comply with the insurance provisions set forth below:

A) No later than 30 days before the scheduled service under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY'S Animal Care Services Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block.
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Animal Care Services Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles

prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR’S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors*	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$250,000 per occurrence.
5. Professional Liability (Claims Made Form)	\$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	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Attn: Animal Care Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

CONTRACTOR’S insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, 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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting 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.

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

V. INDEMNIFICATION REQUIREMENTS

If selected, Contractor will be required to comply with the indemnification provisions shown below:

CONTRACTOR 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 CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, 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 CONTRACTOR 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. CONTRACTOR 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'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR 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 CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONTRACTOR 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 CONTRACTOR fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

VI. 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 – Contracts Disclosure
- Attachment C – Litigation Disclosure
- Attachment D – Signature Page
- Attachment E – Attachment Checklist

Contractor shall submit a complete application that includes all required attachments in electronic form (signed and scanned) to the ACS Rescue Contract Coordinator at acslaccounts@sanantonio.gov or signed and mailed to:

City of San Antonio Animal Care Services Department
Attn: Bethany J. Colonnese
4710 State Highway 151
San Antonio, TX 78227

Incomplete application packages will not be reviewed until complete.



ATTACHMENT A

GENERAL INFORMATION FORM



1. Contractor 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. Provide a copy of the current 501c3 organization's Determination Letter from the IRS.

3. Has the Contractor ever had their 501(c)(3) revoked or suspended?

a. Yes ___ No ___

b. If yes, what were the circumstances that it was
revoked? _____

4. Provide the name, address, phone number and length of board tenure of contractor's board members.

a. _____

b. _____

c. _____

d. _____

- e. _____
- f. _____
- g. Attach additional sheet if needed

5. Should the principal contractor be located out of the San Antonio area, provide the name and contact information for the representative local to the area who has the authority to act on behalf of the contractor.

- a. Full Name: _____
- b. Address: _____
- c. Email: _____
- d. Phone Number: _____

6. Provide the name, state of licensure and license number for the veterinarian who is on staff with the contractor, if applicable. If no veterinarian is on staff, please skip to no#7.

- a. Name: _____
- b. State of licensure: _____
- c. License no#: _____

7. Should no veterinarian be on staff, provide a written reference from a licensed veterinarian on letterhead, attached in a signed and dated PDF document, for the contractor that shows a current client relationship for the animals pulled under this contract while they remain in the care and custody of the contractor. A current recommendation letter from a licensed veterinarian is required for each different geographic location that animals will be housed to ensure adequate care is accessible.

8. Provide, attached in a signed and dated PDF document, a detailed plan or program to show how the contractor will select animals pulled under this contract and have the ability and intention of providing humane transport, housing and care for placement in permanent,

loving homes.

9. Provide, attached in a signed and dated PDF document, a detailed plan or program to show how the contractor will establish and adequately oversee humane housing, transportation and standard of care for all animals pulled under this contract.

10. Please select all that apply for your initial care and custody plan for the pets pulled under this contract.
 - a. Animals will be placed into local foster care
 - b. Animals will be placed in contractor owned and maintained brick-and-mortar facilities
 - c. Animals will be placed into boarding facilities
 - d. Other: _____

11. Should the contractor use foster homes or boarding facilities, provide, attached in a signed and dated PDF, a detailed plan or program of the contractor's recruitment, sourcing, and proper vetting to ensure humane and safe housing and care of the animals pulled under this contract.
 - a. Does not apply to contract: _____
 - b. Does apply and document is attached: _____

12. Please select all that apply for your final placement outcomes for animals pulled under this contract.
 - a. Local adoption
 - b. Transport to other geographic locations for adoption
 - c. Transferred to another rescue
 - d. Other: _____

13. Should the contractor be transferring animals pulled under this contract to another 501(c)(3) rescue, provide, attached in a signed and dated PDF, a detailed plan or program of the contractor's vetting to ensure humane and safe housing and care of animals pulled under this contract.
 - a. Does not apply to contract: _____

b. Does apply and document is attached: _____

14. How many animals does the contractor anticipate pulling under this contract?

15. What is the target population of animals the contractor specializes in and anticipates pulling under this contract? Please differentiate between species, age, sex and size.

16. Please provide the vendor number given at the time of registration with the San Antonio e-Procurement System (SAePS): _____

ATTACHMENT B

City of San Antonio

CONTRACTS DISCLOSURE FORM

Please complete Attachment B and submit with your submittal package.

Contracts Disclosure Form may be downloaded at

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the “Print” button and place the copy in proposal response as indicated in the Proposal Checklist.

ATTACHMENT C

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 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 been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes No

Have you been involved in any claim or litigation with the City of San Antonio 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.

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: _____

ATTACHMENT E

ATTACHMENT CHECK LIST

All documents required for the application must be submitted together in one submission.

Below is a list of all the documents that must be submitted at the same time for the application to be considered complete and responsive.

All electronically submitted should be signed and in a PDF format.

1. Contractors 501c3 Determination Letter from the IRS
2. Completed Application (Attachment A)
3. Contracts disclosure form (Attachment B)
4. Litigation Disclosure Form (Attachment C)
5. Signature Page (Attachment D)
6. Veterinarian Reference letter for each geographic location animals will be housed in while under the care and custody of the contractor, should the contractor not have a licensed veterinarian on staff.
7. Plan or program to select animals pulled under this contract and have the ability and intention of providing humane transport, housing and care for placement in permanent, loving homes.
8. Plan or program to show how the contractor will establish and adequately oversee humane housing, transportation, and standard of care for all animals pulled under this contract.
9. Plan or program for recruitment, sourcing, and vetting of foster homes and/or boarding facilities, if applicable, to ensure humane and safe housing and care of the animals pulled under this contract.
10. Plan or program of the contractor's for properly vetting of 501(c)(3) designated rescues contract will be transferring animal ownership to, if applicable, to ensure humane and safe housing and care of animals pulled under this contract.