

CITY OF JASPER, ALABAMA

REQUEST FOR PROPOSALS

ANIMAL ADOPTION & POUND SERVICES



PURCHASING OFFICE
P.O. BOX 1589
121 17TH ST W
JASPER, AL 35502

DUE DATE: MARCH 16TH, 2026
11:00 A.M. CDST

PURCHASING OFFICE
P.O. BOX 1589
121 17TH ST W
JASPER, AL 35502
OFFICE: (205) 385-7968

This Request for Proposal (RFP) is to determine the availability and capability of potential vendors to provide **ANIMAL ADOPTION AND POUND SERVICES** for the City of Jasper.

Interested potential Proposers are encouraged to respond. The purpose of this RFP is to identify qualified vendors who are interested in and capable of providing the service herein. The City of Jasper may or may not award a contract on the basis of responses. The City of Jasper will not pay for the preparation of any information submitted as a result of this RFP. Please bid an annual amount payable by the City to the Vendor for **ANIMAL ADOPTION AND POUND SERVICES**.

Sealed proposals, one original and two (2) copies, **and one (1) digital copy, in either MS Word or PDF format** marked "**ANIMAL ADOPTION AND POUND SERVICES**", will be received by the Purchasing Agent, Jasper City Hall, 2nd floor, 19th St West Jasper, Al 35501.

Bids will be accepted until **11:00 a.m.** Central Time (standard or daylight savings time, as applicable) on **March 16th, 2026**. Proposals submitted after this date and time may not be considered.

Proposals will be publicly opened at 11:00 A.M. on March 16th, 2026.

Contract for "**ANIMAL ADOPTION AND POUND SERVICES**" shall be effective for twelve months with the option to renew for two additional twelve-month periods from Council Approval.

The City Council expressly reserves the right to reject any or all proposals, or parts of all bids, and to take the award or awards as the best interest of the City appears.

The Vendor shall comply with the Department of Labor, Safety, and Health Regulations for construction promulgated under the Occupational Safety and Health Act, the Anti-Kickback Act, and the Contract Work Hours Standards Act (PL 91-54).

Proposals may be held by the Owner for a period not to exceed sixty (60) days from the date of the opening of proposals for the purpose of reviewing and investigating the qualifications of proposers prior to awarding of the contract. Proposers shall furnish to the Owner all such documents and information, as the owner deems necessary for qualification review upon written request by the Owner. The Owner shall begin review with the lowest responsive responsible Bidder.

The Owner reserves the right to reject any or all proposals or to waive any informality in the bidding.

REQUEST FOR PROPOSALS

INTRODUCTION:

The purpose of this Request for Proposals (RFP) is to establish a contract with a qualified vendor that will provide City of Jasper, Al with experienced, professional “Animal Adoption and Pound Services” with a service-oriented attitude.

GENERAL SPECIFICATIONS

1. SCOPE OF SERVICES

Animal Adoption and Pound Services required by this invitation to Bid (ITB) shall be for the City of Jasper. These services shall not include Animal Control. Cost shall be submitted to the City Administration Department. Payments for services will be paid monthly.

2. FACILITIES & EQUIPMENT

Vendor will be required to perform the contract requirements at the Animal Control Facility currently located at 2302 Birmingham Avenue, Jasper, Al. This facility is owned by the City of Jasper and will be provided rent free. The City reserves the right to rent any available space at its shelter in coordination with the vendor. The vendor will be responsible for payment of all utility services. Vendor will also be responsible for usual and ordinary maintenance of the buildings and grounds to include custodial services to the administrative, lobby, and bathroom areas, as well as keeping the kennels and all other areas in a clean and sanitary condition. Additionally, the vendor shall supply all furnishings, equipment and supplies normally required for a well-run and sanitary Animal Pound Facility, including but not limited to, furniture, communications equipment, supplies, cat cages, animal capture equipment, animal food, water bowls, vehicle, and medical supplies. Vendor may accept donated supplies, equipment, and/or service, to offset operating cost. Donated supplies may include but are not limited to: approved forms (with the exception of citations), educational and promotional materials, paper, toner, computer supplies, medicines, cleaning tools, detergents, disinfectants, uniforms and kennel garments, office equipment (e.g. brief cases, first aid kits, flashlights, capture equipment), stretchers, approved animal feed and cat and dog traps.

3. FACILITY REPAIRS & MAINTENANCE

During the term of the Contract the City of Jasper will provided and directly pay for all capital building repairs and maintenance, including plumbing, roofing, etc.

4. LICENSING

Vendor must be licensed to do business in the State of Alabama, Walker County, Alabama and the City of Jasper, Alabama and any other licenses or permits that may be required by law or ordinance to perform any of the services required by the contract.

GENERAL SPECIFICATIONS (CONTINUED)

5. CONTRACT TERM

The award of the contract as a result of this RFP will be based on a **Three (3)** year period with a non-appropriation of funds clause. If service requirements change due to population changes or for any other reasons during the contract period, the City reserves the right to negotiate with the vendor to accommodate any changes. Any contract, or changes thereto, that may arise as a result of this RFP and all financial obligations of the City pursuant to this contract are subject to prior approval by the Jasper City Council. Vendor shall not be entitled to any payment by the City under the contract for any period during which they have not provided **ANIMAL ADOPTION AND POUND SERVICES**.

6. HOUSING OF IMPOUNDED ANIMALS

Vendor must house impounded animals in accordance with the National Animal Control Association (NACA) Training Guide, Chapter 14 to minimize the spread of diseases and provide a clean and healthy facility.

7. IMPOUNDMENT OF ANIMALS

Vendor must provide and perform "Animal Adoption and Pound Services" in the City limits relevant to the City Ordinances, the Rabies Control Act, Pet Protection Act, Euthanasia Act, Cruelty to Animals Act, Spay/Neuter Act, Running at Large Act and all other applicable laws, municipal ordinances and regulations.

8. WOUND INCIDENTS AND ANIMAL CRUELTY

Vendor must provide immediate response to request from City of Jasper Police Department for animal contact wound infections, for animal cruelty pickups, or other assessed threat situations. All such response activity provided by vendor during normal work hours (8:00 am to 5:00 pm) is considered part of the monthly fee payment. Response services provided after normal work hours are to be billed on an hourly basis as bid for emergency services on the bid form.

9. DISPOSAL OF ANIMAL CARCASSES

Vendor must store animal carcasses until they are disposed of properly. Disposal of animal carcasses will be provided by the City of Jasper Department of Public Works.

10. EUTHANASIA

Vendor and the vendor's staff veterinarian must have a protocol to determine when a sick or injured animal would be more humanely served by providing euthanasia as opposed to medical treatment during the impoundment period, and a protocol to document such decisions.

GENERAL SPECIFICATIONS (CONTINUED)

11. PUBLIC INFORMATION AND EDUCATION PROGRAM

This program must be designated to reach all areas of general public. Vendor must establish this program for public education and awareness on topics related to pet adoption, spay/neuter, care of pets, veterinarian needs of pets, rabies inoculations, and other such topics to be presented through various types of public communication, including the public schools, internet, radio, and television. This program must also provide written material related to the overall welfare of animals, licensing, local and State laws and educating the public on being responsible pet owners. The vendors must make the public aware that there are healthy adoptable animals at the shelter in need of placement.

12. CONTRACT EXECUTION

The full execution of a written contract will constitute a contract for the services as detailed in this document, and no vendor shall acquire any legal or equitable rights or privileges relative to the said services until full execution of the contract by the successful vendor and City Of Jasper has been completed. In the event a contract cannot be agreed upon and fully executed within five (5) days of award notification to the lowest priced responsive, responsible vendor, the City may, at its sole discretion, terminate contract execution activities with vendor and seek appropriate legal remedies or commence contract execution activities with the next lowest responsive responsible vendor, or terminate the bid process.

13. CONTRACT FUNDING

Funding for the contract shall be contingent upon approval of an appropriation for this contract in the City of Jasper operating budget. The vendor will be paid monthly payments for the previous month's services upon receipt of properly submitted monthly invoices.

14. LIMITATION AND WAIVER OF DAMAGES

The vendor, by signing their bid, agrees that it will not claim damages, for whatever reason, relating to the contract or in respect to the competitive bid process. The vendor also waives any claim for loss of profits if no agreement is made between the vendor and City of Jasper.

15. ANIMAL INTAKE LIMITATION

The City currently intakes 75-100 animals per month. The vendor's proposal shall be based on a maximum of 1200 animals annually. The City reserves all rights to increase intake in cooperation with vendor.

GENERAL SPECIFICATIONS (CONTINUED)

16. **PROPOSAL PRICES**
The vendor must perform all duties as described herein for the prices submitted on its proposal form. Prices proposed will remain firm for the Twelve (12) month term of the contract with an option to renew two additional twelve month terms (not to exceed 36 months). Prices submitted are to be in U.S. dollars, for the complete cost of all services as stated on the bid for and exclusive of all State, County and City taxes. No price changes or additional charges will be allowed during the Twelve (12) month term of the contract, except as addressed in this document, unless any modifications or revisions of the duties to be performed are negotiated and approved in writing by City Council.
17. **SUBCONTRACTING** – Vendor must clearly identify any subcontractor(s) that will be assisting the vendor in any way in fulfilling its obligations as animal control vendor for City of Jasper. For each subcontractor the vendor intends to use, the vendor must provide the name, address, contact person, phone number(s) and the service to be provided to the vendor on the attached **Schedule B**. Subcontracting to any firm or individual with current or past business affiliation or other interests which may, in the City's opinion, give rise to a conflict of interest in connection with this service, will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this ITB. The City reserves the right to accept or reject any subcontractor(s) listed on **Schedule B**.
18. **LIABILITY ERRORS** – While the City has used considerable efforts to ensure an accurate representation of information in this ITB, the information contained in this ITB is supplied solely as a guideline for vendors. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this ITB is intended to relieve vendors from abiding by all applicable animal control laws, rules, regulations, ordinances, etc., that exist with respect to the specifications addressed in this ITB.
19. **AGREEMENT OF CONTRACT TERMS** – By submitting a bid the vendor agrees to all the specifications of this ITB and terms and conditions of the sample contract which is attached as Exhibit 1. Vendors who have obtained the OTB and sample contract electronically must not alter any portion of the sample contact, with the exception of adding the information requested. To do so will invalidate your bid.

GENERAL SPECIFICATIONS (CONTINUED)

20. **ORDINANCES & STATE LEGISLATION** – The contract resulting from this ITB will be governed by and will be construed and interpreted in accordance with the laws of the State of Alabama and the ordinances of City of Jasper. The vendor must give all the notices and obtain all the licenses and permits required to perform the work. The vendor must comply with all the municipal ordinances, county ordinances, and State legislation listed below:

A. City of Jasper Related Ordinances:

B. State of Alabama Legislation:

- (1) Cruelty to Animals § 13 – 11 – 14
- (2) Rabies Control Act § -1, et seq
- (3) Pet Protection Act § 13a – 11 – 240 to 242
- (4) Euthanasia of Animals § 34 – 29 – 130 to 135
- (5) Spay/Neuter Sterilization of Dogs and Cats § 3 – 9 – 1 to 4
- (6) Administrative Coder. 930 –x- 1.35, r. 930 –x- 1-36, r. 930 –x-1-38

C. In addition to the ordinances and legislation stated above, the vendor will have to comply with and be mindful of the following

- (1) The Federal Occupational Health and Safety Act, as amended;
- (2) The State Worker's Compensation Act
- (3) The State Open Records Act
- (4) The Alabama Immigration Act HB 56, as amended;
- (6) Unemployment Compensation Act

GENERAL SPECIFICATIONS (CONTINUED)

21. LIABILITY INSURANCE – For the duration of this contract and for limits not less than stated below, the Vendor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$2,000,000.00 combined single limit and aggregate for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the vendor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City of Jasper must be listed as an additional insured on any and all copies of the certificate of insurance. All such insurance shall be provided by a policy or policies issued by a company or companies qualified to do business in Alabama with a company having a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid. The vendor may use or excess liability insurance to achieve the required coverage, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the vendor herein.

- A. **CITY ADDITIONAL NAMED INSURED** – Except for Worker's Compensation coverage, all coverage shall contain endorsements naming the City and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the vendor or the performance of its work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies.
- B. **POLICIES PRIMARY** – All insurance policies required herein are to be primary and non-contributory with any insurance or self – insurance program administered by the City.
- C. **WAIVER OF SUBROGATION** – Vendor shall require the carriers of the above-required insurance coverage to waive all rights to subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, vendor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the vendor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

GENERAL SPECIFICATIONS (CONTINUED)

D. **PROOF OF COVERAGE -** Before the commencement of services or work hereunder, the vendor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. These certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this vendor, the vendor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

22. **INDEMNIFICATION:**

(A) **Claims by Contractor Representative Arising from use of Shelter-** Contractor agrees to defend, indemnify, hold harmless, and release the City, its agents, employees and officials (hereinafter collectively, the "Indemnities") from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorney's fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease, or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "claim(s)") by any third parties (including any employee, subcontractor, or representative of the contractor, hereafter a "Contractor Representative") that arise out of, related to, result from, or are attributable to any conditions on, in or about the shelter, or any other sites or properties of any awarding authority that any contractor representative may enter or encounter in performing its services. The obligation under this provision includes claims by third parties that are allegedly caused in whole or part by the negligence of an indemnity; provided, nothing herein shall obligate contractor to indemnify any of the indemnities for claims resulting from the gross negligence or willful misconduct of the indemnities.

(B) **Claims by Parties other than Contractor Representatives**- Contractor agrees to defend, indemnify, hold harmless, and release the indemnitees from and against all claims by any third parties (excluding any Contractor Representative) that arise out of, related to, result from, or are attributable to any negligent act, omission or conduct by Contractor or any Contractor Representative in performing its (or their) responsibilities and Services under this Agreement; provide that Contractor's Indemnification obligation under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policy set forth herein. This indemnification obligation under this provision includes Claims by third parties (excluding any Contractor Representative) that are caused in part by the negligence of any Indemnitee; provided nothing herein shall obligate Contractor to indemnify and of the Indemnitees for Claims resulting from the sole negligence of/from the willful misconduct of the Indemnitees.

23. **SAFETY** - The successful vendor(s) ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(S) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders or any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

24. **SOFTWARE** – It is the responsibility of the vendor to ensure the City has access/rights to use any software that may be supplied/used by the vendor during the term of this contract.

GENERAL SPECIFICATIONS (CONTINUED)

25. **INTELLECTUAL PROPERTY RIGHTS** – All intellectual property, including patents, trademarks, specifications, reports, surveys, documents, and work products prepared pursuant to this contract, shall become the property of the City upon completion of services or termination of this contract. Vendor shall deliver all such products to the City upon written request from the City. City may use, reuse, or otherwise utilize such products without restriction.
26. **RECORDS** – As the City's service provided, the vendor will be required to maintain their records and access thereto in accordance with the Alabama Open Records Act.
27. **HEALTH & SAFETY** – All work performed under this contract must be carried out in accordance with the terms and conditions of the Federal Occupational Health & Safety Administration (OSHA). The City reserves the right to inspect any health and safety records from the appropriate State department(s) or federal OSHA agencies and may obtain records and use such records in any submission of records filed with any appropriate agency.
28. **CITY NOT EMPLOYER** – The vendor shall be considered as an independent contractor, not as a partner or agent of the City. The City is not to be understood as the employer to any vendor, its personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this ITB.
29. **WORKPLACE SAFETY & INSURANCE BOARD REQUIREMENTS** – The vendor must be and remain in good standing with all the provisions of the Department of Industrial Relations relating to Alabama's Workers' Compensation Act at all times during the term of this contract. The vendor must provide all records maintained in compliance with the State law and shall provide a copy to the City at no, cost upon request by the City.

GENERAL SPECIFICATIONS (CONTINUED)

30. **LIABILITY** – The vendor shall ensure its staff and all who shall be performing any services in accordance with the contract on City property, shall perform such services in a safe and responsible manner. Any damage or destruction to the City's property, materials, equipment, environment and any other items that are determined by the City's representative(s) to have been caused by the said vendor or by the vendor's staff, shall be repaired or replaced by vendor within 30 days after receipt of written notice from the City. Vendor shall be responsible for the full cost of the damage or destruction. If the said damage is not repaired or replaced within 30 days, the City, at their option, may make such repairs and withhold from the vendor's payment an amount equal to the cost of the repairs. The total amount of such monetary compensation shall be deducted by the City from the invoice(s) received from the vendor for services provided. Where such monetary amounts may exceed the total value of the contract award, the City shall seek remedy through the vendor's insurance provided or by any other means the City deems to be in the best interest of the City.

31. **RESOLVING DISPUTES AND COMPLAINTS** – In the event of a dispute or complaint between the vendor and City, the following complaint and dispute resolution steps shall be followed. In each step the City shall keep the resolution process fair and transparent to all concerned. Upon receipt of a written dispute claim or complaint, the Mayor or designee shall request a meeting with all person named in the complaint or dispute claim along with the City Purchasing Agent to discuss the particulars of the complaint or dispute claim. The Mayor or designee shall chair such meeting and appoint a meeting recorder to record all pertinent conversations. If the complaint of dispute claim can be resolved at this meeting, a written report of such resolution must be sent by the Mayor or designate to all who were in attendance at the meeting. In all cases where written responses or records are made in this process, a certified copy of such written documents shall be filed in the City’s official contract file for contract relations between the City and the vendor.

32. **CONTRACT EARLY TERMINATION**: Notwithstanding, this Agreement may be terminated before the expiration of its Term on the occurrence of any of the following:

(A) **Termination for cause:** If any party fails to perform a material obligation under the Agreement, the non-defaulting party may provide the defaulting party notice and request that it cure the deficiency (a “Default”) within thirty (30) days following that notice. Further, if Contractor fails to timely cure a default by it, the Awarding Authority shall have the right to withhold further payments for services until Contractor cures the breach. If the defaulting party does not cure a default within the cure period, the non-defaulting party may terminate this Agreement after the expiration of the cure period effective immediately on provision of a termination notice. The exercise of this right of termination shall not relieve the non-defaulting party of any liability to receive actual, direct damages sustained by virtue of the Default; or

GENERAL SPECIFICATIONS (CONTINUED)

(B) **Termination by City without cause:** Effective one (1) month after the Effective Date, the City may terminate this Agreement for its convenience without any penalty to the City by providing all parties written notice of the City’s intent to terminate at least thirty (30) days before the intended termination date (a “County Termination-For-Convenience Notice”); or

(C) **Termination by Contractor for Convenience:** Effective one (1) month after the Effective Date, the Contractor may terminate this Agreement for its convenience without any penalty by providing written notice of the Contractor’s intent to terminate at least thirty (30) days before the intended termination date (a “Contractor Termination-For-Convenience Notice”).

(D) **Termination by City for Natural Disaster:** The Agreement may be terminated immediately without penalty in the event the building or the infrastructure is destroyed due to a natural

disaster. A **Natural disaster** is described as a major adverse event resulting from natural processes of the Earth (i.e. floods, hurricanes, tornadoes, volcanic eruptions, earthquakes, fire, tsunamis, and other geologic processes).

33. **ASSIGNMENT OF CONTRACT** – Successful bidder shall not assign this contract to any other party.
34. **NON-DISCRIMINATION** – Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.
35. Successful bidder acknowledges and agrees the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.
36. The City must have a copy of the successful bidder's current County/City business license prior to a formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, a bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award.
37. Any successful bidder who is not currently set up as a vendor in the City vendor file will be required to submit a completed **W-9** tax form prior to any award. The **W-9** tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

GENERAL SPECIFICATIONS (CONTINUED)

38. **INVOICE AND PAYMENT** – Invoices are to be submitted within the first five (5) working days of the month services provided in the previous month. Payments under this contract shall be made within twenty (20) days of receipt of non-disputed, properly itemized invoice with supporting documentation for contracted services rendered by the vendor during the previous month. Any amount billed other than the standard base monthly fee (hourly charge for patrol or emergency response service, etc.) must have supporting documentation to justify the charge.
39. **PROPOSAL REQUIREMENTS**
 - (A) Proposals must be submitted on the blank bid form that is provided.
 - (B) Proposals must be complete and specific.
 - (C) **Proposals must be free of alterations and erasures.**
Proposals must be properly signed by the proposer or by a legally authorized officer or agent of the proposer.
 - (E) Proposals must be accompanied by a bid bond, cashier's check or certified check in the amount of \$500.00. A performance bond in the amount of \$100,000.00; a labor and material payment bond in the amount of \$50,000.00 and a certificate of insurance policy(s) shall have a rating of

B+ or better according to the most recent edition of Best's Insurance report and be licensed to do business in the State of Alabama,

a. Bonds and insurance must remain current and in effect for the duration of the contract.

(F) The proposal must be enclosed in a sealed envelope marked "**SEALED PROPOSAL – CTY OF JASPER ANIMAL ADOPTION AND POUND SERVICES**". The bid date and time of proposal opening must also be shown on the envelope containing your proposal.

(G) The proposer shall complete **Schedules A thru D** noted herein and attach those completed schedules to the enclosed bid form.

40. **PROPOSAL SUBMISSION REQUIREMENTS:**

- A. Proposals must be submitted in a sealed envelope with the following information typed on the face of the Envelope: (1) Bid title, (2) Company's name and address written on the envelope.
- B. Responses must be submitted in ink or type written.
- C. Proposer must submit (2) copies of their response.
- D. Proposer must submit (2-3) references that would confirm experience and qualifications for this contract.
- E. Proposer must submit a complete history of their performance of ANIMAL ADOPTION AND POUND SERVICES, including identification of all customers/clients within the last ten (10) years.
- F. Proposer must submit documentation proving qualification, i.e. licenses, certifications (includes NACA) insurance, etc.
- G. Proposer must disclose any criminal history, including prior arrests (excluding traffic offense) upon request.
- H. Proposers must include all "Required Forms" (includes Schedules A-D) as listed below. Forms may not be modified.

DETAILED SPECIFICATIONS

1. Vendor must provide and maintain a minimum of 3 cats and 3 dog humane traps to persons residing within the area of operations for the purpose of assisting in the capture of nuisance animals on private property.
2. Vendor must impound, euthanize or otherwise dispose of domestic animals caught in humane traps in accordance With the discretion and powers conferred by the relevant municipal ordinances and State statutes.
3. Vendor must impound, euthanize or otherwise dispose of domestic animals not caught in humane traps, but otherwise confined or captured on private property, in accordance with the discretion and powers conferred by the relevant municipal ordinances and State statutes.
4. The vendor must keep animals which are caught until such a time as the animals are reclaimed by their owners, adopted or disposed of in accordance with municipal ordinances and State laws. The Animal Control Facility must be maintained at least to the NACA standards.
5. Notwithstanding anything contained herein to the contrary, no dog shall be released by the vendor without proof of rabies inoculation as required by State law. The vendor must also

provide for sterilization (spay/neuter) of all dogs or cats prior to adoption from Animal Control Facility in compliance with the requirements of Alabama Code 1975, §3-9-2.

6. All monies collected by the vendor denoted with an asterisk on the fee schedule, shall be the property of the City of Jasper and must be equal to an amount as set out in the fee schedule established by the City as amended, (Exhibit 2). Any monies collected by vendor not denoted with an asterisk may be retained by the vendor.
7. The pound operations must be staffed and open to the public each week day, Monday thru Friday from 10:00 a.m. to 4:30 p.m. and on Saturday from 9:00 a.m. to 11:30 a.m. including holidays, except for Thanksgiving Day and Christmas Day.
8. The office hours shall be at least 8:00 a.m. to 5:00 p.m., Monday thru Friday, and 8:00 a.m. to 12:00 noon on Saturday, including holidays except for Thanksgiving Day and Christmas Day. However, a professional answering service must be engaged for all hours the office and pound operations are closed. One employee be on call and available to work during off hours on weekdays, weekends and holidays except for Thanksgiving Day and Christmas Day.
9. The vendor must provide and maintain equipment necessary to read and identify animals which have a locator or implanted chip containing information as to the owner of the animal.

DETAILED SPECIFICATIONS

10. Vendor must investigate all complaints received from the City of Jasper any City infractions under the ordinance of the City of Jasper and State legislation is previously stated
11. An injured animal caught running at large that requires veterinarian services will receive humane medical care as soon as reasonably practicable under the circumstances. The City may place limitations on the cost of such services per animal, if necessary.
12. Qualified employees of the vendor may, on occasion, be required to assist in prosecutions by the City Court System or Circuit Courts, as applicable and may be required to give testimony in court cases for infractions of municipal ordinances and State misdemeanors or felonies relating to animal care and control issues including but not limited to rabies violations, poop and scoop, animal abuse and/or cruelty, etc.

13. EMERGENCY SERVICES

- A. The vendor must provide emergency services at any time, on any day that emergency services are required. Emergency services must include assistance to any public agency (police, health, state, municipal) or any member of the public regarding the safety of any animal, or regarding the safety of any member of the public who is at risk of harm, real or reasonably understood to be caused by an animal. Service provided during normal business hours (8:00 a.m. to 5:00 p.m., Monday thru Friday and 8:00 a.m. to 12:00 noon Saturday, including holidays, (except Thanksgiving Day and Christmas Day) are considered covered under the standard monthly fee payment. Service provided after normal business hours are to be billed

separately on an hourly rate basis which will include truck, driver, equipment, fuel and any and all other items of expense required for the service.

- B. Emergency services include, but are not limited to removing, impounding, euthanizing or otherwise disposing of animals, which are injured or are in immediate danger of injury or death, or which pose a real or reasonably understood risk of harm to a member of the public.
- C. The vendor must respond and be at the location of any emergency as defined above within a maximum of 45 minutes after receiving a call for assistance from any public agency (police, health, state, municipal) or any member of the public. The vendor must also advise the caller with an estimated time of arrival at the location of the emergency.

DETAILED SPECIFICATIONS

- 14. The vendor must obtain the services of at least one (1) Veterinarian licensed by the State of Alabama who must be provided space at the Animal Control Facility to treat animals under the control of the vendor. The Veterinarian must be responsible for supervising vaccinations, evaluating potential adaptability and supervising the euthanasia of animals, when necessary. The Veterinarian must direct and monitor the care of injured and/or sick animals and control drug supplies. The Veterinarian must provide scheduled and necessary veterinary care and oversight of animals in the facility for a minimum of 15 hours per week, at least five (5) days per week and additional non-scheduled times as required by the vendor. On days where a Veterinarian is not on site to perform animal care services, a licensed or certified animal health or veterinary technician must be present, except for approved Animal Control Facility holidays. Sick or injured animals must be taken off site to subcontracted veterinary clinics for immediate treatment when necessary. In cases of injured animals, the vendor must by phone within 24 hours, attempt to identify and notify the owner of the injured animal and inform the owner of the need for veterinary care. If phone contact can't be made and an address within the City is known, the vendor must mail or post a written notification of the animal in custody to the last known address within the 24 hours. (The vendor is required to treat any injured animal brought to the facility if the animal is identified as to its owner). Whether or not the owner is known, the vendor must provide those veterinarian services necessary to stabilize the animal and which are rendered as set for in written agreements with the veterinarians or clinics which treat injured animals brought in by vendor's employees. Arrangements must be made with other licensed veterinarians for after-hours and emergency treatment of animals and consultation with Animal Control Facility staff when the regular veterinarian is not available. These services will be considered "subcontracted services" under the contract. The vendor must be responsible for, and include the cost of these services in its bid prices. All subcontracted services, including Veterinarian services must be in writing and approved by the City.
- 15. In collaboration with the City, the vendor must develop and implement a "Disaster Preparedness Plan" for the Animal Control Facility to include the following in the event of a disaster: phone, radio contact and protocol, animal evacuation and care and alternate paperwork processes during computer downtime. Once comprehensive animal sheltering plan is in place, the vendor will be required to assume responsibility for animal shelters activated during a disaster and the care-of animals sheltered therein on a cost reimbursable basis. The vendor will be reimbursed for actual costs incurred that can be verified. The vendor must coordinate the disaster preparedness with the Mayor of the City of Jasper.

DETAILED SPECIFICATIONS

16. The principal activity of the Animal Control Facility must be the proper care of animals taken in as a result of impoundment, owner release, protective custody, quarantine and other reasons. The vendor must have comprehensive written policies and procedure manuals established for proper care and handling of animals. Proper care includes but is not limited to, appropriate and sanitary food and water, regular cleaning of kennels and cages, kind handling, veterinarian care and/or medication that will alleviate animal suffering as determined by the veterinarian and a rabies vaccination schedule approved in writing by the City. Any rabies vaccine given to an animal will be charged to the animal's owner according to the fee schedule unless the owner of the animal is current on the particular vaccine given. The City may further specify and reasonably require revisions to the animal care standards that must be incorporated by the vendor into its manuals of policies and procedures. Animals shall be kept at the Animal Control Facility at least as long as prescribed by municipal ordinances and State law.

17. HOUSING AND MAINTENANCE

- A. Space made available to house animals must be maintained in a safe and healthful manner, free of standing water, accumulated waste and debris at all times, including closed days and holidays. The Animal Control Facility must be covered by pest control services.
- B. Animals must be placed in separate holding areas during cleaning to prevent exposure to water and disinfectant.
- C. In order to reduce stress and minimize disease transmission, animals should be separated as outlined below:
 - (1) Dogs from cats
 - (2) Sick, injured, biting, fighting and long term animals from healthy animals
 - (3) Puppies and kittens from adult animals unless with mother
 - (4) Males from females
 - (5) Aggressive animals from all others
 - (6) Pregnant mothers from all others
 - (7) Nursing mothers and their young from all others
 - (8) Large dogs from small dogs

DETAILED SPECIFICATIONS

- D. Specific housing requirement for dogs:

- (1) Dogs confined in cages or kennels should have room to stand, lie down, turn around and sit normally.
- (2) Dogs housed together must be socially compatible. The appropriate number of dogs in shared kennels must be determined by the Impound Officer.
- (3) Resting boards or blankets, or other device(s) to separate the animals from the concrete floor must be provided.

18. FEEDING AND MAINTENANCE:

- A. Adequate food means animals are fed nutritious, uncontaminated food of sufficient quantity to meet the daily requirements for their age, condition and size. Animals feeding schedules must be maintained during closed days and holidays. If more than one animal is fed at one time or in one place, it shall be the responsibility of the Impound Officer to ensure animals receives enough food.
- B. Puppies and kittens shall be fed at least twice a day.
- C. Dry food should be moistened for puppies.
- D. Cats and kittens shall be fed canned food unless they are observed to be able to eat dry food. All food receptacles and dishes must be cleaned daily (always before a new animal is put into the cage or run). Food and water containers must be easily cleanable and made of durable materials.

19. HEATING AND COOLING:

- A. Appropriate heating, cooling, and humidity control must be provided for the comfort of the animals.
- B. A means of providing adequate ventilation must be provided with exhaust fans, open windows, or protected door openings in all areas where animals are kept.

20. DRAINAGE:

- A. Drainage for each run must be free flowing to prevent cross contamination of other runs. Animals are to be promptly removed from kennels with clogged drainage.
- B. Drain covers in kennels must be removed only when cleaning. Drains must be designed to prevent injury to animals.

DETAILED SPECIFICATIONS

21. DISEASE CONTROL, MAINTENANCE AND DESTRUCTION:

- A. The Impound Officer must practice all reasonable physical, preventive medical and sanitary means to prevent spread of disease.
- B. All incoming animals must be reasonable assessed for signs of disease or disorder. Any animal suspected of having a contagious or infectious disease must be separated from other animals in such a manner as to minimize spreading of such disease.

- C. All kennels, pens, cages and runs must be cleaned and disinfected every day to minimize spread of disease. Each enclosure must be cleaned and disinfected before a new animal enters.
- D. The Impound Officer and veterinarian must coordinate additional emergency veterinary care for after-hours emergencies and for care and diagnostics that cannot be performed at the Animal Control Facility. When the Impound Officer in consultation with the veterinarian has determined, with reasonable certainty, that an animal has no quality of life left or the cost to rehabilitate the animal would be extreme, the Impound Officer must immediately humanely euthanize any unhealthy or injured animal for humane reasons to prevent unreasonable suffering or spread of disease.

22. EUTHANASIA

- A. The Impound Officer must ensure that animals are provided with the most humane death possible when euthanasia is necessary. The technique should be painless and rapid with unconsciousness followed by cardiac or respiratory arrest, and ultimately death.
- B. Vendor must have a humane euthanasia protocol approved by the City. Euthanasia must be performed by a licensed veterinarian or a certified euthanasia staff member who is trained in the proper and humane methods of euthanasia in compliance with Ala. Code Section 34-29-130 to 134 and recommended by NACA along with any new State law requirements. These methods include the use of sodium pentobarbital by:
 - (1) Intravenous injection by a hypodermic needle;
 - (2) Intraperitoneal injection by a hypodermic needle or neonates on very small animals
 - (3) Intracranial injection by hypodermic needle on sedated or unconscious animals.
- C. In case of extraordinary circumstances where a dog or cat pose undue risk or danger to the veterinarian or staff members performing euthanasia, the animals may be tranquilized prior to euthanasia.
- D. The Impound Officer must have on file documentation showing staff members that are certified or trained to perform euthanasia as well as the training they received.
- E. As necessary, there must be two people involved in the euthanasia process; one to restrain and control the animal and one to inject.
- F. After each animal is euthanized, it must be thoroughly checked to ensure vital signs have stopped.

DETAILED SPECIFICATIONS

23. ADOPTION SERVICE:

- A. The City of Jasper will require the animals at its shelter be available for adoption to residents of the City during normal operating hours. The Jasper shelter shall maintain a good mix of all breeds, sizes, age and sex for local adoption.
- B. The Vendor must implement a comprehensive adoption program. No animals by be sold or given away by the Animal Control Facility.
- C. Animals may be adopted for pets by qualified applicants.
- D. A program for fostering animals shall be in place.
- E. In the case of transfer to a non-profit humane society or responsible Alabama adoption society, all rules of adoption still apply to ensure responsible pet ownership.

- F. Vendor must have criteria for selection of adoptable animals and criteria for what makes an applicant qualified.
- G. An adoption fee will be as stated on the standard fee schedule. (Exhibit 2).

24. EQUIPMENT REQUIREMENTS:

- A. Vendor is required to obtain and operate all vehicles at its own expense unless an agreement is made prior to adoption of the agreement. All vehicles must be in safe, professional condition. No animal shall be left in parked trucks in summer. No animal shall be kept in a vehicle for more than four (4) hours.

25. REPORTING REQUIREMENTS:

In accordance with the format required by the City, the vendor must provide monthly report of the numbers and characteristics for the items listed below on forms and computer media approved by the City. The report must be submitted to the City by the 15th day of each month and must include the following:

- A. Animal intake and history at the Animal Control Center
- B. Disposition of all animals, including adoption, redemption, euthanasia
- C. Spay/neuter documentation
- D. Medical treatment administered
- E. Rabies vaccination certificate
- F. Fee collected and deposited.
- G. Correspondences with Walker County Department of Health
- H. Personnel training certificates and records together with staff qualification and experience
- I. Complaints Received
- J. Refund Request
- K. Public Education statistics and summary of activities
- L. Percentage of animals claimed by species
- M. Percentage of animals adopted by species

DETAILED SPECIFICATIONS

26. VOLUNTEER SERVICES

Prior to permitting any person to provide volunteer services at the Animal Control Facility or with vendor otherwise providing animal care services, vendor must obtain a signed waiver and release of liability, in a form acceptable to the City, from such person, including date and witnesses, specifying duties and length of time for such services. This form must be renewed and re-executed not less than annually. All volunteers must provide adequate proof of identification.

26. STAFFING REQUIREMENTS

Primary kennel staff (pound/care personnel responsible for the care of impounded animals) must be formally trained and certified to have successfully completed Level 1, NACA training or equivalent. Any employee involved in euthanasia, chemical immobilization, and pepper spray or to carry a bite stick must have NACA certification or other comparable training documenting the successful completion of formal training for each such area of training. Vendor should have a least one (1) individual on staff who has been certified to have successfully completed Level 1, 2, 3 and 4 NACA training or equivalent. Employees without such formal training/certification must work under the supervision of an individual formally trained/certified to perform the related tasks required to be performed. The City shall be the sole judge of the training level equivalency standard.

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REQUEST VENDOR INFORMATION (ATTACH TO YOUR PROPOSAL)

1. The vendor must provide evidence of minimum of five (5) years' experience in on-site directing and supervision of an Animal adoption and Pound Service Program comparable in since and scope to the one currently being operated in the City of Jasper, AL. If vendor's director, owner/partner has graduated from a four year college or university with a major in an animal related area, such as Veterinary Science, Zoology, or Biology; such education, if evidence is provided, may be substituted for up to three (3) years of the above experience requirements.
2. The vendor must provide evidence that they have a good reputation for honesty and integrity with no felony convictions and no animal cruelty/neglect charges. Vendor is to submit with its bid the signed warranty affidavit, Schedule D.
3. The vendor must provide examples of prior program audits or reviews done by its organization that demonstrate its ability to establish reporting requirements and other protocols to ensure appropriate and effective use of its funds.

4. The vendor must provide documentation showing that it has or will establish an accounting system which provides internal controls to safeguard assets, insures fund accountability by cost category, assures accounting principles and the time needed to have it operations. The vendor must also provide (if currently in business) a copy of its most recent detailed annual financial statement prepared by an independent public accountant, which includes comments on the vendor's internal controls.
5. The vendor must provide a minimum of three (3) references (see Schedule A) where similar services equal (or larger) in size and complexity to the one currently being operated in Jasper, Al were performed.
6. The vendor must provide a complete history of their performance of Animal Adoption and Pound Services, including the identification for all customer/clients within the last 10 years. Provide clients' names, addresses, telephone numbers and email addresses, if any, and contact person.
7. The vendor must provide a plan, indicating anticipated staffing levels sufficient to maintain and perform all duties required herein, and the time needed to have the staff to place and ready for service. Include education level, qualifications and relevant NACA or equivalent training and experience for each individual as required.
8. The vendor must provide a detailed plan for animal housing and treatment during their impoundment to accordance with the National Animal Control Association (NACA) Training Guide. Vendor must provide evidence that they have a current copy of the NACA training guide at the time of submitting its bid.
9. The vendor must provide a plan to address how to handle injured, dangerous, fighting or cruelty animals where the length of stay of the animal maybe prolonged.
10. The vendor must provide a list of all equipment, other than rolling stock, that it intends to bring to the Animal Adoption and Pound Center for use if awarded the contract.
11. The vendor must provide a plan for creating and providing a public information and educational program in accordance with the specifications previously detailed.
12. The vendor must provide a list of all subcontractors and / or individuals along with their address, the name of a contact person and a contact telephone number as well as a description of the type service or work they will be performing (Schedule B).
13. The vendor must provide a copy of an existing contract, or a proposed contract for professional veterinarian services.
14. The vendor must provide notarized signed affidavit and warranty (see Schedule C.)

NOTE: The City may deem the failure of a bidder to provide all information requested with the bid to be an informality if, upon request from the City, the bidder provides the omitted information immediately.

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Exhibit 1

***SAMPLE AGREEMENT
FOR
ANIMAL ADOPTION AND POUND SERVICES***

This Agreement for ANIMAL ADOPTION AND POUND SERVICES (“Agreement”) is made and entered into this ____ day of _____ by and between The City of Jasper, Alabama(hereinafter the “City and _____ (hereinafter the “Contractor”).

WHEREAS, Bid and the specifications therein are collectively referenced hereinafter as the “Bid, and its terms and conditions are incorporated herein by reference; and

WHEREAS, the services to be performed include, but are not limited to, the capture and detention of stray dogs and other animals in designated areas within the City of Jasper, the detention of those animals at a

facility that is owned by the Awarding Authority and located 2302 Birmingham Avenue, Jasper, Alabama(hereinafter, the “Shelter”), the operation of the Shelter, the provision of veterinarian services requested by public safety officials of the Awarding Authority (collectively, hereinafter the “Services”)

WHEREAS, Contractor, which submitted the lowest responsible response to the Bid, agrees to provide, and the Awarding Authority desires that it provide, the Services pursuant to the terms and conditions in the Bid and in this Agreement.

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Awarding Authority and Contractor agrees as follows:

1. **Contract Documents/Precedence/Entire Agreement:** *The documents that comprise the Agreement consist of (i) the Bid, (ii) this Agreement for ANIMAL ADPOTION AND POUND SERVICES, and (iii) the response to the Bid submitted by the Contractor on _____, 2026 (the “Proposal Response”, which Response is incorporated by reference). All of these documents collectively may be referenced hereinafter as the “Agreement”.*

In the event of the any conflict in the terms of the contract documents, the order of precedence for resolving that conflict is as follows: (i) terms in this Agreement for ANIMAL ADOPTION AND POUND SERVICES, (ii) terms in the Bid, and (iii) terms in the Bid Response

This Agreement sets forth and constitutes the entire understanding between the parties with respect to its subject matter. Any prior agreements, negotiations understandings, or other matters, whether oral or written, that are not made a part of the Agreement have no force or effect. This Agreement may be amended, changed or supplemented only by written agreement executed by all parties.

2. **Engagement:** *The Awarding Authority hereby engages the Contractor, and it agrees to perform the Services, pursuant to the terms and provisions of this agreement. Except as provided in Section 4 below, Contract, at its sole expense, shall furnish all vehicles, labor, materials, tools, and equipment required to perform all Services.*
3. **Term/Early Termination:** *The term of the Agreement shall begin on the first day of the month after both the following occurs: (i) the City of Jasper City Council approves the agreement; and (ii) each party executes below (the “Effective Date”). After the Effective Date, the Agreement thereafter shall continue in effect for thirty-six (36) months (the “Term”)*

Notwithstanding this Agreement may be terminated before the expiration of its Term on the occurrence of any of the following:

- (a) **Termination for Cause:** *If any party fails to perform a material obligation under the Agreement, the non-defaulting party may provide the defaulting party notice and request that it cure the deficiency (a “Default”) within thirty (30) days following that notice. Further, if Contractor fails to timely cure a Default by it, the Awarding Authority shall have the right to withhold further payments for Services until Contractor cures that breach. If the defaulting party does not cure a Default within the cure period, the non-defaulting party may terminate this Agreement after the expiration of the cure period effectively immediately on provision of a termination notice. The exercise of this right of termination shall not relieve the non-defaulting party of any liability to receive actual, direct damages sustained by virtue of the Default; or*
- (b) **Termination by City Without Cause:** *Effective one (1) month after the Effective Date, the City may terminate this Agreement for its convenience without any penalty to the City by providing all parties written notice of the City’s intent to terminate at least thirty (30) days before the intended termination date (a “City Termination-for-Convenience Notice”).*

(c) **Termination by Contractor Without Cause:** Effective one (1) month after the Effective Date, the Contractor may terminate this Agreement for its convenience without any penalty to the City by providing all parties written notice of the Contractor's intent to terminate at least thirty (30) days before the intended termination date (a "Contractor Termination-for-Convenience Notice").

Upon the expiration or early termination of this Agreement for any reason, the following understandings apply: (i) the obligations of the parties to each other arising from events occurring before the effective time of termination (including, without limitation, the obligation of the Authority to pay for Services and indemnify obligations of Contractor herein) shall survive termination and remain effective; and (ii) Contractor shall surrender possession of the Shelter to the Awarding Authority as provided in Section 4 below.

4. **Use of Shelter:** During the Term of this Agreement, the Awarding Authority hereby grants Contractor a non-exclusive license to use and operate the Shelter and surrounding grounds solely for the purpose of performing its Services.

Contractor shall not make any permanent or structural improvements or fixtures to the Shelter without the advance, written consent of the Awarding Authority. Any such improvements or fixtures that are installed by Contractor are merged into the real property and become the property of the Awarding Authority.

During the Term, Contractor, at its expense, may install removable fencing, furnishings, equipment and personal property (collectively, "Personal Property") required for its intended use of the Shelter. All such Personal Property placed in the Shelter by the Contractor shall be and remain the property of the Contractor. Awarding Authority has no obligation to insure or protect Personal Property. Contractor retains the sole risk of loss for Personal Property, and waives and released any claim for loss or damage thereto resulting from or caused by any act or omission of the Awarding Authority. If Contractor maintains physical damage insurance with respect to its Personal Property located at the Shelter, Contractor shall cause that insurance carrier to waive all rights of subrogation against Awarding Authority.

Contractor is not obligated to insure the Shelter or any part of the realty. Except for claims caused by a party's gross negligence or willful misconduct, the parties hereby release each other and waive any claim for loss of or damage to real or Personal Property on the Premises arising out of or incident of fire, lightning, or other perils normally included in a standard "All Risk: physical damage insurance policy, whether such property constitutes the realty or personality or is in, on or about the Shelter, and whether or not such loss or damage is due to the negligence of the parties or their respective affiliates, agents, employees, guests, licensees, invitees, or contractors.

The following additional understanding apply during the Term:

- (a) *Contractor agrees to keep the Shelter and associated grounds in reasonably neat and clean condition at all times during this Agreement;*
- (b) *With or Without advance notice, representatives of the Awarding Authority reserve the right to enter the Shelter at any time in order to inspect its condition or observe the Contractor's operations there;*
- (c) *Awarding Authority, at its expense, will maintain the roof, walls and structure of the Shelter in sound condition;*
- (d) *Contractor, at its expense, will keep, repair and maintain the HVAC, plumbing, electrical and other operating systems that serve the Shelter in a reasonably sound operating condition; provided that Contractor is not obligated to totally replace any such operating system fails due to obsolescence or expiration of its useful life; and*

(e) *Contractor, at its expense, shall provide all of the services and utilities (including without limitation, security, water, gas, electricity and telecommunication) that it requires to perform its Services,*

5. **Invoices and Payment:** *Invoices are to be submitted within the first five (5) working days of the month for services provided in the previous month. Payments under this contract shall be made within twenty (20) days of receipt of non-disputed, properly itemized invoice with supporting documentation for the contracted services rendered by the vendor during the previous month. Any amount billed other the standard base monthly fee (hourly charge for emergency service, etc.*

The parties agree and understand that invoices will be separately billed, processed and paid based on where the Services were performed.

The total amount to be paid to the Contractor by the City for Services rendered under this Agreement shall not exceed the monthly fee bid by the vendor.

The City reserves the right to withhold payment for any Services that are not performed in conformance with this Agreement.

6. **Exclusion of Consequential Damages:** *Each party waives and releases from another party from any claim demand or action for consequential, special or indirect damages (including without limitation, incidental, punitive, lost profits, lost business or economic opportunity or cost of cover) if another party commits a Default or otherwise fails to perform its obligations under this agreement, or if a nay party exercises its early termination rights in the Agreement.*

7. **Indemnification:**

(a) **Claims by Contractor Representatives Arising from Use of Shelter:** *Contractor agrees to defend, indemnify, hold harmless, and release the City and its agents, employees and officials (hereinafter collectively the "Indemnities") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorney's fees expert fees, court costs and other litigation costs), losses damages and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)) by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter "Contractor Representative") that arise out of, related to, result from, or are attributable to any conditions on, in or about the Shelter or any other sites or properties of any Awarding Authority that Contractor Representative may enter or encounter in performing its Services. The obligation under this provision includes Claims by third parties that are allegedly caused in whole or part by the negligence of an Indemnities; provided, nothing herein shall obligate Contractor to indemnify the Indemnities for Claims resulting from the gross negligence or willful misconduct of the Indemnities.*

(b) **Claims by Parties other than Contractor Representatives:** *Contractor agrees to defend, indemnify, hold harmless, and release the Indemnitee from and against all Claims by any third parties (excluding any Contractor Representative) that arise out of, related to, result from, or are attributable to any negligent act, omission or conduct by Contractor or any Contractor Representative in performing its (or their) responsibilities and Services under this Agreement; provided that Contractor's indemnification obligation under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policies set forth herein. This indemnification obligation under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policies set forth herein. This indemnification obligation under this provision includes Claims by third parties (excluding any Contractor Representative) that are caused in part by the negligence of an Indemnitee; provided nothing herein shall obligate Contractor to indemnify any of the Indemnitee for Claims resulting from the sole negligence or from the willful misconduct of the Indemnities.*

8. **Contractor's insurance:**

(a) *For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance:*

Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, with policy limits of not less than \$2,000,000 combined single limit and aggregate for bodily injury and Property damage, per occurrence. This insurance shall cover liability for damages for personal injury, death, property damage, vandalism, property loss and theft and also shall extend to damage, destruction and injury caused by or resulting from the acts, operations or omissions of the Contractor, and its officers, agent's employees or contractors in performing its services.

Comprehensive Automobile Liability: Insurance covering owned and rented vehicles or operated by the Contractor, with policy limits of not less than \$1,000,000 combined single limit and aggregate per occurrence for bodily injury and property damage.

Worker's Compensation and Employer's Liability: Required

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of the Best's Insurance Reports. The Contractor may use umbrella or excess liability insurance to achieve the required coverage, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect indemnification obligation of Contractor herein.

(b) **Additional Named Insured:** Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of Contractor or the performance of its Services. The additional named insured endorsement shall not limit the scope of coverage to the claims against the City resulting from vicarious liability, but shall allow coverage for the City for all Contractor operations and apply to the fullest extent provide by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, OG 210.11 85 (or any successor form).

(c) **Policies Primary:** All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by any Awarding Authority.

(d) **Waiver of Subrogation:** Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automobile liability coverage provided herein shall not prohibit the Company or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

(e) **Proof of Coverage:** Before the commencement of Services hereunder, the Contractor shall provide the Awarding Authority a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the Awarding Authority. If Awarding Authority is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the Awarding Authority with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

9. **Audit/Contractor's Retention:** Upon reasonable advance notice from the City, Contractor, at its expense, agrees to produce financial and records maintained by it with respect to the transactions

contemplated under this Agreement and otherwise participate in a periodic audit designed by the City to evaluate whether Contractor I properly accounting or completing financial transactions that are contemplated hereunder. To facilitate any such financial audit, Contractor agrees that, for a period of no less than two (2) years following the termination of this Agreement, it will maintain all accounting, billing or other financial records (including, but not limited to, documents supporting charges to the City that Contractor generates and maintains in connection with its performance of its service hereunder.

10. **Non-Discrimination:** Contractor and its employees, agents, and any subcontractors shall not discriminate on the basis of race, color, nation origin, or sex in the performance of the Services contemplated hereunder or in its own employment practices. Failure by the Contractor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the Awarding Authority deems appropriate.

11. **Other Representation and Warranties:**

As additional inducement for the Awarding Authority to enter this Agreement, Contractor makes the following additional representations and warranties:

- (a) *That it will perform the Services in a good, workmanlike and expeditious manner;*
- (b) *That, if Contractor conducts business through a corporation, limited liability corporation, or other similar organization,*
 - (i) *It is duly organized and existing entity that is authorized to perform business under the laws of the State of Alabama, and has the power to enter into and to perform and observe its agreements and covenants in the Agreement;*
 - (ii) *All actions required to be taken to execute the Agreement, and to perform its covenants, obligations and agreements hereunder, have been duly taken. Those actions may include a resolution duly taken*
 - (iii) *The execution and performance of the Agreement by Contractor do not constitute and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which Contractor is a party;*
- (c) *That it has not employed or retained any firm, entity or persons to solicit or secure its selection to enter into this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of the Agreement; and*
- (d) *That no part of the public funds to be paid by the City pursuant to this Agreement nor any part of the Services or thing of value whatsoever purchased or acquired by Contractor with said funds shall be paid to or used in any way whatsoever for the personal benefit of any official, member or employee of any federal, state, county, municipal government body whatsoever (or family member of any of those governmental representatives.)*

12. **Miscellaneous Provisions:**

- (a) *Before commencing the Services, Contractor, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the Services, including without limitation, a business license issued by the City (collectively, "Licensing)/ Contractor further agrees to maintain that Licensing throughout the performance of its Services.*
- (b) *Throughout the Term of this Agreement, Contractor agrees to comply with all the laws, regulations and ordinances issued by federal, state, or local authorities that relate to the performance of the Service (collectively, "Laws), including but not limited to, Laws concerning the safety, inspection,*

maintenance, and operation of its vehicles and other equipment used to perform the Services, and any Laws regarding the employment and payment of its employees and representatives (including payment of unemployment compensation and workers compensation).

(c) *Contractor is an independent contractor. As such, the Contractor solely is obligated to pay or withhold FICA taxes, occupational taxes, and all applicable federal, state and local taxes that arises from its operations and the performance of its Services.*

Contractor is not authorized to represent or hold itself out to other as an agent of the City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Contractor and Awarding Authority. Further, the Awarding Authority does not retain control or authority with respect to the personnel the Contractor engages to perform the Services, and does not retain control over the means and methods in which the Contractor (or any of its employees, representative or subcontractors) perform the Services.

(d) *The Contractor shall not assign this Agreement or any of its rights, obligations or the benefits hereunder to any other party without prior written approval of the Awarding Authority, which approval may be withheld for any reason. In no event will this Agreement be assigned to an unsuccessful bidder who was rejected because it was not a responsible or responsive bidder.*

(e) *The Agreement is made only for the benefit of the Awarding Authority and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.*

(f) *This agreement may not be executed in counterparts each of which when executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as an original.*

(g) *Any forbearance or delay on the part of an Awarding Authority in enforcing any of its rights under this Agreement shall not be construed as a waiver of its rights. No terms of this contract shall be waived unless expressly waived in writing. The Contractor must fully and completely comply with all the duties and obligations to be performed by it under this Agreement. Any past forbearance or waiver of any obligations of any other contractors pursuant any similar, previous agreement is not effective or biding and will not excuse performance under this Agreement.*

(h) *If any provision of this contract is held to be invalid, illegal or unenforceable by a court of the competent jurisdiction, the remaining provisions of it shall remain in full force and effect.*

(i) *This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Alabama.*

In Witness Whereof, the parties have hereunto set their hands and seals

CITY OF JASPER, ALABAMA

BY: _____
Mayor

DATE: _____

_____ **CONTRACTOR**

BY: _____

ITS: _____ (Official Title)

DATE: _____

APPROVED AS TO FORM BY

CITY ATTORNEY'S OFFICE:

City Attorney / **Date**

Exhibit 2

Fee Schedule

WE ACCEPT CASH ONLY

(EXAMPLE ONLY)

		Price
*Impoundment: (within		
Owner First Offense		\$50.00
Owner Second Offense		\$75.00
Owner Third Offense		\$150.00
Owner Fourth Offense		\$300.00
*Unaltered Animals:		\$25.00
Note: Owners who alter animals with 10 days of redemption will be \$22.00 of this fee		
*Boarding (\$8.00 minimum)		\$8.00

Rabies Vaccination or Deposit:		\$10.00
Rabies Tag Replacement		\$5.00
*Quarantine:		\$20.00
Note: This does not include boarding, rabies vaccination or pick up charges		
Rabies Vaccination Processing		\$3.00
Note: For vaccination performed on reclaimed animals at veterinary clinics		
Subsequently Altered Animal Processing:		\$2.00
Copy Fee		\$0.50/page
*Euthanasia & Rabies Test Preparation:		\$50.00
Leash		\$2.00
Pet Wagon		\$3.00
Trap Rental:		\$3.00/day
Cat Trap		\$50.00
Dog Trap		\$150.00
Adoption		\$80.00
Note: Spay/Neuter Certificates at \$80.00 is issued with each adoption		
Spay/Neuter Certificate:	OFFICE	FIELD
City Owned Surrenders	\$15.00	\$25.00
Mother & Litter : (maximum 2 weeks of age)	\$45.00	\$55.00
Out of City Limits Surrenders	\$30.00	\$55.00
Mother of Litter: (maximum 12 weeks of age)	\$60.00	N/A
Non-Contract City Surrender	\$15.00	\$25.00
Mother & Litter: (maximum 12 weeks of age)	\$45.00	\$55.00

REQUIRED FORMS

NOTIFICATION OF INTENT

On behalf of myself/my firm/institution, I hereby certify that I/we intend to submit a response

On behalf of myself/my firm/institution, I hereby certify that I/we do not intend to submit a response

Authorized Signature

Individual/Institution/Firm

Title

Date

Non-Collusion Affidavit

I, (_____), an authorized agent/representative of (Institution/Firm) attest that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham ITB, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham ITB, or than anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the ITB of the Bidder or any other Bidder, to fix any overhead profit, or cost element of the ITB price or of that of any Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the ITB are true; and further, that the Bidder has not, directly or indirectly submitted his/her ITB price or any breakdown thereof or the contents thereof, of divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, ITB depository, or to any member or agent thereof, to effectuate a collusive or sham ITB.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

Subscribed and Sworn to

By: _____
Authorized Signature of Proposer

Before me this day

Of _____
Date _____

Notary Public of my Commission Expires

Print or Type Name of Proposer

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name:

Address:

The Contractor acknowledges receipt of City of Jasper's Equal Employment Opportunity Contractor Compliance Administrative Order (attached here) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance () as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964. 42 U.S.C. §§ 1981, 1983, 1986, and all amendments thereto relative to discriminatory employment practices. The contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.**
- 2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.**
- 3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.**

4. The Contractor shall certify to the City its compliance with this policy prior to receipt of any contract or business with the City.

The Contractor will furnish to the City, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

Date

Signature

Title

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Printed Name Authorized Representative

Title

Signature Authorized Representative

Date Signed

Name of Business

Affidavit of Contractor
Alabama Act 2011-535

I affirm the following:

1. **I will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; and,**
2. **I affirm that the below listed Business Organization is enrolled in the E-Verify program, that the Business Organization listed below will remain enrolled in the E-Verify program during the term of the contract and that every employee that is required to be verified will be verified, according to the applicable federal rules and regulations; and,**
3. **I acknowledge that §9(e) Alabama Act 2011-535 authorizes the City to terminate this contract for a first violation of §9(a) of said Act, and requires the county to terminate this contract for a second violate of §9(a) of said Act.**

Printed Name of Contractor (or Authorized Representative)

Title

Signature of Contractor (or Authorized Representative)

Date Signed

Name of business Entity

Phone Number

State of _____

County of _____

Sworn to and subscribed before me on _____

This _____ **day of** _____, **20** _____.

Notary Public _____

My Commission Expires: _____

Schedule D

_____ County)

State of _____)

AFFIDAVIT

Comes now, , who being duly sworn, deposes and says as follows:

My name is _____, I am over 21 years of age, and I am competent to make this Affidavit. I fully understand the requirements for responding to the City Animal Control invitation to Bid. I am filing this Affidavit in support of my response to the City of Jasper County Animal Control Invitation to Bid.

I certify I do not have any criminal cases pending against me in any court. I have never been convicted of any felony offense in this state or any other jurisdiction. I further say, I have never admitted committing any felony offenses in this state, or any felony offense in any other jurisdiction. I have never been placed on probation in this jurisdiction or any other jurisdiction. I further certify, that I have never been charged with animal cruelty or animal neglect in this state or any other jurisdiction.

Dated this the _____ day of _____, 20 _____

Signature of Affiant/Bidder

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 _____

My Commission Expires:

Notary Public

Signature Page

The City of Jasper Commission or its Agent shall have the right to waive any informality or irregularity. Under certain limited conditions, the Purchasing Office may apply a local preference option in determining the low bid for purchases of personal property.

All provisions of this Invitation are accepted by Firm as part of any contract or purchase resulting therefrom.

Please specify terms of payment below; otherwise, the terms will be Net 30.

Date: _____ **Company Name:** _____

Web Address: _____

Terms: _____ **Address:** _____ **City:**

County: _____ **State:** _____ **Zip:** _____

Phone: (____) _____

If the City of Jasper Business Licenses were issued to your firm for the past twelve (12) months, please list numbers:

Vendor's Federal I.D. Number: _____

I Certify that _____ **has not been in operation for one**
(Company Name)
year at location(s) zoned for the type of business conducted by my company at the address stated
above.

Phone: _____

Authorized Signature: _____

Fax Number: _____

Return original submission in sealed envelope. Authorized signature of Individual must be in ink. Submissions received in our office after the specified date and hour will not be considered.