CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Department of Public Health – Administration

AGENDA DATE: CCA 07/05/11

CONTACT PERSON/PHONE: Bruce Parsons, 771-5702 , Public Health
Bruce D. Collins, Purchasing Manager, 541-4313

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Council ratifies the grant of a license to The Humane Society of El Paso ("Contractor") from the City of El Paso ("City") for Contractor's use of space at the City's Animal Control Facility at 5001 Fred Wilson Road, El Paso, Texas, pursuant to the terms and conditions attached hereto as Exhibit "A", entitled Solicitation No. 2011-214R, "On-site Animal Adoption Services", award dated June 7, 2011, for an initial two-year term and no monetary compensation from the City to Contractor, for the purpose of adopting out shelter-supplied dogs and cats to suitable pet owners and reducing the number of dogs and cats euthanized at the City's animal shelter.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

n/a

AMOUNT AND SOURCE OF FUNDING:

BOARD / COMMISSION ACTION:

N/A

**********AUTHORIZATION**********

DEPARTMENT HEAD: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council ratifies the grant of a license to The Humane Society of El Paso ("Contractor") from the City of El Paso ("City") for Contractor's use of space at the City's Animal Control Facility at 5001 Fred Wilson Road, El Paso, Texas, pursuant to the terms and conditions attached hereto as Exhibit "A", entitled Solicitation No. 2011-214R, "On-site Animal Adoption Services", award dated June 7, 2011, for an initial two-year term and no monetary compensation from the City to Contractor, for the purpose of adopting out shelter-supplied dogs and cats to suitable pet owners and reducing the number of dogs and cats euthanized at the City's animal shelter.

Dated this _____ day of _____ 2011.

CITY OF EL PASO

_____
John F. Cook, Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM

_____
Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT

_____
Michael Hill, Director
Department of Public Health

#65147 v1 - DOPH/1/RESO – THE HUMANE SOCIETY 2011-214R
Document Author: JFLO

REQUEST FOR PROPOSALS

ISSUED BY

THE CITY OF EL PASO

FINANCIAL SERVICES / PURCHASING DIVISION

SOLICITATION NO: 2011-214R **DATE ISSUED: APRIL 5, 2011**

TITLE: ON-SITE ANIMAL ADOPTION SERVICES
PUBLIC HEALTH

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:
2:00 PM, local time, WEDNESDAY, APRIL 27, 2011

NOTICE When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

ADDRESS OFFERS TO:
PURCHASING MANAGER
FINANCIAL SERVICES / PURCHASING DIVISION
CITY OF EL PASO

MAIL TO:

CITY OF EL PASO
FINANCIAL SERVICES DEPARTMENT/PURCHASING DIVISION
2 CIVIC CENTER PLAZA, 7TH FLOOR
EL PASO, TX 79901-1196

OR

HAND DELIVER TO:

CITY HALL, 7TH FLOOR
2 CIVIC CENTER PLAZA
FRANKLIN & SANTA FE ST.
EL PASO, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:
ANNA GOODWIN, PROCUREMENT ANALYST
Telephone: [915] 541-4654 FAX: [915] 541-4347 Email: GoodwinAM@elpasotexas.gov

EXPIRATION OF OFFERS

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

AMENDMENT	DATED	AMENDMENT	DATED	AMENDMENT	DATED	AMENDMENT	DATED
A001	4/20/11	A002	4/21/11	A003		A004	
A005		A006		A007		A008	

OFFER SUBMITTED BY

Humane Society of El Paso
COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

4991 Fred Wilson Ave. ☐ ☐
STREET ADDRESS P.O. BOX NUMBER

El Paso, Texas 79906
CITY, STATE AND ZIP CODE

(915) 532-6871 (915) 566-0732 ☐
TELEPHONE NUMBER FAX NUMBER

bhoover@hselpaso.org ☐ **PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.**
E-Mail address

OFFER EXECUTED BY [PLEASE PRINT]

Betty Hoover, Executive Director
NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

Betty Hoover May 2, 2011
SIGNATURE AND DATE OF OFFER

WITHOUT AN *ORIGINAL* SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT ☐

CITY OF EL PASO, TEXAS

RFP: 2011-214R

REQUEST FOR PROPOSALS

FOR

ON-SITE ANIMAL ADOPTION SERVICES

DUE DATE: APRIL 27, 2011

TABLE OF CONTENTS

		PAGE
PART 1 –	**GENERAL INFORMATION**	
1.1	The City of El Paso	3
1.2	Solicitation Purpose	3
PART 2 -	**NOTICES TO PROPOSERS**	
2.1	Public Disclosure Proposal Information	3
2.2	Bid Net Notification	4
2.3	Communications	4
2.4	Schedule of Events	5
2.5	Contract Period (Initial and Option Terms)	6
2.6	Notices of Instruction to Offerors	6
PART 3 -	**SCOPE OF SERVICES**	
3.1	City In-Kind Services and Venues	8
3.2	Minimum Qualifications and Scope of Work	8
PART 4-	**PROPOSAL FORMAT AND SUBMISSION**	
4.1	Proposal Format and Structure	10
4.2	Copies Required	11
PART 5 -	**PROPOSAL EVALUATION**	
5.1	Evaluation Factors	11
5.2	Evaluation Factors Description	12
5.3	Evaluation and Award Process	13
PART 6 -	**MANDATORY SUBMITTALS**	
6.1	Business Information Certification	14
6.2	Non-Collusion and Business Disclosure Affidavit	14
6.3	Indebtedness Affidavit	14
ATTACHMENT A - CONTRACT CLAUSES		

PART 1 – GENERAL INFORMATION

1.1 The City of El Paso – Public Health Department

The City of El Paso (City) is requesting submittals from qualified firms to provide On-Site Animal Adoption Services for the Public Health Department. The City shall order all of its supplies and/or services from one or more successful bidders (contractors) from time to time as needed. Personnel from other City departments may only utilize this contract with express written authorization from Public Health Department and only if the additional usage is within reasonableness given the total awarded amount of the Contract.

1.2 Solicitation Purpose

The purpose of the City of El Paso Public Health Department Animal Services Adoption Program is to adopt out shelter-supplied dogs and cats to suitable pet owners. The animal shelter on-site adoption program is part of a citywide strategy to reduce the number of dogs and cats euthanized at the city's animal shelter. In fiscal year 2010 the City of El Paso Animal Shelter received 23,550 animals. Of this number, 1,805 animals were returned to their owners, 2,975 animals were adopted, and 17,411 animals were euthanized.

Other elements of the city's euthanasia reduction plan include increasing field enforcement activity for pet registration and population control; expanding spay/neuter voucher program; and promoting ordinance compliance and pet ownership standards through a comprehensive community education campaign.

The City views pet population control and responsible pet ownership as a civic obligation. The City expects to work collaboratively with animal welfare groups, pet owners, mass and targeted media organizations, service clubs, neighborhood associations, businesses and the broader El Paso community to reduce the number of unwanted animals and increase the adoption of sheltered animals by responsible pet owners.

PART 2 - NOTICES TO PROPOSERS

2.1 Public Disclosure Proposal Information

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records.

The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

2.2 Bid Net Notification

If you received your copy of this solicitation from the ***BID NET,*** or any source other than directly from the City of El Paso, and you plan to respond to it, please notify the City immediately. You will be placed on the active bidders list and will be directly sent all amendments and notices pertaining to the solicitation. It would also be helpful if you would supply a contact person's name along with their telephone number, fax number, and E-mail address.

NOTE: ANY CHANGES IN DUE DATE OR MATERIAL CHANGES FOR ANY RFP'S/SOLICITATIONS WILL BE POSTED ON THE SOLICITATIONS PAGE OF THE CITY OF EL PASO PURCHASING DEPARTMENT'S WEBSITE: http://www.elpasotexas.gov/financial_services/invitations.asp

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

2.3 Communications

2.3.1 Cone of Silence

"Cone of Silence" is imposed upon each RFP, RFQ or Bid after advertising and terminates at the time the Purchasing Manager places a written recommendation on City Council Agenda. The Cone of Silence prohibits any communication regarding RFPs, RFQs or Bids between, among others:

1. Potential vendors, service providers, Offerors, lobbyists or consultants and City's professional staff;
2. Potential vendors, service providers, Offerors, lobbyists or consultants, any member of the City's professional staff, the Mayor, Council Representatives or their respective staff and members of the respective selection committee; and

The provisions do not apply to, among other communications:

1. Oral communications with the Purchasing Manager or Contract Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document;
2. The provisions of the Cone of Silence do not apply to oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly notice public meeting, public presentations made to the Mayor and Council Representatives during a duly noticed public meeting; or
3. Communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ or bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Offeror shall render that Offeror's RFP, RFQ or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the City Attorney.

2.3.2 Request for Clarification

In order to meet the City's schedule it is extremely important that requests for clarification or additional information be submitted in writing no later than **April 15, 2011**. Questions submitted after this date may not elicit a response. All proposals or requests for clarification should be sent to the following:

BY E-MAIL

ANNA GOODWIN
PROCUREMENT ANALYST
Fax: (915) 541-4654
Email: GoodwinAM@elpasotexas.gov

IN WRITING (MAIL OR HAND DELIVERY)

City of El Paso
Financial Services Department/Purchasing Division
2 Civic Center Plaza, 7th Floor
El Paso, TX 79901-1196
Attn: ANNA GOODWIN

2.4 Schedule of Events

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Request for Proposal	04/05/2011
Pre-Proposal Meeting	04/12/2011
Last Day for Offerors to Submit Written Questions	04/15/2011
Answers provided	04/22/2011
Submission of Proposals	04/27/2011
Contract Award Date	05/24/2011 (estimated)
Effective date	05/24/2011

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendments to this RFP will only be issued and posted on the City's website at: http://www.elpasotexas.gov/financial_services/invitations.asp

2.4.1 Pre-Proposal Conference

A pre—proposal conference will be held at 1:30 p.m., Mountain Time, on April 12, 2011, at the 7th Floor Conference Room, City Hall, 2 Civic Center Plaza, El Paso, Texas 79901. This conference will afford each Offeror opportunities to ask representatives of the City questions regarding provisions of the Request for Proposal.

After the pre-proposal conference, prospective Offerors may submit written questions until 6:00 p.m., Mountain Standard Time, on April 15, 2011. The City may accept and/or respond to any questions submitted after that time. Only responses designated in writing as part of a formal amendment to the Request for Proposal will be binding on the City.

2.5 Contract Period (Initial and Option Terms)

The initial term of the Contract will be two (2) years. The contract will include an option for the City to extend the contract, at the sole discretion of the City, for two (2) additional two (2) year options, subject to City and the successful Respondent negotiating terms that are mutually acceptable to the parties. The total contract period including options is not to exceed six (6) years.

2.6 Notices of Instruction to Offerors

1. Signature of Offer to person Authorized to Sign

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a proposal non-responsive.

2. Effective Period of Proposals

Proposals should expressly state that the offer (including the scope and character of the services described in the proposal) will remain in effect until at least 120 consecutive days from the date set for the receipt of offers and may be accepted by the City of El Paso at any time on or before such date.

3. Offer Submission Instructions

OFFER MUST BE SEALED WHEN PRESENTED TO THE PURCHASING DIVISION. Offers will be received by the City of El Paso until **2:00 P.M., local time, on WEDNESDAY, APRIL 27, 2011. Proposals will not be publicly opened and read aloud.**

4. Addressing Instructions

The envelope containing the offer must be addressed as follows:

CITY OF EL PASO
FINANCIAL SERVICES DEPT/PURCHASING DIVISION
2 CIVIC CENTER PLAZA, 7TH FLOOR
EL PASO, TEXAS 79901-1196
ATTN: PURCHASING MANAGER

Also, write the Request for Proposal Number, Request for Proposal Title, and Proposal Opening date clearly on a visible section of the envelope.

5. Labeling Of Proposals/Bids [Rev 6/15/05]

The Due Date and Solicitation Number must be written on the outside of the package containing the offer. The City Purchasing Division may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their proposals and to fully avail themselves of the evaluation and selection process.

6. Offeror Delivery Responsibility

Bids received at the Purchasing Office after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc. deliver packages addressed to the Purchasing Manager directly to the Purchasing Division. U.S. Postal Service deliveries, including Express Mail, are only

delivered to the Mail Room at City Hall and may or may not be delivered by the Mail Room to the Purchasing Division by the time and place proposals are recorded. The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

7. Proposal/Bid Preparation Cost

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified. This RFP is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

8. Notification to Unsuccessful Offerors

All awards are made by the City Council of the City of El Paso. All City Council agenda are posted on the City of El Paso's Web Page for review by all Offerors. The URL is: http://www.elpasotexas.gov.

9. Acceptance or Rejection of Proposals

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal or proposal determined to be the most advantageous to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

10. Debriefing Requests

A written request for a debriefing should be directed to the Analyst identified in **Request for Clarification in Part 2, Item 2.3.2** within five (5) days after the date of award. Debriefing requests will be scheduled with the appropriate evaluation committee and Purchasing representative.

11. Protest/Dispute Procedure

Only an Offeror who has actually submitted a proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights. Protest must be made after the Council agenda has been posted and by 5 p.m. the day before the Council meeting in which the award will be made. The Offeror must write a letter to Bruce D. Collins, Purchasing Manager, using the phrase "Proposal Protest" to the address listed above. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the Request for Proposal number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Offeror has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

Only the information provided within the protest period will be considered for response.

PART 3 - SCOPE OF SERVICES

3.1 City In-Kind Services and Venues:

City support for this Contract is limited to the following:

- Provide adoption-ready animals from shelter impoundments;
- Provide adoption facilities at the City's animal shelter located at 5001 Fred Wilson Road, El Paso, TX 79906;
- Provide food for impounded animals;
- Vaccinate, microchip and sterilize the animals prior to release for adoption;
- Provide veterinary sick care services and related supplies at the discretion of the City's veterinarian;
- The sick care of adoptable animals is the responsibility of the animal shelter staff;
- An animal will be held at the adoption facility one to ten days from impounding depending upon the nature of presentation; e.g., registered or not registered;
- The City will cover the utility costs for the HVAC system which currently operates the number of hours per day necessary to ensure safety and health of both the staff and the animals;
- The On-Site animal adoption facility will be located with the City of El Paso's animal shelter located at 5001 Fred Wilson Road, El Paso, TX 79906. The facility is available for inspection by scheduling an appointment with Ed de Castro, the Animal Services Director at (915) 842-1000;
- The On-Site facility does meet the Texas Health and Safety codes and is properly ventilated to control disease;
- The On-Site facility is zoned for an animal shelter and has quarantine areas;
- The On-Site facility has sufficient drainage for cleaning; i.e., sloped floors with drainage within each kennel;
- The animal shelter's daily inventory consists of 250 – 450 cats and dogs. There are currently 350 kennels of various sizes with 12 of those being utilized as pre-surgery pens;
- All animals deemed adoptable by the animal shelter will be made available to the agency conducting the adoptions; and
- There is a public area located at the animal shelter for use by the Adoption Services for use as an open area where the public can meet the animal.

3.2 Minimum Qualifications and Scope of Work:

Offerors must clearly explain and identify in a statement of qualifications the services they provide and identify the qualifications of the individuals involved in those services. Offerors must have successful experience in staffing, supplying, and operating an animal welfare service.

Offeror shall have relevant animal welfare organization experience and be knowledgeable of El Paso region demographics, neighborhoods, and animal services issues. The Offeror must have knowledge of and experience with sound business practices including: purchasing, payroll management, inventory control, budgeting, accounting for expenses and revenues according to generally accepted accounting practices, and financial reporting.

Minimum Qualifications:

All Statements of Qualifications should include:

- Transmittal letter from the Offeror indicating the Offeror's interest in performing on-site animal adoption services for the City and a list of the employed and volunteer personnel that will be assigned to the elements of the contract;
- Annual line item budget, including categories and amounts for personnel and operational expenses and projections of offsetting fee revenue from adoption fees. Offeror shall demonstrate program self-sufficiency from fee and, if needed, other non-City of El Paso revenues;
- Description of the type and quantity of services to be provided at the On-Site Animal Adoption Program Center;
- Commitment to hours of operation, as prescribed by Animal Services shelter management, not to exceed normal days and hours of animal shelter operation;
- Brief history of the Offeror's experience with operation of an animal welfare organization;
- Brief description of the Offeror's knowledge of and experience with City of El Paso Animal Services Program;
- Brief description of the Offeror's familiarity with El Paso demographics and neighborhoods.
- Brief description of Offeror's knowledge of and experience with El Paso area animal welfare organizations;
- Qualifications of all personnel that will be providing services pursuant to the Contract; and
- A list of past clients for whom Offeror provided animal welfare services, primarily local governments.

Offeror's Scope of Work:

The Offeror will be responsible for the following:

1. Coordination and Placement:

   - The Offeror shall qualify prospective adoptive families; register pets and owners, and release pets with instructions for care.

2. Operations:

   - Offeror must commit to the hours of operation, as prescribed by the Animal Services shelter management, not to exceed normal days and hours of animal shelter operation; and
   - The successful Offeror must perform all on-site animal adoption services for the City, and may not assign or convey all or part of this contract for the duration of the contract period without the prior written consent of the City Attorney.

3. Staffing:

   - Offeror shall be responsible for staffing the On-Site Animal Adoption Center with qualified volunteer and/or employed personnel at a staffing level commensurate with adoption volume and the scheduling expectations of Animal Shelter management.

PART 4 - PROPOSAL FORMAT AND SUBMISSION

4.1 Proposal Format and Structure

All submissions must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 10 point. All pages must be numbered.

2. Address qualifications criteria in the order presented in PART 5 – PROPOSAL EVALUATION.

3. Major sections must have page breaks between them and the following sections.

4. The proposal must be signed and titled by a duly authorized representative of the Offeror. In addition, the City requires that all proposals contain the following:

5. Title Page – Clearly label with the RFP number, RFP title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.

6. Table of Contents – Identify the page location of each major section.

7. Introduction – Provide brief narrative of background and general qualifications of the Offeror, including any experience with services/products similar in scope and/or size to those requested in this RFP.

8. Offeror's Proposal – Include all pages from this Request for Proposals in addition to any other materials submitted by the Offeror. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within Part 3 Scope of Services.

9. Contract Clauses and Forms – Include all pages and completed forms. In addition to the above information, describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years.

10. Client list – include points of contact and relevant information from three or more organizations that have used your company for similar products/services within the last five years.

11. Response must demonstrate your comprehension of the objectives and services from the RFP. Do not merely duplicate the Scope of Work as presented within this RFP.

12. Appendices – include any additional information that the Offeror deems important to the decision process but that is not specified elsewhere in the RFP.

13. Identify by name and title the individual responsible for the administration of the project. (That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.)

14. Identify the project organization and staffing. A project organizational chart is to be provided, along with resumes of the personnel assigned to the project. Level of staff for work to be performed under this Contract. Proposals must describe the work to be performed by the individuals you name to performessential functions and detail their specific qualifications and substantive experience directly related to this RFP. A response prepared specifically for this RFP is required. Marketing resumes often include non-relevant information that may detract from the evaluation of a proposal. Lists of projects are not useful.

Focus on individual's specific duties and responsibilities and how project experience is relevant to the requirements of this RFP.

15. A list of references that can be contacted to discuss the performance on similar work. If available, provide a sample of comparable data your firm has generated for a similar project.

    References that are not relevant to RFP should not be included. Therefore, the References provided should be directly related to the requirements in the statement of work. The City is particularly interested in government references. The City may obtain other information by sending out questionnaires and/or through other sources. References other than those identified by the Offeror may be contacted by the City with the information received used in the evaluation.

4.2 Copies Required

Paper – One (1) complete, original copy (signed in blue ink where required) and **FOUR (4) copies**, both contained in a single sealed submission. All responses shall contain those pages on which prices, other information, or signatures are required.

Electronic – One (1) electronic copy on a CD-ROM or flash drive. Format of the electronic copy must be either .doc (readable by Microsoft Word 2003 or 2007) or .pdf (readable by Adobe Reader 9). The content of the electronic file shall be an exact submission of the hard copies of the proposals (i.e., documents should bear signatures, where applicable and be filled out entirely). In event of discrepancy/conflict between the hard copy and electronic copy will govern.

PART 5 - PROPOSAL EVALUATION

5.1 Evaluation Factors

The proposal evaluation process is designed to award the contract, not necessarily to the Respondent of least cost, but rather to the Respondent with the best combination of attributes (i.e., qualifications and experience, cost) based upon the evaluation factors specifically established for this RFP.
Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent's information to the Evaluation Factors which will demonstrate the Respondent's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.

Proposals will be evaluated based on the following Evaluation Factors:

EVALUATION FACTORS	MAXIMUM POINTS
1. Knowledge and Experience w/Area Animal Welfare Organizations	25 Points
2. Qualifications of Personnel	20 Points
3. Knowledge and Experience w/City of El Paso Animal Services Program	15 Points
4. Offeror's Self-Sufficiency	20 Points
5. Past Relationship/Performance with the City	20 Points
TOTAL	**100 Points**

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City. The City reserves the right to determine the suitability of proposals on the basis of all these factors.

5.2 Evaluation Factor Description

The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

Evaluation Factor 1 – Knowledge and Experience with Area Animal Welfare Organizations - (25) Points
Provide a brief description of Offeror knowledge of and experience with El Paso demographics and neighborhoods.

Evaluation Factor 2 - Qualifications of Personnel - (20) Points
Provide qualifications of all personnel that will be providing services pursuant to the Contract.

Evaluation Factor 3 - Knowledge and Experience with City of El Paso Animal Services Program - (15) Points
Provide a brief description of Offeror knowledge of and experience with City of El Paso Animal Services Program.

Evaluation Factor 4 - Offeror's Self-Sufficiency - (20) Points
Provide a brief description of Offeror demonstration of program self-sufficiency from fee and, if needed, other non-City of El Paso revenues.

Evaluation Factor 5 – Past Relationship/Performance with the City – (20) Points
Bidder shall identify previous contracts with the City of El Paso in the past five (5) years for which it has performed at a continuously high level of service throughout its tenure as evidenced by providing current City recommendation letters submitted with this bid. Bidders <u>not</u> meeting the City's standard of a continuous "high level of service" may be deemed non-responsible and may cause the offer to be rejected.

5.3 Evaluation and Award Process-General Information

A. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City's minimum qualifications, shall render the offer non-responsive to the solicitation.

B. Any award made under this solicitation shall be made to the Offeror who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, that are determined to be the most advantageous to the City. Factors to be considered in determining the proposal most advantageous to the City are included below.

5.3.1 Evaluation and Award Process

As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) at which the supplies and/or services are offered. Prices that are significantly lower than the mean of all offers and that appear to be unreasonably low may be determined to be evidence of non-responsibility, and cause the Offer to be rejected.

A. The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors set forth below. Factors not specified in the RFP will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated on an individual basis against the requirements stated in the RFP.

B. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this RFP will result in disqualification of the proposal.

C. Cost will not be the only consideration in the selection of short listed proposals. Detailed evaluation of proposals will involve a determination of the most favorable combination of various elements contained in this RFP. The selection of the ultimate winning proposal will be based upon what the evaluators believe to be most advantageous to the City.

D. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.

E. After evaluations, the Evaluation Committee will determine a short list also known as competitive range. The short list/competitive range includes the proposals that have a reasonable chance of being selected for award considering all aspects of the RFP. The City may request Best and Final Offers (BAFO) and negotiate with the Respondent(s) who fall within the short list/competitive range. If required, only those Respondents within the short list/competitive range may be selected for an oral presentation and/or interview.

F. The presentation/interview process will be arranged to assist the Evaluation Committee in differentiating those Respondents within the short list/competitive range. Points may be deducted from the Respondent's preliminary score as deemed necessary by the Evaluation Committee.

G. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with all Respondents in the competitive range. Once negotiations are complete, the City shall establish a common date and time for the submission of Best and Final Offers. If a Respondent does not submit a notice of withdrawal of its offer, or a Best and Final Offer, the Respondent's immediate previous offer shall be construed as its best and final offer.

H. The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible Respondent whose qualifications, price and other factors considered, are the most advantageous to the City.

I. The City reserves the right to award this contract to one Respondent, to make multiple awards and to award without discussions. The city may reject any or all offers if such action is in the City's interest, award contract other than to the lowest Respondent, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

J. Proposals that are considered non-responsive will not receive consideration. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.

K. The successful Offeror's proposal will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission

of a proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.

PART 6 - MANDATORY SUBMITTALS .....

6.1 Business Information Certification .....
6.2 Non-Collusion and Business Disclosure Affidavit .....
6.3 Indebtedness Affidavit.....

BUSINESS INFORMATION CERTIFICATION

Mark all that apply.

- [ ] Manufacturer or Producer
- [ ] Wholesaler
- [ ] Retailer
- [ ] Franchised Distributor
- [ ] Factory Representative
- [x] Other Non-Profit Corp.
- [ ] Large Business
- [ ] Small Business

- [ ] Disadvantaged Business Enterprise
- [ ] Asian - Pacific American
- [ ] Black American
- [ ] Hispanic American
- [ ] Native American
- [ ] Woman Owned Business
- [ ] Handicapped
- [ ] Local Business Enterprise
- [ ] HUB State Certified Historically Underutilized Business (please furnish copy of Certification)

SMALL BUSINESS CONCERN: Less than $1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE: At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS: At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED: At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE: A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]: A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts.

Betty Hoover
Signature of Person Authorized to Sign Application

Executive Director — 5/3/11
Title — Date

City Of El Paso
Financial Services Department – Purchasing Division

NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared Betty Hoover, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.

2. I am a duly authorized representative of the following company or firm (the "Offeror") which is submitting a response to *2011-~~127R GOLF COURSE MANAGEMENT FIRM - DEPARTMENT OF AVIATION:~~* 214R - On-Site Animal Adoption Services

   Humane Society of El Paso (Name of Offeror).

3. **BY SUBMITTING THIS BID, I CERTIFY THAT OFFEROR AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.**

4. I have listed in ***Paragraph 10*** below all the names the Offeror uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.

5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Offeror/Offeror used a trade name in the Solicitation documents is other than the name under which company was organized).

6. **Material Change in Organization or Operation.** ***Except as described in Paragraph 10 below,*** I certify that Offeror is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Offeror's ability to carry out the contract with the City of El Paso.

7. **Debarment/Suspension**. ***Except as described in Paragraph 10 below,*** I certify that Offeror and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in ***Paragraph 10*** below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

   I understand the Offeror is obligated to immediately inform the City in the event that the Offeror is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.

8. **Default/Termination of Contracts**. ***Except as described in Paragraph 10 below,*** I certify that, within the last 24 months, there are no Contract(s) between the Offeror and a governmental entity that have been terminated, with or without the Offeror's default. If such a contract has been terminated within the last 24 months, state in ***Paragraph 10*** below the reason for or circumstances surrounding the termination.

9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragra rresponds to the information provided)

_____

_____

_____

_____

_____

_____

_____

_____

_____

(Attach additional pages if needed)

Attached are the following:

Certificate of Organization (required by ***Paragraph 5***)
Taxpayer Identification (required by ***Paragraph 9***)

I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.

Betty Hoover
Concepcion Torres
Signature

SUBSCRIBED AND SWORN to before me on this 2nd day of May, 20 11.

Concepcion Torres
Notary Public

Concepcion Torres
Printed Name

03-08-15
Commission Expires

CONCEPCION TORRES
NOTARY PUBLIC
In and for the State of Texas
My commission expires
03-08-2015

(Rev. Sept. 2009)

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

December 27, 2010

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the records of this office

THE HUMANE SOCIETY OF EL PASO, INC.

is exempt from payment of franchise tax and consequently is in good standing with this office.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 27th day of
December 2010 A.D.

Susan Combs
Texas Comptroller

Taxpayer number: 17411564309
File number: 0009367401

Form 05-303(Rev. 1-03/6)

H1

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

THE HUMANE SOCIETY OF EL PASO, INC.
File Number: 9367401

The undersigned, as Secretary of State of Texas, hereby certifies that the statement of change of registered agent/office for the above named entity has been received in this office and has been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 10/06/2008

Effective: 10/06/2008

Hope Andrade
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Office of the Secretary of State

October 06, 2008

Attn: Betty Hoover

Humane Society of El Paso
4991 Fred Wilson Ave,
El Paso, TX 79906 USA

RE: THE HUMANE SOCIETY OF EL PASO, INC.
File Number: 9367401

It has been our pleasure to file the change of registered agent or registered office, or both for the referenced entity. This letter may be used as evidence of the filing and payment of the filing fee.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555

Enclosure

FILED
In the Office of the
Secretary of State of Texas
APR 07 1992
Corporations Section

AMENDED
ARTICLES OF INCORPORATION
OF
EL PASO COUNTY HUMANE SOCIETY, INC.

ARTICLE ONE

The name of the corporation is El Paso County Humane Society, Inc.

ARTICLE TWO

The corporation is organized exclusively for charitable and educational purposes as defined by Section 501(c)(3) of the Internal Revenue Code of 1986 as amended and any corresponding amendments and within the limitation of such purposes will engage in the following activities: the promotion of animal health and welfare.

ARTICLE THREE

The street address of the registered office of the corporation is 325 Shelter Drive, El Paso, Texas, and the name of its registered agent at such address is Cynthia Gongaware.

ARTICLE FOUR

The period of duration of the corporation is perpetual.

ARTICLE FIVE

The corporation shall have no members.

ARTICLE SIX

6.1 A board of Directors, consisting of a number fixed in the Bylaws, but not less than three (3), shall constitute the governing body of the corporation. Vacancies occurring in the Board of Directors by death, resignation or otherwise shall be filled by the remaining Directors in such a manner as set forth in the Bylaws.

6.2 The Bylaws of the corporation shall prescribe the number, terms of office, qualifications and manner of election of the Directors, which provisions may be amended from time to time in such lawful manner as the Bylaws shall prescribe.

6.3 The name and address of the persons who currently serve as the Directors are:

NAME	ADDRESS	
Patsy Parker	1625 Medical Center	El Paso, TX
Ann Davis	605 Meadowlark Drive	El Paso, TX
Linda Forman	7201 Montana Avenue	El Paso, TX
Sam Davis	605 Meadowlark Drive	El Paso, TX
Norton Furman	6376 Los Robles Drive	El Paso, TX
Sharon Haden	204 Columbia Avenue	El Paso, TX
Mark Lenox	2021 Crossroads Drive	El Paso, TX
Patricia Nossov	WBAMC, Box 70010	El Paso, TX
Donald Roberts	1805 Elm Street	El Paso, TX
Anthony Burdett	1574 Common Drive	El Paso, TX
Julia White	State National Bank	El Paso, TX
Micah Johnson	801 N. Oregon Street	El Paso, TX

ARTICLE SEVEN

The corporation is a nonprofit corporation.

ARTICLE EIGHT

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Two above. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other capacities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 as amended.

ARTICLE NINE

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations, organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, of any equivalent provisions of Federal tax law which may exist at the time, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a district court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE TEN

10.1 A Director of the corporation shall not be liable for monetary damages to the corporation for any act or omission in the performance of his duties in the Director's capacity as a Director, except that this Article does not eliminate or limit the liability of a Director to the extent the Director is found liable for:

(1) a breach of the Director's duty of loyalty to the corporation;

(2) an act or omission not in good faith that constitutes a breach of duty of the Director to the corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;

(3) a transaction from which the Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's officer; or

(4) an act or omission for which the liability of a Director is expressly provided for by an applicable statute.

10.2 Unless otherwise provided for by law, in discharging the Director's duties, the Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other data if prepared or presented by:

(1) One or more officers or employees of the corporation whom the Director reasonably believes to be reliable and competent in the matters presented;

(2) Legal counsel, public accountants, or other persons as to matters the Director reasonably believes are within the person's professional or expert competence; or

(3) A committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

A Director is not entitled to so rely if the Director has actual knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 10.2 unwarranted.

10.3 An Officer or Director may, in discharging his duties, consider the effects of any action on officers, employees, suppliers, and beneficiaries of the corporation, and communities in which offices or other facilities of the corporation are located, and any other factors the Officer or Director considers pertinent.

10.4 In the event that any provision of a portion of a provision of this Article Ten is determined to be in conflict with any applicable statute, such provision or portion thereof shall be inapplicable to the extent of such conflict.

10.5 In the event that any provision or portion of a provision of this Article Ten is determined to be invalid, void, illegal, or unenforceable, the remainder of the provisions of this Article Ten shall continue to be valid and enforceable and shall in no way be affected, impaired or invalidated.

10.6 Nothing in this Article Ten shall be construed to diminish, limit or impair any rights or defenses afforded to officers or directors by common law, statute, or other

provisions of these Articles of Incorporation, the Bylaws of the corporation or otherwise, and the provisions of this Article Ten shall be deemed to be cumulative thereto.

10.7 The provisions of this Article Ten shall become effective as of the date of the adoption of Article Ten by the Directors of the corporation, and shall be inapplicable to actions, suits or proceedings pending or any claim or claims made or threatened by notice to the corporation on or prior to such date.

10.8 In the event that any provision or portion of a provision of this Article Ten is amended, such amendment shall become effective as of the date of the adoption of such amendment by the Board of Directors of the corporation, and shall be inapplicable to actions, suits or proceedings pending on such date; any claim or claims made or threatened by notice to the corporation on or prior to such date; or any claim, action, suit or proceeding brought or made after such date and based on an act or omission in the Director's capacity as a Director occurring prior to such date.

10.9 Reference in this Article Ten to Directors or Officers shall be deemed to refer to any person who is or was a Director or Officer of the corporation, any person who is or was an Advisory Director of the corporation, and any person who, while a Director or Officer of the corporation, is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

ARTICLE ELEVEN

At a meeting on February 28, 1992, of the members of which a quorum was present, the Amended Articles of Incorporation were adopted by an affirmative vote of two-thirds of the members present.

DATED: 4/2/92

EL PASO COUNTY HUMANE SOCIETY, INC.

By: Peter Parker
Authorized Officer

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Humane Society of El Paso

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶ Non-Profit Corporation 501 (c)(3)

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4991 Fred Wilson Ave.

Requester's name and address (optional)

City, state, and ZIP code
El Paso, Texas 79906

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
7 4 - 1 1 5 6 4 3 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Betty Hoover Date ▶ 4/29/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

City Of El Paso
Financial Services Department – Purchasing Division

INDEBTEDNESS AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned authority, on this day personally appeared Betty Hoover [FULL NAME] (hereafter "***Affiant***"), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: Humane Society of El Paso [*Contracting Entity's Corporate or Legal Name*] (hereafter, "***Contracting Entity***").
3. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2011-127R GOLF COURSE MANAGEMENT FIRM - DEPARTMENT OF AVIATION,* which is expected to be in an amount that exceeds $50,000.00.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

For Profit Entity (select below):

- ☐ Sole Proprietorship
- ☐ Corporation
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Other (Specify type in space provided below):

_____

For Non-Profit Entity or Other (select below):

- ☑ Non-Profit Corporation
- ☐ Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

Contracting Entity:

Name	Humane Society of El Paso
Business Address [No./Street]	4991 Fred Wilson Ave.
City/State/Zip Code	El Paso, Texas 79906
Telephone Number	(915) 532-6971 # 15
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	74-1156430
Texas Sales Tax Number	1-74-1156430-9

5% Owner(s) or Officers of Unincorporated Association ** (If none, state "None"):

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

**Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "***City***"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low Offeror or successful Offeror that is indebted to the City.

7. Affiant understands that the term "***Debt***" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars ($100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.

8. Affiant understands that the term "***Delinquent***" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.

9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

_____

_____

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

_____

_____

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

Signature

SUBSCRIBED AND SWORN to before me on this 3rd day of May, 20 11.

Notary Public

Concepcion Torres

Printed Name

03-08-2015

Commission Expires

CONCEPCION TORRES
NOTARY PUBLIC
In and for the State of Texas
My commission expires
03-08-2015

(Rev. Sept. 2009)

ATTACHMENT A
CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a Best Value Contract under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

The term of this agreement shall be for THIRTY-SIX (36) MONTHS commencing on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.

2. INVOICES & PAYMENTS

A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.

B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.

C. Invoices will reflect the Contract Number and the Purchase Order Number.

D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.

E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.

F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.

G. Payment will not be due until the above instruments are submitted after delivery and acceptance.

H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.

I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. **INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04] Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY**

AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing

such gratuities.

6. WARRANTY-PRICE

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. TERMINATION [Rev. 06/07/97]

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods

from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Manager of Purchasing determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

20. COMPREHENSIVE GENERAL LIABILITY INSURANCE

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso
Financial Services Department/Purchasing Division
2 Civic Center Plaza, 7th Floor
El Paso, Texas 79901-1196
Attn: MARY JANE LOPEZ, PROCUREMENT ANALYST

Please refer to Bid Number/Contract Number and Title in all correspondence.

Failure to submit insurance certification may result in contract cancellation.

21. WORKERS' COMPENSATION

For the duration of this contract and any extension hereof, Contractor shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: $500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

22. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

IRENE Y. MORALES
INSURANCE & BENEFITS - RISK MANAGER
Telephone: (915) 541-4448
Fax: (915) 541-4220
Email: MoralesIY@elpasotexas.gov

Mail correspondence should be addressed to:

City of El Paso
Insurance and Benefits Division
2 Civic Center Plaza, 3th Floor
El Paso, TX 79901-1196
Attn: IRENE Y. MORALES, RISK MANAGER

Please refer to Bid Number/Contract Number and Title in all correspondence.

23. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and

subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

25. COOPERATIVE PURCHASING

When stated specifically in the solicitation, the City of El Paso may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of El Paso is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor with regard to any purchase by the participating agency. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

INTRODUCTION

The Humane Society of El Paso (HSEP) was established in 1947 for the purpose of preventing cruelty to animals, eliminating sick and rabid dogs from the streets so that children and pets would be protected from disease, and to build a shelter for the care of homeless, unwanted and abused pets. The Mission of the HSEP today holds true to the founders' intent:

> *The Mission of the Humane Society of El Paso is to prevent suffering, neglect, abuse and cruelty to animals, provide information, raise public awareness of animal issues, and promote responsible pet guardianship and kindness toward all living things.*

The HSEP is the oldest and largest animal shelter in the City and County of El Paso, Texas and has remained in continuous operation for over sixty-four years. The HSEP is a private, 501(c)(3) non-profit corporation and it does not receive any funding from the City or County of El Paso, the State of Texas or the federal government. The HSEP is not a member of the United Way of El Paso County, nor is it associated with any national organization such as the Humane Society of the United States. The HSEP is totally dependent on adoption and service fees, fund raising events, donations from the community and grants for all of its operating expenses.

The Humane Society of El Paso and El Paso Animal Control were co-located by the El Paso County Coliseum on Shelter Drive for nearly forty years. For the majority of that time, between 1965 and 2006, the HSEP facilitated adoption services for Animal Control. That collaborative effort was terminated in 2006 due to a severe disease outbreak and Animal Control's relocation to the Fred Wilson site.

Until 2009, the HSEP was the only "open door" shelter in the City and County of El Paso, which meant that the organization did not turn away any pet being surrendered by the owner unless the animal was very ill or extremely aggressive. A sad result of that policy meant that the HSEP was considered a "kill shelter" and had a very high euthanasia rate. Fortunately, in 2009 the HSEP Board of Directors determined that a new direction was warranted and took the dynamic step of becoming an open door no-kill shelter. On January 1, 2010, the HSEP opened with a new philosophy and business model as a no-kill shelter. To help promote the new philosophy, the HSEP partnered with several local private businesses to host weekly off-site adoption programs and followed a retail business model that expanded adoption hours and opened the shelter on most major holidays, when other adoption agencies are closed. This endeavor proved

to be very successful in increasing adoptions. For example, on New Years Day 2010 the HSEP facilitated eighteen adoptions and on New Years Day 2011, fifty-eight animals found a new home. In addition the HSEP promotes monthly "adoption specials" where adoption fees for long term residents are reduced. Adoption rates for the first quarter of 2011 are the highest since 2007.

In 2010 the HSEP took in over 2600 unwanted pets and re-homed 2700 animals that were in the shelter's care. The majority of the animal residents at the HSEP are relinquished by their owners who, for a variety of reasons, can no longer care for them or no longer want to. When space permits, the HSEP works with El Paso Animal Services to transfer adoptable pets to the HSEP facility where they can be re-homed. To date, the HSEP has transferred 221 pets from El Paso Animal Services during 2011.

Humane Society of El Paso's Offer to Provide On-Site Adoption Services At El Paso Animal Services

The Humane Society of El Paso (HSEP) is offering this response to RFP 2011-214R, On-Site Animal Adoption Services for the City of El Paso's, Public Health Department, Animal Services Division.

The HSEP is committed to providing animal adoption services including qualifying prospective adoptive pet parents through individual interviews, observation of prospective adopters and the animal, and written questionnaires. The HSEP will register all adopted pets with the City required Rabies License/Certificate and a Microchip at the Animal Services Building during the hours that Animal Services is open to the public. In addition, the HSEP will maintain adoption data, in accordance with internal HSEP data management systems and will provide Animal Services with monthly reports on the number of animals adopted and returned. The HSEP has a 64 year history of providing animal adoption services and facilitates an average of 225 adoptions monthly. The HSEP is open seven days a week, 362 days a year.

All adopted pets will be released in accordance with City and HSEP guidelines with appropriate instructions for care including but not limited to; post operative surgical care, introducing the pet to a new home and various print and on-line resources to ensure a successful placement.

The HSEP will staff the On-Site Animal Adoption Center with a qualified staff of four individuals who will be trained as Adoption Counselors and Animal Handlers. These individuals will be supervised by the Executive Director and Management of the HSEP. Project staff will be recruited and hired upon notification of contract award. The HSEP also intends, should it be awarded the contract, to utilize agency volunteers to assist the staff members with facilitating the adoptions. The HSEP understands that all HSEP volunteers at Animal Services must be vetted through the City Volunteer Application and Approval Process prior to authorization to provide adoption services. Proposed position descriptions for the Adoption Counselor Positions are included in Appendix A.

The HSEP is cognizant of the fact that one of the goals of the on-site adoption program at Animal Services is to reduce the current adoption fee with the objective of increasing adoptions. The HSEP believes that the current adoption fee is appropriate to ensure quality homes for the animals adopted. In accordance with HSEP policy, the HSEP will incur additional costs in preparing the animals for adoption by ensuring that each adopted dog receives a DA2PP,

Bordatella and a Heartworm test for a total cost of $10.83 per animal prior to release. Each adopted cat will be tested for FVRCP and FELV for a total cost of $19.38 per animal. The HSEP will also provide limited follow up care for animals adopted from El Paso Animal Services in accordance with HSEP policy. The HSEP facilitates an average of 225 adoptions monthly and holds monthly adoption incentive promotions wherein selected animals have a reduced adoption fee. It is the intent of the HSEP to include all of the adoptable animals at El Paso Animal Services in these promotions as well.

The Humane Society of El Paso has an outstanding reputation in El Paso as an animal adoption agency which is demonstrated by the fact that the agency has won the "Best Place to Adopt a Pet" award from the El Paso Media Group for the last four years and the "Best of The Best" award as the Best Place to Get a Pet from *What's Up Magazine* for the last two years. Partnering with the HSEP to provide on-site adoptions will help reduce the sometimes negative community perception of El Paso Animal Services and foster a positive experience for community members seeking to adopt an animal companion. The HSEP envisions that the partnership will make joined campuses the premiere Animal Adoption Center in El Paso.

The Humane Society of El Paso is currently a defendant in a lawsuit filed against the agency by Six Kingdoms Enterprises, LLC, d/b/a/ Petland El Paso in the 205th Judicial District Court of El Paso. The Humane Society contends that this pending litigation will not affect the performance of on-site adoptions at El Paso Animal Services.

Humane Society of El Paso
Knowledge and Experience with Area Animal Welfare Organizations

Established in 1947, The Humane Society of El Paso (HSEP) has been an integral component of El Paso and the animal welfare community for six decades and is very familiar with El Paso demographics and neighborhoods. Until the early 1980's it was the only non-profit animal shelter in the City and County of El Paso. In the early years, between 1950 and 1965, the HSEP served as the Animal Control Authority for the County of El Paso, retrieving stray and abandoned animals from all parts of the city and county. Additionally, the HSEP was a pioneer in helping to reduce and eliminate rabies from the El Paso community in the early 1960's. The HSEP, in collaboration with the City County Health Unit, established free rabies vaccination clinics at Health Unit Clinics located in strategic neighborhoods throughout the city and county. These sites ranged from Clint on the east side of the county to Canutillo on the northwest side of the county. Today, the HSEP remains a vital resource for all of El Paso, participating in health and career fairs, community events, church bazaars, and providing humane education for all segments of the city.

In 2001 the HSEP worked closely with a number of animal welfare activists on the Animal Health and Welfare Committee to draft a business plan for El Paso to become a NO Kill Community by 2013. Although the plan was not adopted by the City Council, the cooperation amongst the committee members, showed a true passion to help El Paso evolve toward a more humane community.

The HSEP maintains a collegial relationship with all of the Animal Welfare groups throughout the city and the county. In an effort to break down the sometimes factitious relationships between some of the existing groups, the HSEP, in 2007, partnered with El Paso Saddleblanket Company to bring all of the groups together for the first ever Dog Lovers Fair. All animal welfare groups are invited to this now annual event, with the single goal of promoting responsible pet adoption, and showcasing the many resources available for pet owners. Last year, 10 local rescue groups/shelters participated and over 60 pets were adopted at the event.

In 2010, the HSEP actively participated with the Animal Welfare Coalition to re-write Title 7 of the City Municipal Code in an effort to increase enforcement of the law and reduce the euthanasia rate in the city. The Executive Director of the HSEP was asked by the Mayor to be a member of his task force on Title 7. The HSEP was the first permitted Animal Welfare Organization under the new Title 7

and has been a Rescue Partner with El Paso Animal Services since 2008. The Executive Director of the Humane Society of El Paso sits on both the Animal Welfare Advisory Committee and the Animal Shelter Advisory Committee.

References from animal welfare organizations in the El Paso community who can vouch for the credibility of the Humane Society of El Paso as a reputable animal adoption agency may be obtained from the following organizations:

Loretta Hyde
Animal Rescue League of El Paso
7256 La Junta
Cantuillo, TX 79835
(915) 877-5002
(915) 443-5092

Dawn Post
Great Dane Rescue of El Paso
P.O. Box 290567
El Paso, TX 79927
(915) 852-3462
(915) 526-0617

Connie Jimemez
Golden Retriever Rescue of New Mexico/El Paso
P.O. Box 370296
El Paso, TX 79937
(915) 920-0958

Annick Dellman-Schafer
Southwest Collie Rescue
751 Espolon Dr.
El Paso, TX 79912
(915) 584-0033

The Humane Society of El Paso
Qualifications of Personnel

The on-site adoption program at El Paso Animal Services will be overseen and directly supervised by the Humane Society of El Paso (HSEP) Executive Director, Betty Hoover with assistance from Arthur Westbrook, Kennel Operations & Business Manager, Melissa Rodriguez, Volunteer & Community Outreach Coordinator and Priscilla Morales, Customer Service Supervisor.

The HSEP anticipates hiring a full-time Adoption Program Coordinator, two full time Adoption Counselors and a part-time Adoption Counselor to facilitate adoptions on-site at El Paso Animal Services. This team will work in harmony with the HSEP staff to provide excellent customer service and quality adoptions with the goal of saving animals' lives and fostering responsible pet guardianship. These individuals will be recruited and hired if the HSEP is offered the contract.

Ms. Hoover is a licensed LMSW (retired) with a Bachelors Degree in Social Work from the University of Kansas and nearly thirty years of non-profit management experience in the El Paso area. She served as the Chief Executive Officer of Planned Parenthood Center of El Paso for fifteen years where she oversaw a budget of nearly two million dollars and a staff of eight-five. Prior to her tenure at Planned Parenthood, she acted as the Program Director for the Maternal & Infant Health Improvement Program at Texas Tech University Health Science Center, and she worked as Program Administrator for the El Paso City-County Health and Environmental District in the Maternal & Child Health Improvement Program. She has been the Executive Director of the Humane Society of El Paso since May of 2007. Ms. Hoover grew up in Kansas City, Kansas and upon graduation from the university moved to Arizona where she spent nearly ten years working for the Maricopa County Department of Health Services as a Social Worker. She has made El Paso her home since 1981. Ms. Hoover will be responsible for negotiating the final contract between the HSEP and the Department of Public Health, preparing the final budget and overall management of the Animal Services Adoption Program as well as recruiting and supervising the Animal Services Adoption Coordinator.

Arthur Westbrook has been employed with the HSEP since 2002. He has served in a variety of capacities since initial employment including, front office assistant, assistant to the Director, and Business Manager. Currently he holds the title of Kennel Operations and Business Manager and is responsible for overseeing all kennel operations including animal care and feeding, cleaning of the kennels and animal shelter enclosures, and daily assessment of the animal residents. Additionally, Mr. Westbrook supervises, trains and provides staff development for

the Animal Care/Kennel Associates. He is also responsible for assisting the Executive Director with the day to day operations of the organization. Prior to working with the HSEP, he worked as a computer network technician for LaLa Imports. Mr. Westbrook grew up in El Paso and is a graduate of Jesus Chapel. He will be responsible for assisting the Executive Director with management of the Animal Services Adoption Program and in training the new staff on how to handle the animals and on cleaning protocols.

Melissa Rodriguez is the Volunteer and Community Outreach Coordinator for the HSEP. She has a Bachelors Degree in Animal Science from Texas A & M and has been employed by the HSEP since March of 2006. She began her career with the HSEP as a veterinary assistant and quickly moved into a management position in the position she holds now. She will be responsible for coordinating the volunteer component of the program. Ms. Rodriguez grew up in El Paso and attended and graduated from Montwood High School.

Priscilla Morales has been with the HSEP since February of 2000. She started as a front desk clerk and is now the front office Customer Service Supervisor. She oversees a staff of two associates and is responsible for helping to screen potential adopters, facilitating the adoptions and ensuring that customer concerns are handled in a professional and courteous manner. Prior to her employment at the HSEP, she worked as the front office manager for a local pediatric dental office. Ms. Morales grew up in El Paso and is a graduate of Austin High School. She will be responsible for training the new Animal Services Adoption Coordinator and Counselors on the HSEP adoption services protocol and on how to use the HSEP Shelter Manager Software program.

HSEP management resumes are attached in Appendix B.

Humane Society of El Paso
Knowledge and Experience with City of El Paso Animal Services Program

For the past forty-six years, the Humane Society of El Paso (HSEP) and El Paso Animal Services have shared a unique bond. Until 1965, the HSEP was the entity tasked with rabies control, picking up strays, cruelty investigations and other enforcement tasks. In April of 1965, a City Animal Control Department was organized and took over the enforcement duties. A new facility to house that department was built next door to the HSEP shelter, on Shelter Drive by the County Coliseum. Animal Control did not have an adoption program so the HSEP worked with Dr. Hutchison, Director of Animal Control, to ensure that adoptable animals held at the Animal Control facility could be adopted through the HSEP. The HSEP continued to facilitate adoptions for Animal Control until 2006 when a disease outbreak and other logistical issues arose after Animal Control moved to the new facility on Fred Wilson.

In August of 2008 the HSEP moved to its new location, next door to El Paso Animal Services, in Northeast El Paso. At the time of the move, the HSEP complex was still under construction and Animal Services was extremely instrumental in helping the HSEP function; allowing the HSEP access to water to clean the kennels (which had to be hand carried in buckets from Animal Services to the HSEP kennels), the use of their surgical suite and pre and post op holding areas, restroom facilities for staff and visitors, and moral support. Many of the Animal Services staff members, cognizant of the HSEP's plight, volunteered their time to help with the daily tasks of running a facility under construction on their days off.

Today, the HSEP and Animal Services enjoy a very amicable relationship. The HSEP was the first registered and permitted Animal Welfare Organization under Title 7 of the El Paso Municipal Code and is a Rescue Partner with Animal Services. The HSEP rescues an average of 65 pets a month from Animal Services. The HSEP education section partners frequently with the educators at Animal Services to participate in community events like Dia De Los Niños. The two agencies have also collaborated on national promotions such as Spay Day USA and held and coordinated dual-agency adoption fairs. In the spirit of cooperation, the HSEP contract veterinarian assists Animal Services in emergency situations and the Animal Services Veterinarian assists the HSEP when the HSEP veterinarian is not on-site. HSEP staff members are afforded access to a variety of training opportunities at Animal Services which have proved extremely helpful in ensuring quality animal care and shelter management at the HSEP.

Humane Society of El Paso
Statement of Self-Sufficiency

The Humane Society of El Paso (HSEP) has been in business since December of 1947. The HSEP receives no funding from the City or County of El Paso, the State of Texas or the federal government. The HSEP is not a member agency of the United Way of El Paso County and is totally dependent on service fees, fund raising events, donations from the community and grants for all operating expenses. For 64 years the HSEP has sustained itself through progressive and innovative animal adoption programs and a variety of fund raising activities.

Moreover, in 1994, a group of concerned and dedicated HSEP supporters formed The Humane Society of El Paso Endowment Corporation. The Endowment Corporation is recognized as a supporting organization to the Humane Society of El Paso as defined in Section 509(a)(3)(A) of the Internal Revenue Code. The Purpose of the Endowment was to ensure the operating and capital requirements of the agency in perpetuity. The Endowment is fully functional today and its Board of Directors utilizes a variety of sound investment strategies to ensure the Humane Society of El Paso will survive.

To help support the HSEP's claim of financial viability, copies of the HSEP's year end Profit & Loss Statements for the last five years are attached in Appendix C.

Humane Society of El Paso
Past Relationship/Performance with the City

The Humane Society of El Paso (HSEP) has not had any contractual agreements with the City of El Paso in the last five years. However, the HSEP contends that this should not disqualify the HSEP as a capable adoption partner for the Animal Services Division.

The HSEP and El Paso Animal Services have a long history together in the El Paso Community. The El Paso City Animal Control Department was created in April of 1965 to pick up stray animals, enforce quarantines, investigate bite instances, check on and euthanize possibly rabid animals, and to enforce vaccination registration requirements. The newly formed department did not have an adoption program and arrangements were made for the HSEP to handle all adoptions for the department. The HSEP continued to act as the adoption partner for Animal Control, now El Paso Animal Services, for forty six years, until 2006. This partnership was terminated due to a disease outbreak and logistical issues after Animal Services moved to its present location. The HSEP is currently a Rescue Partner with El Paso Animal Services and rescues an average of 65 pets a month from the shelter.

The HSEP has the will, determination and resources to successfully perform on-site adoption services for the City of El Paso at its Animal Services facility.

APPENDIX A

Humane Society of El Paso
Position Description

Job Title: Animal Adoption Counselor Coordinator
Department: Animal Services On-Site Adoption Program
Classification: Full Time, Hourly, Non-Exempt
Reports To: Executive Director
Supervises: Animal Adoption Counselors & Assigned Volunteers

Position Summary: The Animal Adoption Counselor Coordinator is responsible for the overall operations of the HSEP Animal Services On-Site Adoption Program which includes animal adoption services, data entry, record keeping and supervision of assigned staff members. The Coordinator ensures quality, consistent, customer service by supervising, coaching, and supporting assigned staff members and volunteers.

Duties and Responsibilities:

Supervision of Animal Adoption Counselors and Assigned Volunteers

- Ensures that the public receives quality and consistent customer service from the Animal Adoption Counselor staff and volunteers
- Assigns daily work projects and opening/closing duties to staff
- In conjunction with the Executive Director, conducts performance evaluations of Counselors, counsels Counselors as needed and maintains occurrence and counseling reports
- May develop and schedule training for Counselors as needed to improve service delivery and overall functioning of the program
- Provides training and guidance to volunteers assigned to assist with the program

Performs Customer Service and Animal Adoption Services

- Facilitates animal adoptions, provides adoption counseling/selection assistance, enters required data into the computer, completes necessary paperwork and performs follow-up services as necessary
- Educates customers on animal health, welfare, behavior and responsible pet guardianship
- Handles customer grievances
- Answers telephones and directs customers appropriately
- Oversees data entry for all program statistics and produces special reports as requested
- Maintains program documents and files and an inventory of office supplies
- Keeps work area clean and orderly
- Promotes and advises customers on HSEP programs and services

- Responsible for overseeing the cash box and ensuring that it balances at the end of each day
- Ensures that the get acquainted courtyard is clean and sanitary to protect the health and safety of the animals and customers
- May be required to run errands to support program needs

Organizational Leadership

- Analyzes problems and initiates strategies for work improvement
- Keeps Executive Director informed of concerns, employee performance issues, progress of strategies for improvement and customer issues
- Performs all Animal Adoption Counselor duties as necessary to facilitate smooth functioning of the program
- Actively supports and leads staff and volunteers in a manner that advances the goals and mission of the HSEP and the program
- Represents the HSEP in a professional and courteous manner at all times
- Provides quality service to customers, volunteers and other staff members
- Follows safety guidelines, takes immediate action to correct any safety concern that could place an employee, volunteer, customer and/or the organization at risk
- Other duties as assigned

Qualifications

Associates Degree preferred, High School Degree required with two years of customer service and supervisory experience. Prefer a minimum of one year experience in the animal health and welfare area. Must possess a valid Drivers License and an insurable driving record.

Knowledge, Skills, and Abilities

- Knowledge of animal behavior, health, handling and breed characteristics
- Knowledge of supervisory techniques and humane resource management including staff coaching, employee relationships and conflict resolution
- Effective verbal and written communication skills
- Excellent communication and leadership skills
- Skill and ability to use a computer and work in a Windows environment
- Ability to work in a fast-paced, multi-task work environment
- Ability to exercise good judgment when dealing with the public, staff and volunteers
- Ability to prioritize and perform duties efficiently and effectively with at high degree of independence
- Ability to exercise good judgment when dealing with confidential information regarding the public, employee issues and animal related concerns

- Ability to perform physical work: scrubbing, mopping, and lifting between 25 – 50 lbs. with reasonable accommodation
- Ability to work with animals, disinfectants and cleaning supplies
- Ability to stand up and walk around for up to 8 hours a day
- A commitment to the mission of the HSEP and to animal health and welfare

Working Conditions

Work is performed in an animal shelter setting with the potential for exposure to high noise levels, zoonotic disease, animal bites and scratches. Work is performed indoors and outdoors with exposure to cleaning agents in the kennel area. Frequent walking, standing, bending and stooping are required for up to 8 hours a day to perform essential job functions. Regular lifting of up to 50 lbs. with reasonable accommodation is required.

This position description in no way states or implies that these are the only duties to be performed by the employee filing this position. Employees will be required to follow any other job related duties delegated by their supervisor or the Executive Director. This document does not create an employment contract implied or otherwise, other than an "at-will" relationship. The HSEP may require a pre-employment criminal background check and drug test.

_____

Employee Name

_____

Employee Signature

_____

Date

_____

Executive Director Signature

_____

Date

Humane Society of El Paso
Position Description

Job Title:	Animal Adoption Counselor
Department:	Animal Services On-Site Adoption Program
Classification:	Full or Part Time, Hourly
Reports To:	Animal Adoption Counselor Coordinator
Supervises:	No One

Position Summary: The Animal Adoption Counselor provides assistance to customers with animal adoptions, answers telephones, completes animal adoption paperwork and inputs required data into the computer.

Duties and Responsibilities:

- Provides quality service to customers, volunteers and other staff members including promptly answering the telephone and answering customer questions
- Educates customers on responsible animal guardianship and care
- Facilitates animal adoptions, provides adoption counseling/animal selection assistance, enters required data into the computer, completes necessary paperwork and performs follow-up services as necessary
- Assists customers seeking adoptable pets
- Processes and reports required information for animal microchipping and licensing
- Keeps office area and get acquainted courtyard clean and orderly
- Performs daily cleaning of the get acquainted courtyard and follows cleaning and disease control protocols to ensure a safe, healthy environment for animals and customers
- Promotes HSEP programs, events, and special projects to the public and volunteers and participates in events as requested
- Actively supports co-workers and volunteers to maintain efficient customer service as needed
- Represents the HSEP in a professional and courteous manner at all times to customers, volunteers, and other staff members
- May assist in training of new staff members or volunteers
- Other duties as assigned

Qualifications

High School Diploma or completion of a certified GED program with one year experience in customer service. Prefer some experience in handling animals and familiarity of animal issues. Must possess a valid Driver's License with an insurable driving record.

Knowledge, Skills and Abilities

- Knowledge of animal health, breed, behavior and handling
- Skill in customer service and dealing with a variety of people
- Skill and ability to use a computer and work in a Windows environment
- Ability to read and understand English. Bilingual in English/Spanish preferred
- Ability to work with animals, disinfectants and cleaning supplies
- Ability to work in a fast passed environment
- Ability to prioritize and perform duties efficiently and effectively with an adequate amount of independence
- Ability to perform some physical work such as scrubbing, mopping, lifting 25 – 50 lbs with reasonable accommodation
- Ability to stand up and walk around for up to 8 hours a day

Working Conditions

Work is performed in an animal shelter setting with the potential for exposure to high noise levels, zoonotic disease, animal bites and scratches. Work is performed indoors and outdoors with exposure to cleaning agents in the kennel area. Frequent walking, standing, bending and stooping are required for up to 8 hours per day to perform essential job functions. Regular lifting of 25 – 50 lbs with reasonable accommodation is required.

This job description in no way states or implies that these are the only duties to be performed by the employee filing this position. Employees will be required to follow any other job related duties delegated by their supervisor or the Executive Director. This document does not create an employment contract implied or otherwise, other than an "at-will" relationship. The HSEP may require a pre-employment criminal background check and drug testing.

_____

Employee Name

_____

Employee Signature

_____

Date

_____

Executive Director Signature

_____

Date

APPENDIX B

Mary Elizabeth (Betty) Hoover
612 Timber Oaks
El Paso, Texas 79932
(915) 532-6971, ext: 15

Professional Experience

May 2007 – Present
Executive Director
Humane Society of El Paso, El Paso, Texas

September 1991 – May 2007
Executive Director/Chief Executive Officer
Planned Parenthood Center of El Paso, El Paso, Texas

November 1998 – September 1991
Program Director
Maternal & Infant Health Improvement Program
Gestational Diabetic and High-Risk Maternity Program
Texas Tech University Health Science Center, El Paso, Texas

October 1983 – November 1988
Program Administrator
Department of Social Work Services
Maternal & Child Health Improvement Programs
El Paso City-County Health and Environmental District, El Paso, Texas

August 1981 – October 1983
Director of Education and Counseling
Planned Parenthood Center of El Paso, El Paso, Texas

September 1981 – August 1981
Family Planning Specialist
Planned Parenthood Center of El Paso, El Paso, Texas

September 1972 – September 1981
Social Worker
Maricopa County Department of Health Services, Phoenix, Arizona

Education and Certification

Licensed Master Social Worker (LMSW) State of Texas (*Retired*)	1994
Certified Social Worker State of Texas	1984
Bachelor of Social Welfare (BSW) University of Kansas	1972

Volunteer Activities

Volunteer "Foster Parent" for Greyhound Pets of America	2000 – 2006
Texas Association of Planned Parenthood Affiliates Board Member	2004 - 2006
The Texas Family Planning Association Board Member, Secretary, Vice-President, President	1992 – 2006
Planned Parenthood Center of El Paso Board Member	1983 - 1990
Texas Perinatal Association, Member	1987 – 1989
Arizona Community Development on Abuse & Neglect Board of Advisors	1975 – 1978

Awards & Recognitions

YWCA - REACH Award Winner	1999
Graduate of Leadership El Paso, Class 18	1996
El Paso Commission for Women El Paso Women's Hall of Fame – Health Care Category	1996
Outstand Young Woman of America	1984

Arthur Westbrook IV

10340 Uvalde Place • El Paso, TX 79924 • (915) 821-5945

Career Objective

I would like to obtain employment in an environment where my skills, coupled with my high degree of motivation, will be of mutual benefit.

Education

El Paso Community College, El Paso, Texas.
919 Hunter Dr.
El Paso, TX 79915
Major: Business Administration.

Employment History

January 2002 to Present

El Paso Humane Society, El Paso, Texas • Kennel Manager

Directly supervise kennel staff. Repsonsible for ensuring the maximum standard of care is provided for al animals sheltered at the Humane Society of El Paso. In charge of all operations in the absence of Executive Director

October 2001 to January 2002

El Paso Humane Society, El Paso, Texas • *Contract Work :*

Installed new equipment and reconfigured existing workstations. Provided maintenance on an NT file server. Provided procedural guide-lines which improved network manageability saving this organization approximately $ 5,000 to $10,000 dollars. Established a reseller relationship on behalf of the Humane Society by which equipment ordering was streamlined..

February 2000 to September 2001

La La Imports, El Paso, Texas • *Computer Operator:*

Responsible for the smooth operation of all networked Notebook Computers, Workstations and Servers. Workstations were using a Windows 95/98/NT/2000 platform. Servers were utilizing Novell 5.0 and 4.10 NOS.

Performed and logged daily backups. Printed and distributed daily, weekly, and monthly reports in a timely manner. Performed daily and monthly transaction posting and processing. Maintained workstations, peripherals, and servers. Administered a 45 user network.

June 1999 to February 2000

Taco Bell Corporation, El Paso Texas • *Cashier:*

Responsible for maintenance of Customer area. Take food orders from customers.

Other skills and characteristics:

Bilingual in English and moderately in Spanish .
Able to work with different personalities.
Dependable and punctual.
Microsoft Office Professional Suite
Microsoft FrontPage

Melissa Rodriguez

1720 Desert Sun, El Paso, TX 79928
915-252-6611
Aggiegrl217@yahoo.com

EDUCATION Bachelor of Science in Animal Science, May 2005
Texas A&M University, College Station, Texas

EXPERIENCE

The Humane Society of El Paso, Community Outreach Coordinator, January 2007-Present

- Oversee the Volunteer, Foster and Education Programs and Off-site Adoptions.
- Responsible for all records and training of volunteers and foster parents.
- Conduct and update training classes and materials used.
- Ensure visibilityof the Humane Society in the community by participating in events.
- Organize and assist various fundraisers throughout the year.

The Humane Society of El Paso, Vet. Tech., March 2006- January 2007

- Counseled new owners on the proper care for their new pet.
- Gave instructions on caring for their pet after surgery.
- Answered phones, prepared paperwork for adopted animals and assisted the veterinarian.
- Ordered supplies needed for the Veterinary Clinic.
- Administered micro-chips, rabies' vaccines, and various medications.
- Prepped dogs and cats for surgery, surgical packs and cleaned cages.

Wildlife Rescue & Rehabilitation, Inc. Internship, Kendalia, Texas Jan. 2006-Feb. 2006

- Operated the phones and assisted in various projects.
- Cleaned enclosures and cages of various wildlife.
- Worked in the Vet Clinic and administered medications to animals.
- Worked with opossums, raccoons, porcupines, turtles, sheep, geese, emus, cattle, pigeons, vultures, turkeys, feral pigs, squirrels, rabbits, etc.
- Prepped food for the carnivores, omnivores, and primates at the sanctuary.

International Service Learning Trip, Costa Rica & Nicaragua,Vet. Team Member, May 15-28, 2004

- Administered de-wormer and vitamin injections to cattle, horses, dogs, and cats.
- Participated in spaying and neutering of dogs, cats, calves and pigs.
- Observed various medically-needed cases in horses, cattle, and dogs.

PERSONAL

Enjoy helping and assisting others - Highly creative - Quick learner-
Conversational Spanish skills – skilled in Microsoft Office

APPENDIX C

3:21 PM
04/28/11
Accrual Basis

Humane Society of El Paso
Profit & Loss
January 2006 through December 2010

	2006	2007	2008	2009	2010
Ordinary Income/Expense					
Income					
4200 · Contributions	560,700.60	405,676.43	369,642.54	334,429.06	351,871.89
4400 · Program Services	476,739.43	364,697.65	325,987.96	345,391.19	388,192.95
4500 · Interest & Dividend Income	9,124.71	14,015.02	8,899.24	1,482.86	1,077.93
4600 · Royalties	2,433.83	1,475.70	1,596.02	410.37	1,361.44
Total Income	1,048,998.57	785,864.80	706,125.76	681,713.48	742,504.21
Gross Profit	1,048,998.57	785,864.80	706,125.76	681,713.48	742,504.21
Expense					
Administrative Expenses	657,777.97	521,790.37	489,917.04	538,829.12	548,003.47
Community Support Expenses	28,238.38	1,282.67	3,790.13	1,007.75	2,526.83
Contribution Generation Expense	71,745.89	40,777.38	47,716.04	62,159.48	55,215.31
Kennel Operations Expenses	142,776.04	99,509.00	113,617.50	120,677.09	102,472.44
Veterinary Expenses	104,059.95	94,869.01	130,163.09	134,558.47	152,569.37
6400 · New HSEP Shelter	518.40	0.00	0.00	0.00	0.00
6420 · CC Expenses	59,095.47	0.00	0.00	0.00	0.00
Total Expense	1,064,212.10	758,228.43	785,203.80	857,231.91	860,787.42
Net Ordinary Income	-15,213.53	27,636.37	-79,078.04	-175,518.43	-118,283.21
Other Income/Expense					
Other Income					
Endowment, Legacies & Bequests	349,483.97	129,368.05	1,627,939.87	545,275.64	273,646.08
7000 · Other Income	7,407.15	20,770.36	32,935.60	6,827.56	2,215.33
Total Other Income	356,891.12	150,138.41	1,660,875.47	552,103.20	275,861.41
Other Expense					
6080 · Depreciation	27,675.00	25,565.00	132,840.74	114,543.99	118,384.08
7100 · Other Expenses	14,269.48	3,896.11	9,912.71	-20,797.51	16.24
Total Other Expense	41,944.48	29,461.11	142,753.45	93,746.48	118,400.32
Net Other Income	314,946.64	120,677.30	1,518,122.02	458,356.72	157,461.09
Net Income	**299,733.11**	**148,313.67**	**1,439,043.98**	**282,838.29**	**39,177.88**

C1

APPENDIX D

HUMANE SOCIETY OF EL PASO
PROJECTED STATEMENTS OF REVENUES AND EXPENSES
for the Initial Two Year Contract of the El Paso Animal Shelter Adoption Services

	Year 1	Year 2	
REVENUES:			
Adoption Service Income	240,000	252,000	200 pets/mo, $100
Total Revenues	240,000	252,000	5% anticipated increase in adoptions for Year 2
EXPENSES:			
Salaries & Wages	56,420	56,420	1 fte @$9 plus 2 fte @7.25 plus 1 pte @7.25
Payroll Taxes	6,233	6,233	7.65% fica, 3% unemp ins, +56/emp futa
Employee Benefits	7,925	9,510	Employee health insurance in accordance with HSEP policy
Staff Training & Development	10,000	3,100	Employee training and staff rabies vaccinations
Vet & Vaccine Supplies	62,841	65,983	DHLPP & FVRCP vaccine, syringes, needles, FELV and Heartworm test
Veterinarian Services	24,000	25,200	To provide limited follow-up care to adopted animals in accordance with HSEP policies
Microchip Registration	24,000	25,200	200/mo X $10 X 12
Equipment Rental	1,500	1,575	Copy Machine
Office Supplies	2,460	1,942	Office Supplies & Furniture (Filing Cabinet, Office Chairs, etc.)
Misc. Supplies	2,461	2,584	Uniforms, slip leads, disinfectant for meet and great area
Insurance	1,470	1,544	Worker Compensation and Liability insurance
Credit Card Fees	768	806	Fees for taking Credit Cards
	200,078	200,097	
Contingency @ 20%	40,016	40,019	
Depreciation	400	400	

Cost of treating heartworm	
no of animals	**72**
treatment cost	**160**
total cost	**11520**
Included in vet and vaccine supplies	

Notes: Office supplies includes 150 for cc machine
Year 2 assumes 5% increase in non-payroll operating expenses and 20% increase in health insurance.

APPENDIX E

Humane Society of El Paso
Client List

The following companies have used the Humane Society of El Paso to provide animal adoption services at their respective business locations.

El Paso Saddleblanket Company
6926 Gateway East
El Paso, Texas 79915
Contact: Bonnie Henson
Phone #: 544-1000

Pet's Barn/Valley Feed
368 N. Yarbrough Dr.
El Paso, TX 79915
Contact: Dean Travis
Phone #: 595-2917 ext. 102

Mission Chevrolet
1316 George Dieter
El Paso, TX 79936
Contact: Jerry Slaughter
Phone: 526-1976

APPENDIX F

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248222025
Sep. 02, 2008 LTR 4168C E0
74-1156430 000000 00 000
00024648
BODC: TE

HUMANE SOCIETY OF EL PASO INC
4991 FRED WILSON AVENUE
EL PASO TX 79906

000076

Employer Identification Number: 74-1156430
Person to Contact: R Clemons
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Aug. 21, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in April 1949, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

APPENDIX G

FILED
In the Office of the
Secretary of State of Texas
APR 07 1992
Corporations Section

AMENDED
ARTICLES OF INCORPORATION
OF
EL PASO COUNTY HUMANE SOCIETY, INC.

ARTICLE ONE

The name of the corporation is El Paso County Humane Society, Inc.

ARTICLE TWO

The corporation is organized exclusively for charitable and educational purposes as defined by Section 501(c)(3) of the Internal Revenue Code of 1986 as amended and any corresponding amendments and within the limitation of such purposes will engage in the following activities: the promotion of animal health and welfare.

ARTICLE THREE

The street address of the registered office of the corporation is 325 Shelter Drive, El Paso, Texas, and the name of its registered agent at such address is Cynthia Gongaware.

ARTICLE FOUR

The period of duration of the corporation is perpetual.

ARTICLE FIVE

The corporation shall have no members.

ARTICLE SIX

6.1 A board of Directors, consisting of a number fixed in the Bylaws, but not less than three (3), shall constitute the governing body of the corporation. Vacancies occurring in the Board of Directors by death, resignation or otherwise shall be filled by the remaining Directors in such a manner as set forth in the Bylaws.

6.2 The Bylaws of the corporation shall prescribe the number, terms of office, qualifications and manner of election of the Directors, which provisions may be amended from time to time in such lawful manner as the Bylaws shall prescribe.

6.3 The name and address of the persons who currently serve as the Directors are:

NAME	ADDRESS	
Patsy Parker	1625 Medical Center	El Paso, TX
Ann Davis	605 Meadowlark Drive	El Paso, TX
Linda Forman	7201 Montana Avenue	El Paso, TX
Sam Davis	605 Meadowlark Drive	El Paso, TX
Norton Furman	6376 Los Robles Drive	El Paso, TX
Sharon Haden	204 Columbia Avenue	El Paso, TX
Mark Lenox	2021 Crossroads Drive	El Paso, TX
Patricia Nossov	WBAMC, Box 70010	El Paso, TX
Donald Roberts	1805 Elm Street	El Paso, TX
Anthony Burdett	1574 Common Drive	El Paso, TX
Julia White	State National Bank	El Paso, TX
Micah Johnson	801 N. Oregon Street	El Paso, TX

ARTICLE SEVEN

The corporation is a nonprofit corporation.

ARTICLE EIGHT

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Two above. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other capacities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 as amended.

ARTICLE NINE

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations, organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, of any equivalent provisions of Federal tax law which may exist at the time, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a district court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE TEN

10.1 A Director of the corporation shall not be liable for monetary damages to the corporation for any act or omission in the performance of his duties in the Director's capacity as a Director, except that this Article does not eliminate or limit the liability of a Director to the extent the Director is found liable for:

(1) a breach of the Director's duty of loyalty to the corporation;

(2) an act or omission not in good faith that constitutes a breach of duty of the Director to the corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;

(3) a transaction from which the Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's officer; or

(4) an act or omission for which the liability of a Director is expressly provided for by an applicable statute.

10.2 Unless otherwise provided for by law, in discharging the Director's duties, the Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other data if prepared or presented by:

(1) One or more officers or employees of the corporation whom the Director reasonably believes to be reliable and competent in the matters presented;

(2) Legal counsel, public accountants, or other persons as to matters the Director reasonably believes are within the person's professional or expert competence; or

(3) A committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

A Director is not entitled to so rely if the Director has actual knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 10.2 unwarranted.

10.3 An Officer or Director may, in discharging his duties, consider the effects of any action on officers, employees, suppliers, and beneficiaries of the corporation, and communities in which offices or other facilities of the corporation are located, and any other factors the Officer or Director considers pertinent.

10.4 In the event that any provision of a portion of a provision of this Article Ten is determined to be in conflict with any applicable statute, such provision or portion thereof shall be inapplicable to the extent of such conflict.

10.5 In the event that any provision or portion of a provision of this Article Ten is determined to be invalid, void, illegal, or unenforceable, the remainder of the provisions of this Article Ten shall continue to be valid and enforceable and shall in no way be affected, impaired or invalidated.

10.6 Nothing in this Article Ten shall be construed to diminish, limit or impair any rights or defenses afforded to officers or directors by common law, statute, or other

provisions of these Articles of Incorporation, the Bylaws of the corporation or otherwise, and the provisions of this Article Ten shall be deemed to be cumulative thereto.

10.7 The provisions of this Article Ten shall become effective as of the date of the adoption of Article Ten by the Directors of the corporation, and shall be inapplicable to actions, suits or proceedings pending or any claim or claims made or threatened by notice to the corporation on or prior to such date.

10.8 In the event that any provision or portion of a provision of this Article Ten is amended, such amendment shall become effective as of the date of the adoption of such amendment by the Board of Directors of the corporation, and shall be inapplicable to actions, suits or proceedings pending on such date; any claim or claims made or threatened by notice to the corporation on or prior to such date; or any claim, action, suit or proceeding brought or made after such date and based on an act or omission in the Director's capacity as a Director occurring prior to such date.

10.9 Reference in this Article Ten to Directors or Officers shall be deemed to refer to any person who is or was a Director or Officer of the corporation, any person who is or was an Advisory Director of the corporation, and any person who, while a Director or Officer of the corporation, is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

ARTICLE ELEVEN

At a meeting on February 28, 1992, of the members of which a quorum was present, the Amended Articles of Incorporation were adopted by an affirmative vote of two-thirds of the members present.

DATED: 4/2/92

EL PASO COUNTY HUMANE SOCIETY, INC.

By: _____
Authorized Officer

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

THE HUMANE SOCIETY OF EL PASO, INC.
File Number: 9367401

The undersigned, as Secretary of State of Texas, hereby certifies that the statement of change of registered agent/office for the above named entity has been received in this office and has been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 10/06/2008

Effective: 10/06/2008

Hope Andrade
Secretary of State

G6

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Office of the Secretary of State

October 06, 2008

Attn: Betty Hoover

Humane Society of El Paso
4991 Fred Wilson Ave,
El Paso, TX 79906 USA

RE: THE HUMANE SOCIETY OF EL PASO, INC.
File Number: 9367401

It has been our pleasure to file the change of registered agent or registered office, or both for the referenced entity. This letter may be used as evidence of the filing and payment of the filing fee.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555

Enclosure

Come visit us on the internet at http://www.sos.state.tx.us/
Phone: (512) 463-5555
Prepared by: Debbie Gustafson
Fax: (512) 463-5709
TID: 10087
Dial: 7-1-1 for Relay Services
Document: 232031670002

APPENDIX H

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

December 27, 2010

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the records of this office

THE HUMANE SOCIETY OF EL PASO, INC.

is exempt from payment of franchise tax and consequently is in good standing with this office.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 27th day of
December 2010 A.D.

Susan Combs
Texas Comptroller

Taxpayer number: 17411564309
File number: 0009367401

Form 05-303(Rev. 1-03/6)

H1

APPENDIX I

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Humane Society of El Paso

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶ Non-Profit Corporation 501 (c)(3)

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4991 Fred Wilson Ave.

Requester's name and address (optional)

City, state, and ZIP code
El Paso, Texas 79906

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
7 4 - 1 1 5 6 4 3 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Betty Hoover Date ▶ 4/29/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

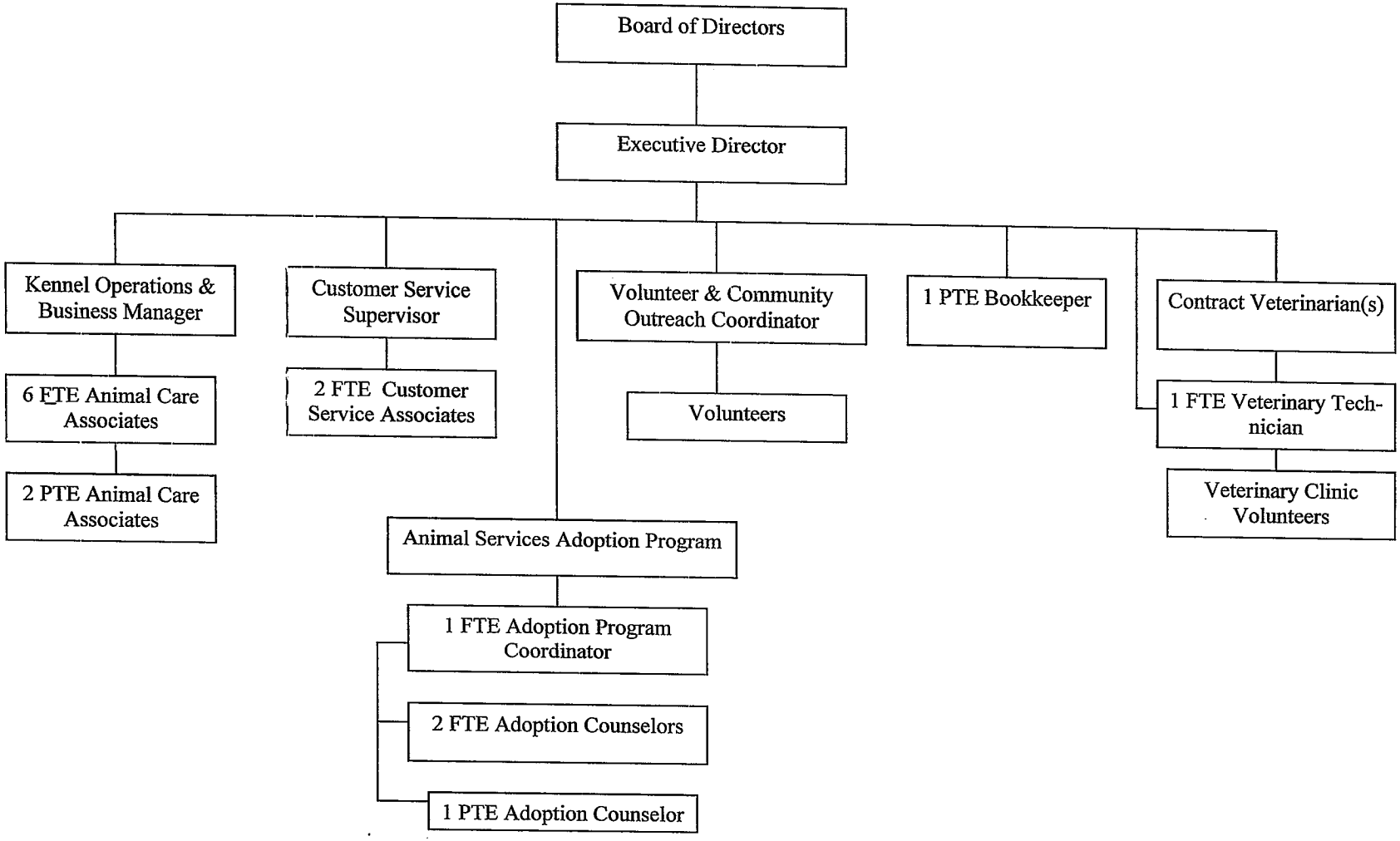
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

APPENDIX J

Humane Society of El Paso
Proposed Organizational Chart
For On-Site Pet Adoptions at El Paso Animal Services



HSEP OrgChart 4/2011

AMENDMENT OF SOLICITATION

1. AMENDMENT	2. EFFECTIVE DATE	3. REQUISITION NO. /P.O. NO.
A001	**APRIL 20, 2011**	N/A

4. ISSUED BY

FINANCIAL SERVICES / PURCHASING DIVISION
CITY OF EL PASO
2 CIVIC CENTER PLAZA
EL PASO, TEXAS 79901-1196 http://www.ci.el-paso.tx.us/financial_services/bids.asp

5A. AMENDMENT OF SOLICITATION NO. **2011-214R** TITLED: **ON-SITE ANIMAL ADOPTION SERVICES**	5B. BID DUE DATE: **APRIL 27, 2011**

6. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 7. The hour and date specified for receipt of offers ☒ **is not extended.**

All amendments must be acknowledged on the "SOLICITATION OF OFFERS". Failure to do so may be cause for rejection of offer.

7. DESCRIPTION OF AMENDMENT

A. Discard first page of Attachment A – Contract Clauses.

B. Replace with attached page entitled Attachment A – Contract Clauses. Please note change in paragraph 3 concerning term of the agreement.

C. Answers to vendor's twenty-seven (27) questions.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENTS REFERENCED IN ITEM 5A, AS HERETOFORE CHANGED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

8. CITY OF EL PASO

BRUCE D. COLLINS, PURCHASING MANAGER

El Paso All-America City 2010

Texas Comptroller Leadership Circle

BY /S/
Anna Goodwin, Procurement Analyst

ATTACHMENT A
CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a Best Value Contract under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

The term of this agreement shall be for TWENTY FOUR (24) MONTHS commencing on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.

2. INVOICES & PAYMENTS

A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.

B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.

C. Invoices will reflect the Contract Number and the Purchase Order Number.

D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.

E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.

F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.

G. Payment will not be due until the above instruments are submitted after delivery and acceptance.

H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.

I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. **INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04]**
Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY

AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing

C. Answers to vendor questions:

Q1: On page 3, 3.1 the RFP states that the City "shall order all of its supplies and/or services from one or more successful bidders", yet in Attachment A, first paragraph, the document states: "This is a Best Value Contract under which the City shall order all of its supplies and/or services from the successful bidder/contractor for the duration of this contract."

Although the language in the two documents seems to be in conflict, it was my understanding from the pre-proposal conference that this contract will be awarded to one successful bidder/contractor for the performance of on-site adoption services not multiple bidders. However, the City may utilize one or more bidders/contractors for the procurement of veterinary supplies needed to comply with the contract. It is this interpretation correct? Please clarify.

A1: The Health Department intends to contract with one vendor to provide adoption services at the animal shelter. The City may use one or more vendors to provided veterinary supplies.

Q2: On page 6, 2.5 the RFP states that the initial term of the contact will be 2 years but later on, in Attachment A, 3rd paragraph, it says 36 months.

It was my understanding from the pre-proposal conference that although the language in the two documents is contradictory, that the actual initial contract term for the RFP will be 2 years not 36 months. Is this correct?

A2: The initial term of the Contract will be two (2) years.

Q3: On page 8, 3.1 the RFP states that the City will vaccinate, microchip and sterilize the animals prior to release for adoption.

1. What vaccinations will be administered?
2. Has funding been secured from City Council to ensure that adopted animals will be vaccinated, microchipped and sterilized?
3. If yes, what is the level of that funding?
4. If no, how will Animal Services/Public Health Department guarantee that funds are available to ensure that the bidder/contractor will have "adoption ready animals" available?
5. What are the City's expectations for the contractor if funding is not approved by City Council?
6. Will termination language be included in the contract to allow the bidder/contractor to terminate the contract should funding not be allocated, or be insufficient during the contract period to continue the program?

A3: See Health Department responses below:

1. The City will provide rabies vaccination. Any inoculations beyond those required by City ordinance shall be provided by the selected vendor at vendor's expense.
2. Adequate FY2011 budget authority exists for City provision of vaccination, microchip and sterilization services. Budget authority for FY2012 is subject to approval by City Council.
3. Adequate budget authority exists for FY2011 expenses. Cost estimates are being finalized for FY2012 sterilization supplies and materials and budget request will be adjusted, as needed.
4. The Health Department cannot guarantee that funds will be available for preparation of adoption-ready animals. The Health Department is an organization within City government; hence, the Health Department's annual budget is subject to review and approval by City Council. The Health Department does not have independent budget-setting authority.
5. If adequate budget authority is not approved by Council, the Health Department will renegotiate the contract with the selected vendor with the expectation that the vendor will assume costs of preparing the animals for adoption and that the vendor's adoption fee will be adjusted to accommodate the expense.
6. Yes.

Q4: Will the City provide office space for the bidder/contractor?

A4: Yes. The office space allocated to the current adoption vendor will be made available to the new vendor.

Q5: Will the City provide a telephone land line for the bidder/contractor?

A5: Yes.

Q6: Will the City provide internet access for the bidder/contractor?

A6: Yes.

Q7: On page 8, 3.1, last bullet item, there is reference to a public area where the prospective adopters can meet the pet. Where is this area? I have been to the Animal Services complex numerous times and have not seen a public meet & greet area.

A7: The City will provide the inner courtyard of the office area for "get acquainted" sessions. The vendor will be responsible for direct supervision of the prospective adopter and animals during the meet and greet. Further, the vendor will be responsible for cleaning and sanitation of the "get-acquainted" area. The vendor will be sensitive to the utilization of this space during extreme weather conditions and may provide shading upon approval of the Deputy Director for Animal Services.

Q8: Will the bidder/contractor have the authority to set the adoption fee or will the City set the fee?

A8: The selected vendor shall have the authority to set the adoption fee. The vendor's proposed adoption fee shall be included in the response to bullet #2 in Section 3.2 Minimum Qualifications and Scope of Work.

Adoptable animals are a price-sensitive commodity. It is the intent of this solicitation to increase the number of adoptions by lowering the adoption price. With City financing of sterilization, microchip and vaccination services, the adoption vendor will not incur these preparation expenses and hence, can lower the fee, thereby making adoptions more affordable. If the Offeror is unwilling to adjust its adoption fee for these cost savings, the City will not incur the expense of preparing the animal for adoption. Instead, the City will require the selected vendor to provide these services at vendor's expense.

Q9: Will the bidder/contractor have the authority to choose a different microchip company, at their own expense, if it differs from the current company used by the City?

A9: Vendor may select a preferred microchip at vendor's expense.

Q10: It is noted on page 5, 2.4 that the expected date of award and the effective date of the contract is May, 24, 2011. Does the City have a written transition or business plan for implementation of this RFP?

A10: Preparation of the business plan is the responsibility of the selected vendor. The current solicitation already requires submission of an annual line item budget (for each year of the initial two year term) for personnel and operational expenses and offsetting revenue. Further, the current solicitation requires a description of the type and quantity of services to be provided, a staffing plan and organizational chart. Business plan content beyond the above information, e.g., reporting requirements, transition plan, will be negotiated by the City and the selected vendor.

Q11: Will the bidder/contractor be allowed to utilize approved bidder/contractor volunteers to assist with adoption services at the Animal Services facility?

A11: Yes. The selected vendor may use qualified volunteers to assist with adoption services at the shelter. The volunteers will need to be vetted through the City's volunteer application and approval process. Further, the selected vendor shall assume liability for volunteer services.

Q12: On page 10, 4.1, #14 the bidder/contractor is requested to provide resumes of all personnel assigned to the project along with a listing of their qualifications. It is reasonable to assume that the bidder/contractor will have to hire new staff members to fulfill the requirements of this agreement and that those individuals will not be hired until after the contract award has been made. May the bidder/contractor submit only the qualifications of the key staff members who will be administering/managing the contract?

A12: Yes.

Q13: When it is stated the animals will be adoption ready, what precisely does that include?

a) Vaccinations to be administered?
b) Brand of microchip to be used (or can the awardee select the brand)?
c) Testing to be done -- Snap 4DX (Heartworm/Erlichia/Lyme Disease/Anaplasma) or Snap 3DX (Heartworm/Erlichia/Lyme Disease) for dogs; Feline Leukemia and, FIV for cats, or none at all?

A13:
a) Rabies
b) Awardee can select brand and supply at Awardees' expense.
c) No testing is included unless specifically directed by the shelter veterinarian to assess readiness for adoption

Q14: In order to get an animal adoption ready, it currently costs about $300,000 per year for medical/surgical supplies, microchips, vaccinations and test kits (FIV/FeLeuk or HW/Erlichia/Lyme/Anaplasma) for approximately 2,400 animals adopted through the current program. How much has the City allocated for this program?

A14: New Hope Alliance estimates surgical/medical supplies cost at $27/animal. Vaccination and chip cost (assuming City supplies the chip) would add another $20 per animal for estimated cost of $47 per animal or total of $113,000 per year for sterilization supplies, vaccination, and microchipping. Adequate budget authority exists for this level of activity.

Q15: Currently, the MOU with New Hope Alliance calls for the City to supply the medical/surgical supplies and the veterinary technician, but the City has been unable to afford to purchase any of these supplies so they have been paid for by New Hope Alliance. What will happen if the program loses funding at any time during the contract period?

A15: The MOU with New Hope Alliance calls for the City to supply the surgical suite, veterinarian, and anesthesia. All other costs associated with sterilizations are and always have been the responsibility of New Hope Alliance. In the event the City assumes responsibility for sterilization of animals at the shelter, it will be the City's obligation to staff and supply the service. We do not envision the sterilization program losing funding as it is a core element of the City's euthanasia reduction plan.

Q16: In which area will the adoption facility be housed?

A16: In its current location at the Animal Shelter located at 5001 Fred Wilson Road, El Paso, TX.

Q17: Where is the "public area located at the animal shelter for use ...as an open area where public can meet the animal"?

a) How will the liability insurance be handled for this?

b) Currently, animals are not allowed to be removed from A, B or C Kennel. How will the animals be moved from the kennel to the "open area" for an adopter to meet?

A17: The courtyard. (See Answer A7 for further clarification).
a) The selected vendor will be liable for any exposure associated with operation of a 'meet and greet' area.
b) Policy will be changed.

Q18: Will the animals be selected by the Shelter or veterinarian who are available for adoption or will the members of the public be allowed to choose the animal they wish to adopt?

A18: Our veterinarian will code animals as adoptable or not adoptable based on health and behavior. The public can choose from those deemed adoptable by the veterinarian.

Q19: The RFP says animals will be held up to 10 days. Will the animals, therefore, be held past their impoundment release date in an effort to get them adopted?

A19: Yes, if deemed good adoption candidates by the veterinarian and the adoption agency, the animals will be held to increase their chances of adoption, subject to space limitations.

Q20: What will happen to returned adoptions? As animals released to the shelter by the public (as opposed to those on stray hold) are the first to be euthanized, will these animals be euthanized or held for readoption?

A20: Adoptable returns may be held as space permits. There is always a holding capacity issue at the shelter and there may be times when capacity is exceeded and more animals need to be euthanized.

Q21: Under 3.2 Minimum Qualifications, does the list of personnel requested include key personnel (management / directors) only or all persons to be employed?

A21: Managers and principal staff.

Q22: What are the scheduling expectations of the Animal Shelter management (*e.g.* hours of operations 6 days a week? Is there a move to go to 7 days a week? Evening hours?)?

A22: A seven day schedule is envisioned, operating hours to be negotiated with the successful agency, within the constraints of shelter operations.

Q23: Currently, a number of the surgical supplies and equipment are owned by New Hope Alliance. Will Animal Services purchase replacement equipment and supplies prior to the start of the contract period or purchase that equipment and supplies from New Hope Alliance?

A23: That would be negotiated after the solicitation is completed and a contract awarded.

Q24: What is the business plan in connection with the adoptions at Animal Services?

A24: Preparation of the business plan is the responsibility of the selected vendor. The current solicitation already requires submission of an annual line item budget (for each year of the initial two year term) for personnel and operational expenses and offsetting revenue. Further, the current solicitation requires a description of the type and quantity of services to be provided, a staffing plan and organizational chart. Business plan content beyond the above information, e.g., reporting requirements, transition plan, will be negotiated by the City and the selected vendor.

Q25: What precisely are the expectations of the City in connection with the adoption services?

A25: The expectation is to increase the number of pets adopted and to thereby reduce the number of pets euthanized each year.

Q26: Will the employees and volunteers of the awardee have to pass the City background check? If so, what the expected time it will take to process those checks?

A26: Yes, local background check takes a few weeks. Employees are generally allowed to work pending the outcome.

Q27: Currently, 30 to 45 days of free pet health insurance is given with each adoption to reduce returns due to health related issues. Does the City intend to continue that practice, or what plans have been made for adopted animals which become sick within the first weeks after adoption if it is shown the animal may have contracted the disease at the shelter (e.g., kennel cough)?

A27: The successful bidder may provide that insurance if they want. The City has not budgeted for such an expense.