

- (a) Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
- (b) County does not waive the Service Guarantee provided by Contractor, but that all performance of the Scope of Services above by Contractor including any changes in said Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- (c) County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services above, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is one hundred six thousand, nine hundred seventy-one and 00/100 (\$106,971.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred six thousand, nine hundred seventy-one and 00/100 (\$106,971.00), specifically allocated to fully discharge any and all liabilities County may incur under this Agreement.
6. **Non-appropriation.** Contractor understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Contractor in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

7. **Taxes.** County is a political subdivision of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Contractor.
8. **Indemnity.** CONTRACTOR HEREBY AGREES THAT IT WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, SUITS, OR CAUSES OF ACTION, WHETHER FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO ANY ACTION OR FAILURE TO ACT BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS WITH RESPECT TO CONTRACTORS PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. CONTRACTOR FURTHER AGREES TO PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AND LIMITS OF LIABILITY AS PROVIDED IN SECTION 11 OF THIS AGREEMENT.
9. **Applicable Law.** The laws of the state of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.
10. **Public Information Act.** Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Contractor further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Insurance.** Prior to the commencement of the Services under this Agreement, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provided replacement certificates, policies, and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the state of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (d) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

County shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

12. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Contractor in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
13. **Independent Contractor.** In the performance of the Services hereunder, Contractor shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this

Fort Bend County Purchasing
Attn: Purchasing Agent
301 Jackson Street
Richmond, Texas 77469

If to Contractor: Hartstra Manufacturing, LLC.
5635 N. HWY 6
Waco, Texas 76712

20. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
21. **Assignment.** Neither party may assign this Agreement or delegate performance under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any purported assignment of rights or delegation of performance in violation of this Section is void.
22. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
23. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
24. **Conflict.** In the event of a conflict between this Agreement, and the attached Exhibit(s), this Agreement shall control.
25. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not

identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

- 26. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
- 27. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
- 28. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

(Execution Page Follows)

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective upon execution by County.

FORT BEND COUNTY

HARTSTRA MANUFACTURING, LLC.,

KP George
KP George, County Judge

[Signature]
Authorized Agent – Signature

1.9.2024
Date



ADRIAN HARTHOORN
Authorized Agent- Printed Name

ATTEST:
Laura Richard
Laura Richard, County Clerk

PRESIDENT
Title
12/11/2023
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 106,971.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

[Signature]
Robert Ed Sturdivant, County Auditor

Exhibit A: Quote

i:\agreements\2024 agreements\animal services\hartstra manufacturing, llc (24-animal-100142)\agreement for animal control ac truck body (Isl-12.11.23).docx

EXHIBIT A



HARTSTRA MANUFACTURING LLC
 5635 N. HWY 6
 WACO, TX 76712
 United States of America

Ph: 254-848-8318

Fax: 254-848-8314

Quote

ID: 1468 Date: 07-Aug-23

To

FORT BEND COUNTY
 301 JACKSON STREET
 RICHMOND, TX 77469
 United States of America

Quote To

BROOKE LINDEMANN
 FORT BEND ANIMAL SERVICES
 1210 BLUME ROAD
 ROSENBERG, TX 77471
 United States of America

Terms	Ship Via	Salesperson	
SEE SCOPE	DELIVERED	001	
Quantity	Description	Unit Price	Amount
	Reference: RFP 23-069		
3	Line: 001 Expiration Date: 06-Oct-23 Part: MISC Rev: ANIMAL CONTROL BODY SCOPE OF WORK: REV 1.0 AUG 2023 PROJECT: ANIMAL CONTROL FT BEND COUNTY GENERAL: Design and Fabricate Animal Control Body DESIGN AND ENGINEERING: - Final design to be approved before construction - Full CAD drawings to be completed and maintained by Hartstra Manufacturing - Designed as per scope to include 6 Cage Compartments and 1 Rear Storage Compartment - Designed to be installed on 2023 Chev 2500 Gasoline 4X2 SRW with 56"C/A DIMENSIONS: - 99.5"L x 70"H x 80"W Nominal Dimensions FRAMEWORK: - Aluminum Tubing Perimeter and crossmember Framework fabricated and includes 4 Chassis Mounting Points. BODY CONSTRUCTION: - Fabricate Aluminum Tubing Body Framework Wall Sections - Utilize 1.5" x 1/8" Aluminum Square Tubing - Includes Front, Sides and Rear Wall as per drawings	\$35,657.00	\$106,971.00



HARTSTRA MANUFACTURING LLC
 5635 N. HWY 6
 WACO, TX 76712
 United States of America

Ph: 254-848-8318

Fax: 254-848-8314

Quote

ID: 1468

Date: 07-Aug-23

To

FORT BEND COUNTY
 301 JACKSON STREET
 RICHMOND, TX 77469
 United States of America

Quote To

BROOKE LINDEMANN
 FORT BEND ANIMAL SERVICES
 1210 BLUME ROAD
 ROSENBERG, TX 77471
 United States of America

Terms		Ship Via	Salesperson
SEE SCOPE		DELIVERED	001
Quantity	Description	Unit Price	Amount
	<ul style="list-style-type: none"> - Includes Cutouts for compartments as per design - Includes Skirting for aesthetics - Supply and Install Aluminum Sheeting as Exterior Walls <ul style="list-style-type: none"> - Utilize Prepainted Aluminum White color - Installed using 3M Adhesive Method - Fabricate Roof with Standard Aluminum Roof Extrusion with Custom formed corners and 1.5" Roof Bows welded in place at 24" O.C. <ul style="list-style-type: none"> - Roof Skin to be 20Ga Aluminum Sheeting <p>BUMPER:</p> <ul style="list-style-type: none"> - Fabricate and Install Step Bumper at rear <ul style="list-style-type: none"> - Designed to bolt onto Chassis independent of the body - Dimensions to be 12"D x Full Width of Body - Includes Class III Receiver Hitch and 7 prong RV Plug - 4" Steel Tubing construction painted black - Includes Safety Tread Plate Decking <p>COMPARTMENTS:</p> <ul style="list-style-type: none"> - Fabricate and Install 6 - Animal Control Compartments as per drawings <ul style="list-style-type: none"> - 30"W x 38"H x 28"D Nominal Dimensions - 36"W x 38"H Transverse at front - Front compartments to be transverse with center swing divider - All Aluminum Fabrication Unpainted - Includes Exterior Doors Fabricated with Aluminum Extrusion and SS Hinges with Locking Paddle handle Hardware to access - Includes Interior Safety cage Doors fabricated from aluminum and includes catch pole openings and easy operation while securing animals. - Fabricate and Install Storage Compartment at rear as per drawings <ul style="list-style-type: none"> - Dimensions to be 24"W x 38"H x 60"L Nominal Dimensions - Doors Fabricated with Standard Aluminum door extrusions and SS Hinges and Paddle locking Hardware - Supply and Install max insulation throughout walls and ceiling and floor <p>ELECTRICAL and COMPONENTS:</p>		



HARTSTRA MANUFACTURING LLC
 5635 N. HWY 6
 WACO, TX 76712
 United States of America

Ph: 254-848-8318

Fax: 254-848-8314

Quote

ID: 1468 Date: 07-Aug-23

To

FORT BEND COUNTY
 301 JACKSON STREET
 RICHMOND, TX 77469
 United States of America

Quote To

BROOKE LINDEMANN
 FORT BEND ANIMAL SERVICES
 1210 BLUME ROAD
 ROSENBERG, TX 77471
 United States of America

Terms	Ship Via	Salesperson	
SEE SCOPE	DELIVERED	001	
Quantity	Description	Unit Price	Amount
	<ul style="list-style-type: none"> - Standard LED DOT Lighting Package as per FMVSS - Supply and Install Back up Alarm - Modify existing Backup Camera System to work with ACU unit. - Supply and Install 8 - LED Amber strobe lights <ul style="list-style-type: none"> - 2 - installed on Chassis front grill area and 6 - installed on body - Supply and install LED dome lights in all compartments with switch <p>HVAC SYSTEM:</p> <ul style="list-style-type: none"> - Supply and Install HVAC System independent of Chassis System <ul style="list-style-type: none"> - Completely independent system to include auxiliary compressor installed under hood. - Sufficient BTU rating to accomodate 25 Degree ambient temperature drop in all compartments - CFM rating on blower to be a minimum of 295 - HVAC ducting system to include supply and return ducting into each compartment to provide sufficient air flow. - Manual Controls <p>INSTALLATION:</p> <ul style="list-style-type: none"> - Installed on customer chassis supplied by customer - Proper Fuel fill requirements may modify design of compartments <p>FINAL DETAILS:</p> <ul style="list-style-type: none"> - Doors seals supplied standard - Door holdbacks standard - Final Cleanup, Details and Make Ready <p>DELIVERY:</p> <ul style="list-style-type: none"> - Chassis to be drop shipped to Hartstra Manufacturing prior to fabrication - FOB Waco, TX - 120DAYS or sooner ARO for completion of 3 ACU's 		



HARTSTRA MANUFACTURING LLC
 5635 N. HWY 6
 WACO, TX 76712
 United States of America

Ph: 254-848-8318

Fax: 254-848-8314

Quote

ID: 1468 Date: 07-Aug-23

To

FORT BEND COUNTY
 301 JACKSON STREET
 RICHMOND, TX 77469
 United States of America

Quote To

BROOKE LINDEMANN
 FORT BEND ANIMAL SERVICES
 1210 BLUME ROAD
 ROSENBERG, TX 77471
 United States of America

Terms		Ship Via	Salesperson
SEE SCOPE		DELIVERED	001
Quantity	Description	Unit Price	Amount
	WARRANTY: - 1 Year parts and Labor Bumper to Bumper TERMS: DUE UPON RECEIPT		
		Total:	\$106,971.00

*Fort Bend County, Texas
Request for Proposals*



*Animal Control A/C Truck Bodies for Fort Bend County Animal Services
RFP 23-069*

SUBMIT SEALED PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

August 22, 2023
2:00 PM (CST)

LABEL ENVELOPE:

RFP 23-069
Animal Control Truck Bodies

***ALL PROPOSALS MUST BE TIME/DATE STAMPED AND RECEIVED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***PROPOSALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.
PROPOSALS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to RFP opening).
- Submit response in accordance with requirements stated on the cover of this document.
- Do NOT submit responses via email or fax.

1.0 SCOPE OF WORK:

It is the intent of Fort Bend County (the “County”) to contract with one (1) vendor to design, supply, and install three (3) Animal Control A/C Truck bodies for Fort Bend County Animal Services which meet or exceed the specifications as stated herein.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the respondent. No reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed in writing as stated in sections 3 and 7. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Senior Buyer, as outlined below. **Respondents**

are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Brooke Lindemann
Senior Buyer
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Brooke.Lindemann@fortbendcountytexas.gov

4.0 SUBMISSION REQUIREMENTS:

4.1 Submission requirements: one (1) original proposal is required by RFP opening time of 2:00 PM on Tuesday, August 22, 2023. Four (4) paper copies, and one (1) electronic response on flash drive are required to be submitted to Purchasing by 9:00 AM on Wednesday, August 23, 2023. Flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide any requirement is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R23-069
Purchasing Department	Due Date: Tuesday, August 22, 2023
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, Texas 77469	For: Animal Control Truck Bodies

4.2 Respondents may submit their proposal any time prior to the opening date and time. The respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the opening date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential respondent find discrepancies, omissions or ambiguities in this proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Tuesday, August 15, 2023 at 10:00 AM (CST)**.

Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this proposal, an addendum will be posted to the County website. The respondent is required to acknowledge receipts of amendments in their proposal. It is the respondent's responsibility to ensure receipt of all addenda and amendments to this proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	July 30, 2023
Deadline for Questions:	August 15, 2023
Submission Due Date:	August 22, 2023
Evaluation of Submissions:	Week of August 27, 2023
Commissioners Court Permission to Negotiate:	September 12, 2023
Negotiations:	Beginning September 13, 2023
Final Contract Approval Commissioners Court:	October 10, 2023

9.0 PRE-RFP CONFERENCE:

There is no Pre-RFP conference for this solicitation.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

- 11.3 No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 ASSIGNMENT:

The respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

13.0 CONFIDENTIAL MATTERS:

- 13.1 All data and information gathered by the respondent and its agents, including this proposal and all reports, recommendations, specifications, and data shall be treated by the respondent and its agents as confidential. The respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0 CONFLICT OF INTEREST:

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 171. Furthermore, the Respondent shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines and Restrictions Regarding the Acceptance of Gifts by County Officials and County Employees.

15.0 LIMITS OF SUBCONTRACTORS:

- 15.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.
- 15.2 Any dispute between the respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

16.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

17.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the respondent shall be deemed for any reason to be an employee or agent of the County.

18.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

19.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

20.0 SPECIFICATIONS:

20.1 General Design and Construction:

Design, fabricate, and install three (3) Animal Control air-conditioned truck bodies. The truck bodies are to be installed on a 2023 Chevrolet 2500 Gasoline 4X2 SRW with minimum cab to axle distance of 56 inches. Final design to be approved by Fort Bend County before construction. The trucks are in Fort Bend County's possession and the County will deliver the trucks to the awarded vendor's facility for installation. Upon completion, Fort Bend County will pick up the trucks.

20.2 Overall Nominal Dimensions:

99.5"L x 70"H x 80"W.

20.3 Framework:

All aluminum framework, including front, sides, and rear. Framework should have chassis mounting points, cutouts for compartments, and side skirting at the bottom of the body. Walls, ceiling, and floor shall be fully insulated. Exterior walls should be aluminum white color.

20.4 Design:

Design shall include 6 cage compartments, a rear storage compartment, and a step bumper at the rear.

20.4.1 Compartments: Six (6) animal control compartments with all aluminum fabrication. Dimensions 30"W x 38"H x 28"D. Exterior doors should have heavy-duty stainless steel hinges with locking paddle handle hardware for access. Interior safety doors should include catch pole slots.

20.4.2 Rear Storage Compartment: One (1) storage compartment to be installed at the rear of the unit. Dimensions 24"W x 38"H x 60"L. Doors should have heavy-duty stainless steel hinges with locking paddle handle hardware.

20.4.3 Bumper: Step bumper to be installed at the rear of the truck body. Dimensions 12"D x full width of the body. Should include receiver hitch and 7 prong RV plug.

20.5 Electrical and HVAC:

Supply and install the following components:

- LED DOT lighting package installed per FMVSS
- Eight (8) LED amber strobe lights
- Back up alarm
- Back up camera system
- Standalone HVAC System, must be independent of chassis and include manual controls
- BTU rating to accommodate 25 degree ambient temperature drop in all compartments
- Minimum of 295 CFM rating on blower
- Each compartment shall have ducting that allows for air flow

20.6 Warranty:

One year bumper to bumper, all parts and labor for the animal control unit body, and the air conditioning unit.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

21.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read: Fort Bend County.

21.2.2 Identification number use: RFP 23-069.

21.2.3 Description is: Animal Control A/C Truck Bodies.

21.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

22.0 INSURANCE:

22.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage

and products/completed operations arising out of the business operations of the policyholder.

22.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent,

Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

- 23.4 Respondent's indemnification shall cover, and respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of respondent and/or trade contractor providing such insurance.

24.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

25.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

- 25.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Cost
2	Understanding Scope of Work
3	Firm's Experience
4	Delivery Schedule
5	Overall Completeness of Proposal

- 25.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.
- 25.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.
- 25.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Cost (weight factor = 40%)

- Complete Exhibit A.

Tab 2

Understanding Scope of Work (weight factor = 15%)

- Respondents must express, in detail, their understanding of the specifications. Describe the approach your firm will take to accomplish the project.
- Describe the fabrication and system design, as well as documented reliability and other design and performance elements of the components that comprise those systems. Provide the location where manufacturing will take place.

Tab 3

Firm's Experience (weight factor = 20%)

- Firm Experience with Similar Projects: Such experience must be in the form of providing animal control a/c truck bodies to state/municipal/county government. List a minimum of three (3) references within the last five (5) years; provide the name and location of the client, description of project, date of delivery, completion time for delivery, and a contact person with phone number and email address.

Tab 4

Delivery Schedule (weight factor = 20%)

- Provide total number of calendar days for trucks to be completed and ready for pick up by Fort Bend County.

Tab 5

Overall Completeness of Proposal (weight factor = 5%)

- Required Proof of Insurance
- Vendor Form
- W9 form
- Tax Form/Debt/Residence Certification

26.0 EVALUATION PROCESS:

- 26.1 After the Proposals are received, the evaluation team shall evaluate each Proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially, and comprehensively. Following this initial evaluation, the evaluation team may recommend entering into contract negotiations without further discussion with Respondents, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.
- 26.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 26.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 26.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be

evaluated on the same criteria used in the first evaluation.

26.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.

26.6 All Proposals submitted are to be valid for a period of ninety (90) days.

27.0 AWARD:

The County will select the respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

28. STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

28.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

28.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

29.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

30.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

30.1 Vendor Form

30.2 W9 Form

30.3 Tax Form/Debt/Residence Certification

31.0 EXHIBIT:

31.1 EXHIBIT A - Pricing

ANIMAL CONTROL A/C TRUCK BODIES FOR FORT BEND COUNTY ANIMAL SERVICES

RFP 23-069

EXECUTIVE SUMMARY

Hartstra Manufacturing is the premier manufacturer of custom animal transport vehicles. Our vehicles come standard with a full aluminum body made from welded square tubing for maximum strength and durability. All aluminum construction means you can expect years of reliable, corrosion free service.

We recognized the need to ensure environmental safety and comfort of the animals you transport. That's why we've engineered our climate control system from the ground up. Our doors feature vent free, solid aluminum construction sealed with rubber weather stripping. Each compartment has independent supply and return vents, just like a properly designed home cooling and heating system. The roof mounted A/C unit is run by your vehicles engine, but features an independent compressor and condenser for performance and reliability. The compartments in a Hartstra animal transport vehicle will remain in the 70's even when it is over 110 degrees Fahrenheit outside.

And with our custom designed monitoring system, you'll know exactly what temperature it is in every compartment. We've designed a central control panel that allows you to set the temperature in the compartments. The system will turn on and off automatically to ensure the temperature stays in the optimal range for your animals.

Every cage can be outfitted with either an aluminum or stainless-steel door. Our slam lock latches provide a secure and tamper free latch. Cage doors have a convenient catch pole opening that allow you to safely close the door while the animal is restrained. Hold backs and gas springs keep the exterior doors open while you maneuver an animal, for safe hassle-free operation.

Hartstra animal transport means custom animal transport. Because we work with our clients to design every vehicle, you are never limited to 3 or 4 models or layouts. We can configure the number, size and location of the cages to your department's needs.

RFP 23-069

Exhibit A: Pricing

Price per each Animal Control A/C Truck Body:

\$ 35,657.⁰⁰

Total Bid price for three (3) Animal Control A/C Truck Bodies:

\$ 106,971.⁰⁰

Acknowledgement of Receipt of Addendum(s), if issued by Purchasing, to the Request for Proposal Document.

Addendum No 1 dated N/A Received _____

Addendum No 2 dated _____ Received _____

Addendum No 3 dated _____ Received _____

ADRIAN HARTHOORN
Name of Respondent


Signature of Authorized Representative

ADRIAN HARTHOORN
Printed Name of Representative







EXPERIENCE in Animal Control Bodies

Several of our clients include the following:

Montgomery County Animal Shelter
8535 TX-242
Conroe, TX 77385
Tyler Shultz 1-219-869-2284

City of SanAntonio Animal Services
329 South Frio St
SanAntonio, TX 78207
Shannon Sims 1-210-216-0050

City of Bryan Animal Center
2207 FinFeather Rd
Bryan, TX 77801
Ashley Rodriguez 1-979-209-5262

DELIVERY SCHEDULE

Delivery of completed ACU's will be:

120Days after receipt of Order from Ft Bend County and timely delivery
Of chassis to Hartstra Manufacturing.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hartstra Manufacturing LLC
Waco, TX United States

Certificate Number:
2023-1105174

Date Filed:
12/18/2023

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

Date Acknowledged:
01/09/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 23-069
Animal Control A/C Truck Bodies

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)