

PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
ANIMAL CONTROL SERVICES
 Dead Animal Collection and Disposal Services

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and All Animals Rescue & Transportation, LLC, an Arizona limited liability company, authorized to do business in the State of Arizona, ("Consultant") as of the ____ day of _____, 2025 ("Effective Date").

RECITALS

- A. City and Consultant previously entered into a contract dated March 1, 2021, identified as Contract No. C21-0156, for pickup and transport of stray dogs and domestic animals involved in bite activity; and the City and Consultant now desire to enter into a new agreement for the modification of such services. This Agreement is intended to supersede, replace, and terminate in full the prior agreement between the parties, rendering it null and void as of the effective date of this Agreement.
- B. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- C. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- D. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- E. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team. Consultant shall retain full authority over hiring, assignment, and discipline of its employees. The City may raise concerns regarding personnel assigned to the Project, and Consultant agrees to reasonably investigate and take appropriate action. However, final staffing decisions remain with the Consultant

- c. Subcontractors. Consultant may use subcontractors, including those providing specialized services for the removal of large livestock or animals requiring unique equipment or handling.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work"

as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

- (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
- (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$175,000.00 as specifically detailed in **Exhibit C** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
- a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance. For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of **\$2,000,000** for each claim and a **\$4,000,000** annual aggregate limit.
- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$2,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an

endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto

their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

12. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

13. **Notices.**

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

All Animals Rescue & Transportation, LLC
c/o Robert Young
tr.young@acesglendaleaz.com
602-923-2278

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Tasha Jefferson
9494 W. Maryland
Glendale, Arizona 85305
tjefferson@glendaleaz.com

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. Entire Agreement; Survival; Counterparts; Signatures.

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four years, on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the City exercising its extension and may be a determining factor for any extension. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: Interim City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

All Animals Rescue & Transportation, LLC,
an Arizona limited liability company

Robert A. Young, CEO

By: Robert Young
Its: Chief Executive Officer

EXHIBIT A
Professional Services Agreement

PROJECT

PROJECT SERVICES.

Dead Animal Collection and Disposal Services

OBJECTIVES

1. Establish a partnership with reliable service providers to address animal control needs, including support for the Glendale Police Department (GPD).
2. Ensure humane care and housing for stray, injured, or abandoned animals.
3. Provide efficient and sanitary removal and disposal of dead animals within Glendale city limits.
4. Comply with Glendale City Code Section 6 and Maricopa County Health Department standards.

SCOPE OF WORK for Dead Animal Collection and Disposal Services

Scope of Services: Provide labor, materials, and equipment necessary for dead animal collection and disposal on an as-needed basis.

For all dead animal pickups on private property, the animal must be:

- Placed at or near the property line (e.g, front curb, front yard edge, or alley access point),
- Clearly visible and easily accessible to personnel
- Bagged or otherwise properly contained, and ready for pick up.

The Contractor will not enter backyards, homes, enclosed garages, or other restricted-access areas.

The Contractor will not collect dead animals located inside or underneath structures, including crawl spaces, sheds, mobile homes, decks, vehicles, or any confined or obstructed areas.

Animals must be positioned in a manner that allows for safe and efficient removal by a single staff member unless prior arrangements have been made directly with the Contractor. In cases where vacant properties are unoccupied and not maintained by the responsible party, no representative will be available to place the animal at or near the property line. In such cases, the Contractor will make a reasonable effort to locate and remove the animal provided it is safely accessible without entering restricted, obstructed, or structurally enclosed areas

Volume: Approximately 840 dead animals annually.

- Service Area: Public and private property within Glendale city limits.
- Response Times: Standard calls within three (3) hours; emergency calls within one (1) hour.

Tagging and Microchip Requirements:

- Remove and retain tags for 60 days: log and attempt owner contact within one working day.
- Record and log details of untagged animals.

CONTRACTOR REQUIREMENTS

1. Experience: Minimum of three (3) consecutive years of providing similar services.
2. Licensing: Maintain all required Federal, State, County, and Local licenses.
3. Accessibility: Provide a local office with a 24-hour emergency contact number.
4. Equipment: Display company identification on all service vehicles.
5. Performance Monitoring: Adhere to OSHA standards and resolve complaints within three (3) hours.

METHOD OF COMMUNICATION:

All routine communication between All Animals Rescue & Transportation, LLC and the City of Glendale shall be conducted primarily via email.

Email correspondence must include a request for return receipt or confirmation of delivery. Alternate methods of communication (e.g., phone or in-person) may be used only in cases of emergency or when email is not feasible.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See the attached Exhibit B.

EXHIBIT C
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Payment 30 days after receipt of undisputed invoice.

NOT-TO-EXCEED AMOUNT


The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$175,000.

DETAILED PROJECT COMPENSATION

Dead Animal Collection	Per pickup \$35.00
Weekend and emergency pickups	Per pickup \$35.00
Special pickups on private property	Per pickup \$55.00
24/7 emergency call response	Per pickup \$110.00

All costs include disposal of animals, identification and notification for tagged animals.

EXHIBIT B


	<p>City of Glendale Solicitation Number: RFP 25-37 / 42500055 ANIMAL CONTROL, SHELTERING, AND DEAD ANIMAL DISPOSAL SERVICES</p>	<p>CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302</p>
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Offerors to complete this Response Workbook and submit with their response to this RFP.

COVER SHEET

OFFEROR NAME: ALL ANIMALS RESCUE & TRANSPORTATION, LLC

OFFEROR ADDRESS: 5220 W LUKE AVE STE. 16 GLENDALE, AZ 85301

	City of Glendale Solicitation Number: RFP 25-37 / 42500055 ANIMAL CONTROL, SHELTERING, AND DEAD ANIMAL DISPOSAL SERVICES	CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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OFFER SHEET (Must be printed, signed and returned upon completion)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

02 / 07 / 2025
Transportation, LLC
Date

All Animals Rescue &
Legal Company Name

Robert Young
Printed Name (Authorized Signatory)

CEO
Job Title

Offeror Certifies it is a (check only one): Proprietorship Partnership Corporation

r.young@acesglendaleaz.com
Email Address

5220 W Luke Ave Ste. 16
Mailing Street Address

(602)923-2278
Phone Number

Glendale, AZ 85301
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Robert Young
Contact Name

602-923-2278
Phone Number

r.young@acesglendaleaz.com
Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 860943278

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number 21592202 Tax Rate: 0 **OR** No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)


ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*

Exhibit 1 – Special Notices

Exhibit 2 – RFP Standard Terms and Conditions

Exhibit 3 – Insurance Requirements

Robert Young CEO
Authorized Signature - Print this form and sign above

	City of Glendale Solicitation Number: RFP 25-37 / 42500055 ANIMAL CONTROL, SHELTERING, AND DEAD ANIMAL DISPOSAL SERVICES	CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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REQUIRED RESPONSES:

Offeror’s answers to the following questions will comprise the Offeror’s response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror’s response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. Experience, Proven Performance and Qualifications

- 1.1. Introduce your company, highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP, and explain why your firm is most qualified.

All Animals Rescue & Transportation, LLC (AART) has been proudly providing dead animal collection services for the City of Glendale for the past four years. Operating seven days a week, we are committed to maintaining public health and safety through efficient and reliable service. Our availability, combined with after-hours emergency support, ensures that Glendale’s needs are met promptly and effectively.

AART specializes in the removal and responsible disposal of domestic animals such as dogs and cats, farm animals, and wildlife reported as deceased on public rights-of-way. With an average response time of less than one hour for Glendale calls, we have established a track record of reliability and professionalism.

Our service vehicles are clearly marked, equipped with emergency lights for safety, and dispatched using GPS optimization to reduce response times and promote sustainability. Additionally, we adhere to all local, state, and federal regulations, ensuring compliance in every aspect of our operations.

As a local provider based in Glendale, AART is uniquely positioned to respond quickly to service calls, further supporting our ability to exceed the specifications and requirements of this RFP. Our proven experience and commitment to quality service make us the most qualified choice for this contract.

- 1.2. Please provide details of similar contracts held within the last five (5) years that your organization has successfully managed.

City of Glendale, AZ
 Dead animal collection & disposal services.
 4 years of dead animal collection services.



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Town of Fountain Hills, AZ
Dead animal collection & disposal services.
17years of service.

City of Phoenix, AZ
Dead animal collection & disposal services.

City of Tempe
Dead animal collection & disposal services

City of Chandler
Dead animal collection & disposal services.

- 1.3. Describe your staff qualifications, including certifications, training, and experience related to animal control, sheltering, and disposal services.

Our staff is highly trained and certified in handling dead animal collection and disposal in compliance with environmental and public health standards. Key qualifications include:

Training in safe handling and transport of animal remains

Adherence to biohazard and waste management regulations.

Training in workplace safety, including OSHA compliance.

Decades of combined field experience ensuring timely and professional service.

- 1.4. How does you organization ensure compliance with local, state, and federal regulations regarding animal control and disposal services?


AART ensures full compliance by:

Strict adherence to Maricopa County Enviromental Services requirements for dead animal collection & disposal.

Employing best practices in biohazard disposal per Maricopa County Environmental Services standards.

Conducting routine internal audits to ensure adherence to USDA and federal waste disposal regulations.

- 1.5. Explain your familiarity with Glendale City Code Section 6 and Maricopa County Health Department standards.

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AART is well-versed in Glendale City Code Section 6 as it pertains to animal control. We provide timely removal and proper handling procedures with respect to dead animals to safeguard public health. We also strictly follow Maricopa County Health Department standards for waste transport and disposal, maintaining compliance through regular training and operational updates.

2. Method and Approach

- 2.1. Explain your standard operating procedures for responding to stray or injured animal pickup calls, including response times and coordination with the City.

While our proposal pertains to dead animal collection only, AART maintains a streamlined and efficient operating procedure for handling all calls related to dead animal removal. Our process includes:

Centralized Dispatch: Calls are received and logged by our dispatch team, available during operating hours (9:00 AM to 5:00 PM daily, including weekends).

Prioritized Response: Dead animal collection calls are triaged to ensure quick response, typically within the contracted timeframe.

Field Team Coordination: Field staff are dispatched with real-time location updates using GPS-enabled systems, ensuring efficiency and prompt arrival.

Collection and Disposal: Dead animals are collected following safety protocols and transported to the appropriate disposal site, compliant with state and local regulations.


- 2.2. How do you ensure efficient and effective communication with City staff, residents, and other stakeholders.

AART emphasizes open and effective communication through:

Dedicated Points of Contact: Providing a direct phone line and email for city staff to contact us.

Incident Reporting: Sending detailed service completion reports for every dead animal pickup.

Resident Engagement: Clear and professional communication with residents to ensure their concerns are addressed promptly.

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Technology Integration: Utilizing software for real-time updates and seamless reporting to city officials.

- 2.3. Describe your approach to tracking and reporting incidents, including bite investigations, rabies exposure, and euthanasia cases.

For dead animal collection services, AART employs a robust tracking and reporting system to ensure accurate documentation and efficient communication. Each dead animal report is assigned a unique incident number, allowing it to be tracked individually from the time it is received until it is resolved. This system enables us to maintain detailed records of the location, species, and disposal method for every call.

Reports are logged in real-time using our dispatch system, which integrates with GPS tracking for precise location data and route optimization. Summary reports, including monthly service statistics, are provided to the City of Glendale to ensure full transparency and accountability.

- 2.4. Provide details on your proposed methodology for coordinating with Maricopa County Animal Care and Control.

N/A

- 2.5. How do you handle dead animal removal and disposal in compliance with local and state regulations?

AART adheres to all local, state, and federal regulations by:


Proper Handling: Using biohazard-safe procedures for animal remains to minimize environmental and health risks.

Approved Disposal Sites: Transporting remains to licensed facilities in compliance with Maricopa County Environmental Services standards.

Training and Monitoring: Ensuring staff are trained in waste handling protocols and conducting regular operational audits.

3. References and past Performance

- 3.1. Provide a list of four (4) client references from other public entities for whom you have provided the services as described in this solicitation over the last four (4) years. Do not include references from employees, boards, commissions or representatives or employees of the City. Include company name, address, phone number, email, contact name, description of services provided.

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Please see attached list of references.

- 3.2. Describe any challenges you have faced in past contracts and how you addressed them to achieve successful outcomes.

Over the years, All Animals Rescue & Transportation, LLC (AART) has encountered and successfully addressed various challenges in providing dead animal collection services. Below are key challenges and our solutions:

Access to Restricted Areas: Some pickups required entry to gated communities or private properties, causing delays. We coordinated with city officials and property managers to streamline access, reducing response times.

High Service Demand: Peak seasons, especially summer, increased service requests. We adjusted staffing and vehicle deployment to maintain timely responses without disruptions.

Misclassified Calls: Some reports involved live or injured animals instead of deceased ones. We worked with dispatch teams to refine call classification, ensuring the correct response team was deployed.

Disposal Coordination: Facility closures or intake limitations occasionally impacted disposal logistics. We established backup disposal options to maintain uninterrupted service.

Traffic and Roadway Safety: Removing animals from busy roadways required coordination with law enforcement. We improved communication with traffic authorities to ensure quicker response and safer operations.


AART remains committed to efficiency, proactive problem-solving, and seamless service delivery for the City of Glendale.

- 3.3. Provide examples of performance metrics or data demonstrating the success of your services in past contracts.

AART picks up and disposes of approx. 700-875+ animals per month for our city partners. We have had no service complaints from our city partners.

4. Responsiveness to RFP

- 4.1. Did you address all elements outlined in the Scope of Work? If any are excluded, please explain.

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Yes, we're exclusively bidding for the dead animal collection portion of the RFP.

4.2. Are you able to meet the specified service hours and response times outlined in the RFP?

Yes

4.3. Provide a detailed explanation of how your pricing aligns with the services requested.

All Animals Rescue & Transportation, LLC (AART) has structured its pricing model to align with the specific needs of the City of Glendale for dead animal collection services, ensuring affordability, efficiency, and compliance with all regulatory requirements. Our pricing reflects the full scope of services requested in the RFP, balancing cost-effectiveness with the resources necessary to maintain high-quality service levels.

1. Transparent and Competitive Pricing Structure

AART's pricing is based on the actual cost of providing timely, professional, and compliant dead animal collection services while keeping costs predictable for the City. Our pricing accounts for:

Labor Costs: Trained personnel equipped to handle and transport deceased animals safely and efficiently.

Specialized Vehicles & Equipment: Properly outfitted vehicles designed for safe and sanitary transport of deceased animals.

Disposal Fees: Costs associated with proper disposal at approved facilities in compliance with environmental regulations.

2. Operational Overhead: Administrative costs, insurance, fuel, vehicle maintenance, and compliance with municipal reporting requirements. By carefully managing these expenses, we are able to provide cost-efficient services without compromising quality or response times.

Cost Efficiency and Direct Service Delivery

AART operates without third-party contractors, meaning we directly control all aspects of the dead animal collection process. This results in:

Lower service costs by eliminating third-party markups.

Faster response times due to direct management of our fleet and scheduling.

Greater flexibility to adjust service levels based on demand without increased costs.



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3. Service-Based Pricing Model

Our pricing structure is aligned with the volume and frequency of services requested in the RFP, ensuring the City pays only for the services required and animals that are picked up. Key factors in our pricing model include:

Routine Pickups: Cost-effective rates for regularly scheduled dead animal collection throughout the city.

On-Demand & Emergency Removals: Transparent pricing for unscheduled or emergency pickups, ensuring service availability when needed.

Proper Disposal Methods: Compliance with all city, county, and state regulations for the safe and lawful disposal of deceased animals.

4. No Additional or Hidden Costs

AART is committed to pricing transparency with no hidden fees. Our proposal includes:

Flat, predictable rates for standard pickup services.

Clearly defined costs for emergency or after-hours services when required.

Full regulatory compliance without unexpected surcharge fees.

By aligning our pricing directly with the City’s needs, AART ensures Glendale receives reliable, cost-effective, and fully compliant dead animal collection services without unnecessary financial burden.


5. VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate
 \$5,000,000
Exception: Vendor’s General Aggregate is only \$3,000,000

All Animals Rescue & Transportation, LLC (AART) is submitting a proposal exclusively for the dead animal collection and disposal services outlined in this RFP.

We respectfully decline to bid on portions related to animal control or sheltering services.

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This exception does not impact our ability to meet all specifications and requirements for dead animal collection and disposal as per this RFP.

We are fully committed to providing these services in compliance with all local, state, and federal regulations and the terms of this RFP.

6. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

(Offeror to include response here)

7. CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT-OF-INTEREST section within Exhibit 1 for required information to be included here.


All Animals Rescue & Transportation, LLC (AART) certifies that we have no conflicts of interest that would affect our ability to provide dead animal collection and disposal services under this RFP. We affirm our commitment to act in the best interests of the City of Glendale and comply with all ethical and legal obligations.

REFERENCES FORM: List a minimum of four (4) Arizona customers, excluding the City of Glendale (if applicable), for whom your company has provided services of a similar scope as this Request for Proposal, during the past four (4) years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed. These references may be used to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in the award.

Reference 1:

City of Phoenix	Phx Public Works Dept. Phoenix, AZ
Vanessa Castillo	602-495-2442
vamessa.castillo@phoenix.gov	2024-Current
Provide a brief summary of Services provided: City wide dead animal collection services.	

Reference 2:

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Town of Fountain Hills	Public Streets Dept. Fountain Hills AZ 85268
Jeff Pierce	480-749-5258
jpierce@fountainhillsaz.gov	2007-Current
Provide a brief summary of Services provided: Town wide dead animal collection services.	

Reference 3:

City of Chandler	Chandler Solid Waste Dept. Chandler, AZ
Tabitha Sauer	480-782-3430
tabitha.sauer@chandleraz.gov	2022-Current
Provide a brief summary of Services provided: City wide dead animal collection services.	

Reference 4:

City of Tempe	Public Works Dept. Tempe, AZ
Klm Moncayo	480-858-2597
kim_moncayo@tempe.gov	2024-Current
Provide a brief summary of Services provided: City wide dead animal collection services.	