

RECORDING FORM

To: ALISON HITCHCOCK,

From: Purchasing : HEATHER CARMICHAEL

Date: 27 JUN 2013

RFP # 2013-313: ESTRAY ANIMAL SERVICES

RFB # _____

Date approved in Commissioner's Court 24 JUN 2013

Rejected in Commissioner's Court
Requested to rebid: _____ Requested NO rebid: _____

Other: _____

Original Bids/Proposals/Quotes/Qualifications

Recap Sheet

Misc. documentation

Please file/scan in the County Clerk's Records.

**RFP 2013-313: Estray Animal Services
Recap Sheet**

Opening Date: June 6, 2013, 3:00 p.m., at Johnson County Purchasing Office

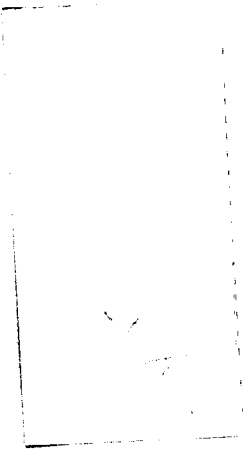
	Vendor 1	Vendor 2	Vendor 3
Vendor	Northside Veterinary	Alvarado Veterinary	Darby's Estray Animals
Address	Cleburne, TX	Alvarado, TX	Grandview, TX
Per Animal	Large animal Pickup/Disposal fee: \$230.00		Bulls, Cows, Horses, Llamas – first 2: \$95.00 ea Calves – first 2: \$75.00 ea All additional animals: \$50.00 ea Sheep, goats, hogs, birds: \$50.00 ea
Boarding per Day	No bid		1 st 5 day: \$15.00 ea/day 2 nd 5 days: \$10.00 ea/day Fee P/A after \$5.00 ea/day
Delivery Return Fee	No bid		\$60.00 per animal
Transport to Veterinary	No bid		\$60.00 per trip to Vet \$100.00 per trip to Humane Society
Original & 3 copies	Yes		Yes
References	Yes		Yes
Residence Cert	Yes		Yes
W9 Form	Yes		Yes
Vendor Notes			Quarantine of Animals: \$7.00 extra per day Any call over 20 miles from pens: \$1.50 per mile Livestock penned on site: \$60.00 first animal; remaining animals penned: \$30.00 each Call Our Fee: \$95.00 – to cover owner claim prior to arrival

No Offer

Attest: _____ Heather Carmichael, Buyer; Pam Causey, Asst. Purchasing Agent

Rick Darby
1911 CR 315B
Grandview, Texas 76031

ORG.



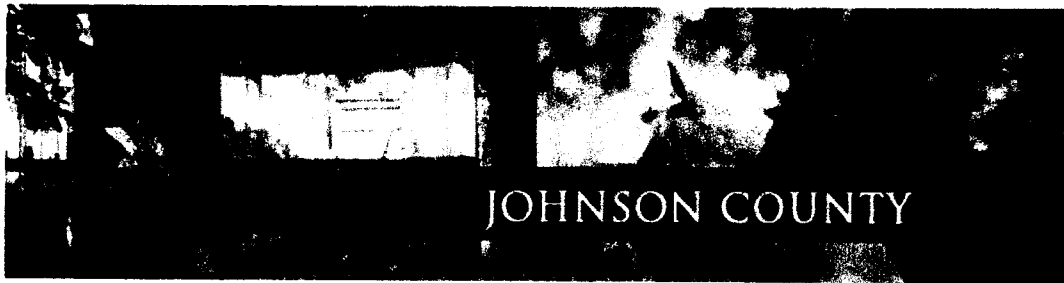
Johnson Family Purchasing
Department, Inc. 1911
"Successing Dept."
1911 CR 315B, Suite B
Grandview, Texas 76031

RFP 2013-313
Stray Animals Service
For Johnson County

VENDOR NAME

Dick Darby

REQUEST FOR PROPOSAL
ESTRAY ANIMAL SERVICES
JOHNSON COUNTY



RFP 2013-313
DUE DATE: June 6, 2013
BY 3:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: **Three (3) complete sets** of all proposal documents (original and two (2) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Margaret Cook, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed proposals shall be received no later than: 3:00 P.M., June 6, 2013.

MARK ENVELOPE: RFP 2013-313 FOR ESTRAY ANIMAL SERVICES FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. ***The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.*** However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VENDOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no**

additional charges to Johnson County. Only original invoices will be accepted. In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
\$ 1,000,000.00 each accident Combined Single Liability
\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such

bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this proposal.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Margaret Cook, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP2013-313
ESTRAY ANIMAL SERVICES
SPECIFICATIONS**

INTENT AND SCOPE: These specifications cover estray animal services for Johnson County for a one (1) year period, effective July 1, 2013 to June 30, 2014 with an option to renew for four (4) additional one (1) year periods. Johnson County reserves the right to reject any and all bids and/or to purchase from any State contract and/or inter-local agreements. Acceptance of this bid by Commissioners' Court shall constitute a contract between Johnson County and vendor.

It is the intent of Johnson County to contract for services to catch, retrieve and impound livestock and certain other animals to fulfill the requisites of the Texas Agriculture Code, including but not limited to Chapter 142, and, to protect the health, safety and property of the citizens of Johnson County.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

REQUIREMENTS: The scope of work shall include, but is not be limited to, the following:

- Animals shall include, but are not limited to, the following: livestock, cattle, horses, mules, donkeys, goats, sheep, swine, and large domestic birds.
- These specifications do **NOT** provide for the capture or keeping of domestic animals such as dogs, cats, snakes or other domestic pets.
- Vendor shall be responsible for capture of estray animals from roadways, public areas and private property.
- Vendor shall respond to calls from Johnson County Dispatch.
- Vendor shall respond 24 hours a day, 7 days a week. Vendor should respond within two (2) hours of receiving call.
- Vendor shall provide all resources necessary to capture and transport estray animals reported by Johnson County Dispatch.
- Vendor shall be in compliance with all local and state statues.
- Vendor shall facilitate the safe, lawful impounding of all estray animals.
- Vendor shall provide secure housing or containment for the animals and secure necessary veterinary services for the animals.

- Vendor shall provide separate pens for quarantine animals as necessary.
- Vendor shall provide feed, water and appropriate shelter for impounded animals.
- Impound facility and livestock must be accessible to the Sheriff and designated personnel at all times.
- Vendor shall make a report to the Johnson County Sheriff's Office regarding the circumstances of the impoundment of each animal.

OTHER REQUIREMENTS:

- Vendor shall obtain all permits for inspections, tests and other services required for service at own expense.
- Vendor shall provide a list of all staff members including qualifications, certificates and/or licenses.
- Vendor shall provide telephone number of key personnel to call in case of emergency.
- Vendor shall provide a copy of Worker's Compensation Insurance Certificate as per Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ, if applicable, to Johnson County.
- Vendor shall provide an itemized fee schedule for each applicable service provided, including but not limited to, call out fees, return fees, transportation fees, boarding fees, quarantine fees, etc.

RFB 2013-XXX

ESTRAY ANIMAL SERVICES

QUOTE SHEET

Having read and understood the instructions/terms of contract and specifications, vendor submits the following bid.

Impoundment Fees:

Per Animal	Bulls, Cows, Horses, Llamas	FIRST 2 head	\$95.00ea.
	Calves	First 2 head	\$75.00ea.
	(All Additional Animals)		\$50.00ea
	Sheep, goats, hogs, birds		\$50.00ea.

Boarding per day :	1 st 5 Days	\$15.00ea. per day
	2 nd 5 Days	\$10.00ea. per day
	Fee P/A for Remaining Days	\$ 5.00ea. per day

Delivery Return Fee : \$60.00 per Animal

Transportation to Veterinary \$60.00 per Trip

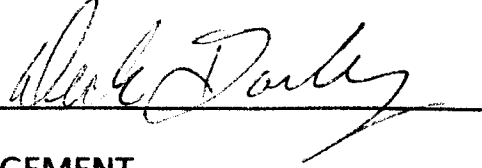
Transportation of Animals to Humane Society \$100.00 per Trip

Other Fees as Applicable: (Vendor shall include description of Fee)

Quarantine of Animals	\$ 7.00 Extra per Day
Any Call over 20 miles from Pens	\$ 1.50 per mile
Livestock Penned on Site	\$60.00 First Animal
Remaining Animals Penned	\$30.00ea.
CALL OUT FEE;	\$95.00

To cover call out man's travel and expense to scene even though the owner claims the animal prior to arrival. (SEE Following Page for Vendor Acknowledge)

Vendor is requested to include an itemized list of other fees as may be applicable to these specifications.

A handwritten signature in black ink, appearing to read "Alvin C. Taylor", is written over a horizontal line.

VENDOR ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with other offer, and that the contents of this bid as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the

official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Dick Darby dba Darby's Estray Animals
Address: 6700 CR305B
Grandview, Texas 76050
Phone: 817 240 3742 Fax: 817 866 3738
Offerer's Signature: Dick Darby
Offerer's Printed Name: DICK DARBY
Position with Vendor: Owner

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Johnson County requires a Residence Certification. §2252.001 *et seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Darby's Estray Animals is a Resident Bidder of Texas
(Company Name)
as defined in Texas Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as
(Company Name)
defined in Texas Government Code §2252.001 and our principal place of business is

(City and State)

Horseshoe Animal Clinic
2420 N. Main
Cleburne, TX 76033

Johnson County Purchasing
Margaret Cook, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, TX 76031



1000



76031

U.S. POSTAGE
PAID IN
CLEBURN, TX
MAY 24 2013
AMOUNT
\$2.32
00052604-10

CF

00052604-10

00052604-10



To Whom it May Concern:

Please find the attached RFP 2013-313 Request for Proposal Estray Animal Services Johnson County. I hereby verify that the attached information is accurate and true. Should you have additional questions, please do not hesitate to contact me.

Thank You-

A handwritten signature in cursive script that reads 'Stephanie Jones'.

Stephanie Jones
Practice Manager
Northside Animal Clinic
817-641-7411
stephaniejones@northsideanimalvet.com

VENDOR NAME

REQUEST FOR PROPOSAL
ESTRAY ANIMAL SERVICES
JOHNSON COUNTY



RFP 2013-313
DUE DATE: June 6, 2013
BY 3:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: **Three (3) complete sets** of all proposal documents (original and two (2) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Margaret Cook, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed proposals shall be received no later than: 3:00 P.M., June 6, 2013.

MARK ENVELOPE: RFP 2013-313 FOR ESTRAY ANIMAL SERVICES FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: **Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no**

additional charges to Johnson County. Only original invoices will be accepted. In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
\$ 1,000,000.00 each accident Combined Single Liability
\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such

bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this proposal.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Margaret Cook, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP2013-313
ESTRAY ANIMAL SERVICES
SPECIFICATIONS**

INTENT AND SCOPE: These specifications cover estray animal services for Johnson County for a one (1) year period, effective July 1, 2013 to June 30, 2014 with an option to renew for four (4) additional one (1) year periods. Johnson County reserves the right to reject any and all bids and/or to purchase from any State contract and/or inter-local agreements. Acceptance of this bid by Commissioners' Court shall constitute a contract between Johnson County and vendor.

It is the intent of Johnson County to contract for services to catch, retrieve and impound livestock and certain other animals to fulfill the requisites of the Texas Agriculture Code, including but not limited to Chapter 142, and, to protect the health, safety and property of the citizens of Johnson County.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

REQUIREMENTS: The scope of work shall include, but is not be limited to, the following:

- Animals shall include, but are not limited to, the following: livestock, cattle, horses, mules, donkeys, goats, sheep, swine, and large domestic birds.
- These specifications do **NOT** provide for the capture or keeping of domestic animals such as dogs, cats, snakes or other domestic pets.
- Vendor shall be responsible for capture of estray animals from roadways, public areas and private property.
- Vendor shall respond to calls from Johnson County Dispatch.
- Vendor shall respond 24 hours a day, 7 days a week. Vendor should respond within two (2) hours of receiving call.
- Vendor shall provide all resources necessary to capture and transport estray animals reported by Johnson County Dispatch.
- Vendor shall be in compliance with all local and state statues.
- Vendor shall facilitate the safe, lawful impounding of all estray animals.
- Vendor shall provide secure housing or containment for the animals and secure necessary veterinary services for the animals.

- Vendor shall provide separate pens for quarantine animals as necessary.
- Vendor shall provide feed, water and appropriate shelter for impounded animals.
- Impound facility and livestock must be accessible to the Sheriff and designated personnel at all times.
- Vendor shall make a report to the Johnson County Sheriff's Office regarding the circumstances of the impoundment of each animal.

OTHER REQUIREMENTS:

- Vendor shall obtain all permits for inspections, tests and other services required for service at own expense.
- Vendor shall provide a list of all staff members including qualifications, certificates and/or licenses.
- Vendor shall provide telephone number of key personnel to call in case of emergency.
- Vendor shall provide a copy of Worker's Compensation Insurance Certificate as per Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ, if applicable, to Johnson County.
- Vendor shall provide an itemized fee schedule for each applicable service provided, including but not limited to, call out fees, return fees, transportation fees, boarding fees, quarantine fees, etc.

**RFB 2013-XXX
ESTRAY ANIMAL SERVICES
QUOTE SHEET**

Having read and understood the instructions/terms of contract and specifications, vendor submits the following bid:

Impoundment Fees:	
Per Animal	\$
Boarding per day	\$
Delivery Return Fee	\$
Transportation to Veterinary	\$
Other Fees as Applicable: (Vendor shall include description of fee)	
	\$
	\$
	\$
	\$
	\$

Vendor is requested to include an itemized list of other fees as may be applicable to these specifications.

VENDOR ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offerer, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the

official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: _____

Address: _____

Phone: _____ Fax: _____

Offerer's Signature: _____

Offerer's Printed Name: _____

Position with Vendor: _____

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Johnson County requires a Residence Certification. §2252.001 *et seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas
(Company Name)
as defined in Texas Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as
(Company Name)
defined in Texas Government Code §2252.001 and our principal place of business is

(City and State)



**Northside Animal Clinic
2420 N. Main
Cleburne, Texas 76033
817-641-7411**

To Whom It May Concern:

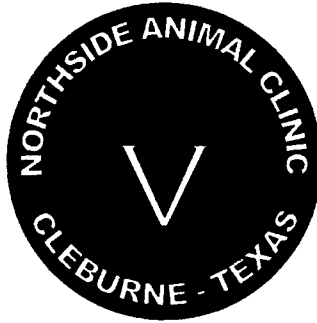
Please find below the proposed quote for services from the Northside Animal Clinic for the Veterinary Services of Livestock and Other Animals for the Johnson County (RFP 2013-313)

Large Animal

- Coggins.....\$24.25
- Equine Euthanasia.....\$125.00
- Large Animal Pick-Up/ Disposal Fee (current rate from company, subject to increase at any time if their rate increases).....\$230.00
- Farm Call.....\$75.00 (if in a location other than 1800 Ridgmar, Cleburne, Texas. If at the Ridgmar location we will not charge a farm call charge.)
- Examination.....\$38.00

Small Animal

- Examination.....\$38.00
- Euthanasia Canine <20#...\$48.00
- Euthanasia Canine 21-50#...\$53.00
- Euthanasia Canine 51-80#...\$68.00
- Euthanasia Canine >81#...\$69.00
- Euthanasia Feline.....\$39.00
- Head Removal....\$75.00
- Rabies Submission....\$No Charge
- Overnight Postagevaries but charge will be passed through with no additional fee for packaging or transporting.



Dr. Craig Jones/ Dr. Kevin Stehn
2420 N. Main
Cleburne, Texas 76033
817-641-7411

References

Sheriff Bob Alford
Sheriff Johnson County
1102 E. Kilpatrick
Cleburne, Texas 76031
817-556-6058

Mike Powell
Chief Deputy Johnson County Sheriff's Office
1102 E. Kilpatrick
Cleburne, Texas 76031
817-556-6058

Dick Darby
6700 CR 395 B
Grandview, Texas 76050
817-648-1834

2013 RENEWAL CERTIFICATE

The Texas State Board of Veterinary Medical Examiners certifies that the individual listed below is registered with the Board for the year March 1, 2013 through February 28, 2014. This Certificate must be displayed in the Registrant's office with original Texas License.

License Number: **6715**

Renewal Number: **3433**

Dr. Ronald Craig Jones
NORTHSIDE ANIMAL CLINIC
2420 N MAIN
CLEBURNE TX 76033



Nicole Olin
EXECUTIVE DIRECTOR

Sponsored by

A V M A



P L I T

Veterinary Professional Liability Insurance Policy

Certificate of Insurance

Continued from previous page



ZURICH

ITEM 1: Insured by the stock company below and hereinafter called the
Company Zurich American Insurance Company

Effective: 1/01/13, this endorsement forms a part of

Policy Number: EOL 5241302-08 and Certificate Number: 53864

Issued to: Ronald C. Jones, DVM, c/o Northside Animal Clinic

IMPORTANT NOTICE TO TEXAS INSUREDS

The insurer for the purchasing group may not be subject to all the insurance laws and regulations of your state. The insurance insolvency guaranty fund may not be available to the purchasing group.

Authorized Signature

This Certificate of Insurance is issued off the Master Policy held by the American Veterinary Medical Association (A.V.M.A) Professional Liability Insurance Trust. By acceptance of this policy the Named Certificate Holder agrees that the statements in the certificate and the application and any attachments hereto are the Named Certificate Holder's agreements and representations and that this policy embodies all agreements existing between the Named Certificate holder & the Company or any of its representatives relating to this insurance.

Notice to the Company:

Zurich North American-Specialties Claims
Attn: Professional Liability Claim Department
P.O. Box 307010, Jamaica, NY 11430-7010

2013 RENEWAL CERTIFICATE

The Texas State Board of Veterinary Medical Examiners certifies that the individual listed below is registered with the Board for the year March 1, 2013 through February 28, 2014. This Certificate must be displayed in the Registrant's office with original Texas License.

License Number: 9116

Renewal Number: 6577

Dr. Kevin J. Stehn
NORTHSIDE ANIMAL CLINIC
2420 N MAIN ST
CLEBURNE TX 76033



Nicole O...
EXECUTIVE DIRECTOR

Sponsored by

A V M A



P L I T

**Veterinary Professional Liability
Insurance Policy
Certificate of Insurance**
Continued from previous page



**ITEM 1: Insured by the stock company below and hereinafter called the
Company Zurich American Insurance Company**

Effective: 1/01/13, this endorsement forms a part of

Policy Number: EOL 5241302-08 and Certificate Number: 150627

Issued to: Kevin J. Stehn, DVM

IMPORTANT NOTICE TO TEXAS INSUREDS

The insurer for the purchasing group may not be subject to all the insurance laws and regulations of your state. The insurance insolvency guaranty fund may not be available to the purchasing group.

Authorized Signature

This Certificate of Insurance is issued off the Master Policy held by the American Veterinary Medical Association (A.V.M.A) Professional Liability Insurance Trust. By acceptance of this policy the Named Certificate Holder agrees that the statements in the certificate and the application and any attachments hereto are the Named Certificate Holder's agreements and representations and that this policy embodies all agreements existing between the Named Certificate holder & the Company or any of its representatives relating to this insurance.

Notice to the Company:

Zurich North American-Specialties Claims
Attn: Professional Liability Claim Department
P.O. Box 307010, Jamaica, NY 11430-7010



One Tower Square, Hartford, Connecticut 06183

BUSINESSOWNERS COVERAGE PART DE

OFFICE PAC

POLICY NO.: IL-PACP-573W2216-TLC-12
ISSUE DATE: 09-17-12

INSURING COMPANY:
THE TRAVELERS LLOYDS INSURANCE COMPANY

POLICY PERIOD:
From 07-20-12 to 07-20-13 12:01 A.M. Standard Time at your mailing address.

FORM OF BUSINESS: CORPORATION

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE	
General Aggregate (except Products-Completed Operations Limit)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 2,500 per occurrence.
 Building Glass: \$ 250 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:
Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**



BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 01

BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING *Replacement Cost	\$ 677,144	RC*	90%	0.0%
BUSINESS PERSONAL PROPERTY *Replacement Cost	\$ 298,700	RC*	90%	0.0%
COVERAGE EXTENSIONS:				
Accounts Receivable	\$ 25,000			
Valuable Papers	\$ 25,000			

PREMISES LOCATION NO.: 02

BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING *Replacement Cost	\$ 71,095	RC*	N/A	0.0%
BUSINESS PERSONAL PROPERTY *Replacement Cost	\$ 41,061	RC*	N/A	0.0%
COVERAGE EXTENSIONS:				
Accounts Receivable	\$ 25,000			
Valuable Papers	\$ 25,000			

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

