



LEGAL NOTICE

REQUEST FOR BID SEALED BID 11-194

For

Veterinary Services for Pet Adoption Center

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Veterinary Services for Pet Adoption Center**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One original and one [1] signed copies of the bid must be received in a sealed envelope plainly marked “**Sealed Bid 11-194 Veterinary Services for Pet Adoption Center**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 11/08/2011 at 10:00 AM , in **Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at purchasing@sccmo.org, **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Rick Hooker, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **10/28/2011**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website <http://finance.sccmo.org/finance>. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County.

Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When

payments are to be made to the County, award will be made to the most advantageous offer.

- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division
The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

OPEN RECORDS

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

Insurance

Worker's Compensation and Employer's Liability: The successful contractor and each subcontractor shall maintain a policy of Worker's Compensation insurance, or be a qualified self-insurer, providing Statutory limits and Employer's Liability coverage with limits of no less than \$500,000 during the life of the contract.

Automobile, General Liability (including products and completed operations) and Property Damage: Minimum coverage to be maintained by Contractor and each subcontractor in the amount of \$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence. Coverage for completed operations shall also be included. Property damage coverage of at least \$1,000,000 shall be maintained. In the alternative, a Combined Single Limit Policy in the amount of \$3,000,000 shall be maintained. Automobile coverage must include non-owned vehicles.

All such insurance shall be written through an insurance company licensed to do business in the State of Missouri and acceptable to Saint Charles County. The policy must specifically state that the coverage, as it pertains to the County, shall be primary; that any or all insurance carried by an additional insured is strictly excess and secondary, and will not contribute to the Contractor's policy.

The Contractor and each subcontractor agree to furnish Saint Charles County with a Certificate of Insurance naming them as an Additional Insured on each of their respective policies and include a provision for at least 30 days written notice of any material change or cancellation.

BID SPECIFICATIONS

St. Charles County is requesting bids for veterinary services and veterinary consultation services for its animal control program and for the St. Charles County Division of Humane Services Pet Adoption Center for the period January 1, 2012 through December 31, 2012. If both the county and the successful bidder mutually agree, the contract can be extended for a second and a third one-year period through December 31, 2014.

Service and consultation shall be available during normal working hours, 8:00 a.m. to 5:00 p.m. Monday through Saturday. Onsite time will be determined by the needs of the Center and the onsite time needed to provide all contracted services. The facility is located at 4850 Mid Rivers Mall Drive.

The City of St. Peters Animal Control Program also houses animals at the St. Charles County facility. The County manages the facility and conducts an extensive adoption program that includes all adoptable animals regardless of originating jurisdiction.

Most animals held and processed by the Division of Humane Services are canines and felines. Occasionally, consultation and/or service may be needed for other mammals, birds and reptiles.

Services to be provided include:

- Perform medical exams on all types of animals as needed.
- Supervise all medical testing.
- Supervise the vaccination and de-worming program.
- Follow up and continue care as needed on all sick and injured animals.
- Euthanasia of animals by injection at the direction of shelter staff.
- Review all cases and render dispositions in consultation with facility staff on approximately 5,000 cats and dogs per year.
- Spay or neuter approximately 2,800 adoptable cats and dogs 8 weeks of age and older.
- Provide suture removal and post-surgical follow-up of adopted pets at a licensed veterinary facility located in St. Charles County or at the Pet Adoption Center at no additional cost to the County or the pet owner. Any further service or ongoing services between the adopted animal's owners and the veterinarian are by mutual agreement between the veterinarian and the pet owner and all costs incurred in these other services are the responsibility of the pet owner.
- Supervise onsite humane euthanasia by injection of approximately 2000 animals a year.
- As needed, train Center staff on pre-surgical testing, blood drawing, surgical equipment preparation, animal prep for surgery, surgical assistance, post-surgical care of animals, medical supply ordering, daily medical care, daily medication procedures and administration, continuing education on advances in veterinary medicines and public health issues, maintenance of euthanasia procedures and protocols, training in proper veni-puncture and other veterinary skills as required.
- Perform necropsy on animals as necessary and document results for possible court prosecution.
- Diagnose and advise of the need for more intense medical care at a veterinary facility.
- Have regular conferences in person and by telephone with Center management and support staff as necessary.
- Determine when animals have been abused and make recommendations to Center management.

- Prepare abuse reports for the County Counselor's Office and the Prosecuting Attorney's Office as necessary.
- Be available when subpoenaed and testify for the County.
- Provide ongoing support to the management and operational staff of the Center.

Service Availability:

- 1 On call availability 24 hours a day, 7 days a week.
- 2 Available for emergency drop-offs 24 hours a day, 7 days a week.
- 3 Experience in the current facility indicates the need for veterinary services approximately 40 hours per week, 52 weeks a year.
- 4 Perform onsite surgeries at least 4 hours a day for at least three days a week.
- 5 Be available during disasters which affect the center.

Supplies and Equipment:

The County will supply medications, chemicals including insecticides, shampoo, anesthetics, testing/screening supplies, anesthesia supplies surgical supplies and all necessary equipment as specified by the veterinarian and agreed upon by the Division of Humane Services Director or his authorized designee. Controlled drugs shall be purchased under the license of the veterinarian and kept at the shelter. The veterinarian will also be responsible for prescribing tranquilizers that are issued to animal control officers certified in chemical immobilization.

Qualifications:

- 1 All veterinarians used by the contractor must be licensed and in good standing in the State of Missouri.
- 2 All veterinarians must be proficient in the surgical procedures including early age spay and neuters that will be performed at the Center.
- 3 Any veterinary support staff provided by the contractor to assist the contractor in meeting the requirements of this contract will be under the supervision of the veterinarian assigned to the facility by the contractor.

Examples of Consultative Services Expected:

- 1 Advise on the control of infectious and other kennel diseases.
- 2 Assistance in developing additional educational content for the Department's website.
- 3 Be present during interviews of veterinary assistance staff and make confidential recommendations after the interview to Center Management.
- 4 Assist in the maintenance of up-to-date position descriptions veterinary assistance positions at the Center.
- 5 Provide input to management during the preparation of kennel and veterinary staff performance reviews.
- 6 Give professional input on facility equipment needs, and facility layout and design.
- 7 Establish a regular working relationship with the Department of Community Health and Environment Director and the division director over the Division of Humane Services.
- 8 Meet with Center staff as needed.
- 9 Attend staff meetings as needed.

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

BID FORM

SB 11-194

Veterinary Services for Pet Adoption Center

BID OPENING DATE: 11/08/2011 at 10:00 AM

(Bidder name)

Submits the following bid for this project:

Annual fee for service \$ _____

Authorized signature

Date _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all bid terms and conditions)

Date: _____



AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
(Name) (Office held)

sworn, on my oath, affirm _____ is enrolled and will
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work

in connection with the contracted services related to _____

(Describe project or insert bid number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that
_____ does not and will not
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the _____

(Describe project or insert bid number)

for the duration of the contract.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).

Signature (person with authority)

Printed name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary
(Day) (Month & Year)

Public within the County of _____, State of _____, and my
commission expires on _____.

Signature of Notary

Date