

RESOLUTION NO. 2018 - 98

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 18-33 AND TO EXECUTE AN AGREEMENT FOR VETERINARIAN SERVICES.

RECITALS

WHEREAS, the County desires to enter into a contract with Atlantic Veterinary Hospital to provide professional veterinarian services for the St. Johns County Animal Control Division in accordance with RFP No. 18-33; and

WHEREAS, the scope of the services will be to provide professional veterinarian services on a part time basis at the St. Johns County Animal Control facility located at 130 North Stratton Road, St. Augustine, FL 32095 in accordance with RFP No. 18-33; and

WHEREAS, through the County's formal RFP process, Atlantic Veterinary Hospital was selected to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 18-33 to Atlantic Veterinary Hospital and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 18-33.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3 day of April, 2018.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Haltemaner
Deputy Clerk

RENDITION DATE 4/5/18





CONTRACT AGREEMENT
RFP NO: 18-33; Veterinarian Services
Master Contract #: 18-MCC-ATL-09166

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2018 ("Effective Date"), by and between **St. Johns County, FL** ("County" or "Owner"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Atlantic Veterinary Hospital** ("Contractor"), authorized to do business in the State of Florida, with offices located at 11633 Philips Highway, Jacksonville, FL 32256; Phone: (904) 738-8391; Fax: (904) 738-8394; and Email: atlvet hosp@gmail.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon signature by both parties, as of the Effective Date, as provided above, and shall be in effect for an initial contract term of three (3) calendar years, and may be renewed for a maximum of one (1) two-year period, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the continued need for these services. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the services noted in the Contract Documents. The County reserves the right to authorize additional renewals beyond those stated above, if doing so serves the best interest of the County.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 – SERVICES

The Contractor's responsibility under this Agreement is to provide professional veterinarian services on a part time basis at the St. Johns County Animal Control facility located at 130 North Stratton Road, St. Augustine, FL 32095, as specified in the Scope of Work attached hereto as Exhibit "B", proposed by the Contractor, approved by the County in accordance with RFP No: 18-33 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Animal Control Division or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. St. Johns County shall compensate the Contractor based upon the Unit Prices, as submitted in the RFP proposal, accepted by the County, and provided herein on Exhibit A. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the respective St. Johns County Department, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion of procedures noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
 1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors

through the date of the invoice;

2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Animal Control
Attn: Travis Hembree
130 North Stratton Road
St. Augustine, FL 32095
- G. FINAL INVOICE: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the Contractor with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days

in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. Contractor shall provide a surgical veterinarian technician for all Spay and Neuter Veterinary Services. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given

County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 15 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 17 - NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at

law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 19 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 20 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 22 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an

independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 25 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 27 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 30 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to

persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 32 - FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 33 - ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 34 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, CPPB, FCCM, Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Atlantic Veterinary Hospital
Attn: Dr. Herb Loeman
11633 Philips Highway
Jacksonville, Florida 32256

ARTICLE 35 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 36 - PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested

records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 37 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 38 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 39 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 40 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Jaime T. Locklear, MPA, CPPB, FCCM
Assistant Purchasing Manager
Printed Name & Title County Representative

Signature County Representative

Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

CONTRACTOR:

Atlantic Veterinary Hospital
Company Name

Signature of Contractor Representative

Printed Name & Title

Date of Execution

RFP No. 18-33; Veterinarian Services
EXHIBIT "A" -BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the per procedure rates as submitted in the Contractor's Proposal, approved by the County, and provided herein. Unit prices for procedures shall include all direct costs, indirect costs, charges, and fees associated with performing each procedure and with performing each Emergency/After Hours call necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to this Agreement through a Contract Amendment. No additional costs shall be charged to the County for performing the required services.

Neuter Procedure Rate (Dogs) \$40.00 per procedure

Spay Procedure Rate (Cats) \$40.00 per procedure

General Veterinary Service Exam \$20.00 per procedure

General exams to include but not limited to: Adminstrating Vaccinations including rabies and microchipping

Minor Surgery Procedure \$20.00 per procedure

Minor Surgery procedure to include but not limited to: Cherry eye removal, eye nucleation, lacerations.

Emergency/After Hours Rate \$100.00 per trip

RFP No. 18-33; Veterinarian Services
EXHIBIT "B" – SCOPE OF WORK

1. Spay and Neuter Veterinary Services

Procedure states that any authorized adoption requires that a veterinarian perform the spay/neuter procedure on the subject dog or cat prior to transfer of ownership. Any emergency situation involving an animal may also require attention from a licensed veterinarian. These services will ensure efficient flow of healthy adopted pets to St. Johns County citizens. Veterinarian services may include, but is not limited to, providing history and physical to spay/neuter patients, performing lab work related to spay/neuter patients, performing spay and neuter surgeries to animals of St Johns County, providing guidance to staff on follow-up treatment, diet and behavioral issues. Weekly services may include approximately 20 spay/neuter clinic surgeries, medical exams of spay/neuter clinic patients and lab work related to spay/neuter clinic patients. Contractor shall provide a surgical veterinarian technician for all Spay and Neuter Veterinary Services.

2. General Veterinary Services

General exams to include but not limited to: Administrating Vaccinations including rabies and microchipping
Minor Surgery to include but not limited to: Cherry eye removal, eye nucleation, lacerations, any and all medical procedures.

Emergency Services: Shelter or animal control officer related.

3. Veterinarian of Record for Veterinary License

The Contractor shall be the veterinarian of record for the purpose of maintaining a current Veterinary License with the State of Florida. A Copy of the veterinarian's current state license shall be posted at the SJC Animal Control Center and remain on file with St. Johns County.

4. Training Shelter Staff

Contractor shall provide training to the SJC Animal Control Center staff and enforcement officers in the areas of basic animal first aid, signs of neglect, treatment of infectious diseases and animal husbandry on a semi-annual basis.

5. Co-sign for the Shelter's Controlled Drugs

The contractor must be licensed to act as co-signer for the purchase of controlled drugs at the SJC Animal Control Center as required by the Drug Enforcement Administration. Contractor will supervise handling and recording of controlled substances. Contractor must maintain a current DEA license to be kept on file with St. Johns County.

7. Back-up Services

The contractor shall provide relief/backup veterinary services for times when the Contractor cannot be present for spay/neuter surgeries. In the event the veterinarian is unable to perform the required services at any time, the veterinarian shall provide an alternate veterinarian during this period of absence. The alternate veterinarian shall have the same qualifications and licenses as required of the contractor.

8. Schedule

The contractor shall be on call 24 hours, 7 days a week. The veterinarian and surgical veterinarian technician shall be on site at the Animal Control Center a minimum of twelve (12) hours per week.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

March 8, 2018

RE: RFP No: 18-33 – Veterinarian Services

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Atlantic Veterinary Hospital under RFP No: 18-33, Veterinarian Services. This notice will remain posted St. Johns County Purchasing Department bulletin board until 9:00 a.m., Wednesday, March 14, 2018.

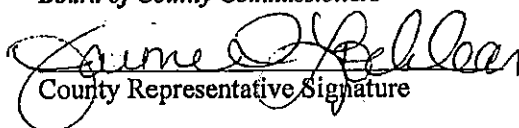
Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to April Johnston, Procurement Coordinator in the Purchasing Department at ajohnston@sjcfl.us.

If you have any questions regarding this Notice of Intent to Award please contact me at the information below.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 3/9/18

Jaime T. Locklear, CPPB, FCCM, Assistant Purchasing Manager
Name & Title (Printed)



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

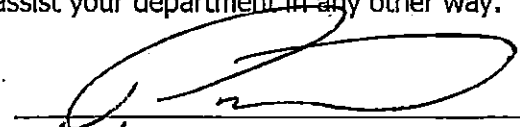
I N T E R O F F I C E M E M O R A N D U M .

TO: Paul Studivant, Division Manager, Animal Control
FROM: April Johnston, Procurement Coordinator
SUBJECT: RFP 18-33 Veterinarian Services
DATE: March 2, 2018

Attached please find a copy of the RFP Proposal for your file, only one proposal was received in response to this RFP.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval 
Date 3/6/18
Budget Amount \$ 28,000.00
Account Funding Title 53120
Funding Charge Code 53120
Award to Atlantic Veterinary Hospital
Award Amount \$ 28,000.00

PART VII:- ATTACHMENTS/FORMS

RFP NO: 18-33 Veterinarian Services

COVER PAGE

SUBMIT ONE (1) ORIGINAL HARD COPY & ONE (1) EXACT ELECTRONIC PDF COPY ON USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:

PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: April Johnston, Procurement Coordinator

COMPANY NAME: Atlantic Veterinary Hospital

COMPANY CONTACT: Dr. Herb Loeman

PHONE NUMBER: 904 799-8391

EMAIL ADDRESS: atlvet hosp@gmail.com

DATE: Feb. 24 / 2018

Section 2. Cover Letter

February 24, 2018

**Atlantic Veterinary Hospital
11633 Philips Hwy
Jacksonville FL. 32256
Ph: (904) 738-8391
Fax: (904) 738-8394
atlvetosp@gmail.com**

**Contact Person:
Dr. Herb Loeman DVM MSc BSc
3104b Coastal Hwy
Saint Augustine FL. 32084
Ph: (904) 806-8448
herbloeman@hotmail.com**

To Whom It May Concern;

I am writing in regards to RFP NO: 18-33 Veterinary Services.

I am very interested in continuing as the Veterinarian for St. John's County Animal Control and Pet Center.

I have been the county's veterinarian for the past 5 years. I have conducted myself in a professional, hard working, caring, open minded manner.

The staff and I have worked well together to provide the best veterinary care possible to the animals at the shelter.

I also have been fortunate enough to work closely with the St John's County K-9 unit through the Pet Center.

I have been practicing Veterinary Medicine for the past 15 years and 8 of those have been at the Atlantic Veterinary Hospital (AVH).

AVH is a small and large animal practice that covers all of St. John's County and works closely with many non-profit rescue organizations.

We understand that the main objective is to find loving homes for unwanted animals through efficient, low-cost procedures but maintain high standards of animal welfare.

Sincerely;



Dr. Herb Loeman DVM MSc BSc

Section 3: Qualification of Company and Staff

1. Atlantic Veterinary Hospital

Location: 11633 Philips Hwy Jacksonville FL. 32256
Mobile services for St. John's, Duval and Flagler Counties
Owner: Dr. Erin Ouellette
Established: 2010
Employees: 11. Annual Gross Sales: \$ 1,400,000
EIN # 90-053-0213

2. Dr. Herb Loeman DVM MSc BSc (Primary Veterinarian)

Graduated Atlantic Veterinary College in 2003 with DVM
15 years veterinary experience
Worked and lived in St John's County for the past 11 years
Florida Veterinary License # VM.10184
DEA License # FL 1370701
American Veterinary Medical Association # 0218083

3. Dr. John von Kieckebusch DVM BA (Secondary Veterinarian)

Graduated Oklahoma State University in 2013 with DVM
5 years of veterinary experience
Worked and lived in St john's county for past 5 years
Florida Veterinary License # VM12563
DEA License # FV 4927820
American Veterinary Medical Association # 254628

4. Taylor Nolan (Veterinary Assistant)

Worked as veterinary assistant at AVH for 4 years
Very qualified and excellent surgery technician

5. Kaitlin Beiser (Veterinary Technician)

Worked as head veterinary technician at AVH for past 5 years
extremely qualified as a surgery technician

6. Patty Runk (Office Manager)

Worked for AVH for 8 years
will be dealing with billing and paperwork

Atlantic Veterinary Hospital is fully qualified to provide full Veterinary Services. The hospital has diagnostic capabilities including; blood work, radiographic imaging and ultrasound.

AVH has full surgical capabilities of advanced surgery including; orthopedic, abdominal exploratory, leg amputation

AVH can handle most emergencies that may arise from St. John County Animal control and Pet Center

AVH also has several mobile trucks that are stocked and capable of medical / surgical treatment at homes / farms.

I personally drive past St. John's County Animal Control and Pet Center every day on my way to and from work.

It makes it easy for any quick stops before and after work if needed.

If I am not able to cover any emergencies, then Dr. John von Kieckebusch or Dr. Erin Ouellette will be available.

Dr. Herb Loeman DVM, MSc., BSc.
3104b Coastal Hwy St. Augustine FL. 32084
904 806-8448
herbloeman@hotmail.com

Education

Doctor of Veterinary Medicine

**Atlantic Veterinary College
1999 - 2003**

Class President during 1st and 2nd year
Vice-President AVC student executive 2nd and 4th year
2002 UPEI Leadership Award
2001 Dr. Lawrence E. Heider Leadership Award
2000 Hill's Pet Nutrition Class Spirit Award
2000 Dean's List for academic performance
Co-organizer of the 2001 AVC Open House and 2001/2002 Student Industry Day
Member of the AVC Bovine Club, AVC Community Task Force, AVC Men's Hockey
and Basketball Teams
Attended SCVMA conferences at WCVM (2002), FMV (2001) and OVC (2000)

Master of Science

**University of Calgary
1996 - 1998**

"Neutrophil Function in Bovine Footrot"
Margaret Gunn Endowment
1998 The University of Calgary Graduate Research Scholarship
1997/1998 The University of Calgary Biological Sciences Fee Scholarship

Bachelor of Science

**University of Calgary
1991 - 1996**

Double Major: Zoology / Cellular, Molecular and Microbial Biology
1992 Royal Canadian Legion Bursary
1991 Grace Waring Memorial Bursary

Work Experience

Atlantic Veterinary Hospital

**Jacksonville, FL
2010 - Present**

Shelton Veterinary Clinic

**St. Augustine, FL
2007 – 2010**

Locum Veterinarian

**Canada and US
2005 – 2007**

Working for veterinarians at various practices that are in need of time off.

**Valley Veterinary Clinic
(50% small / 50% large)**

**Drumheller, AB
2003 - 2005**

Canine / Feline

Surgical electives, cherry eyes, laceration repair, lump removal, dental extractions, cesarean sections, limb amputation, orthopaedic repair of fractures and cruciate repair, Vaccinations, medical treatment of cases involving: critical care, infectious diseases, dermatology, cardiac/circulatory, neoplasia, etc.

Bovine

Pregnancy diagnosing, calving dystocias, cesarean sections, prolapse vagina/rectums, eye exenterations, displaced abomasum surgeries, bull semen testing, casting calf legs, medical treatment of: footrot, pinkeye, lumpy jaw, hypocalcemia, mastitis, calf pneumonia and scours.

Equine

Pregnancy diagnosis (ultrasound), foaling dystocia, castrations, wound repair and floating teeth. Medical treatment of colic, pneumonia, dermatology and lameness.

Member of the Canadian Veterinary Medical Association

Member of the Alberta Veterinary Medical Association

CFIA accredited for export of animals from Canada.

Masters of Science Student

**University of Calgary
1996 -1998**

Graduate course in research animals: handling, ethics, etc.

Laboratory research: bacterial growth and classification, neutrophil purification, antibody production and transmission electron microscopy. Development and troubleshooting of experimental protocol. Presented two 1 hour departmental seminars (Footrot and Genetic Cloning)

Teaching Assistant - Animal Physiology Laboratories

**University of Calgary
1996 - 1998**

Introductory presentations including experimental demonstrations
Assisted students during laboratory procedures
Evaluated student projects and reports

Volunteer Experience

Free Spay and Neuter Clinic

**Punta Mita, Mexico
Feb 2 – 5th, 2006**

Cover story of the May/June 2006 issue of the Alberta Veterinary Medical Association Magazine
Treated 122 animals in four days.
7 injections: sedated IM, induced IV, vaccinated with DA2PPV/FVRCP and Rabies, given anti-parasitic, analgesic and antibiotics

References

Dr. Erin Emmans, DVM
Atlantic Veterinary Hospital
11633 Philips Hwy
Jacksonville, Florida 32256
eeammans12@gmail.com
(904) 738-8391

Dr. Morrey Lehmann, DVM
Valley Veterinary Clinic
123 - 7th Ave. S.E.
Drumheller, AB T0J-0Y0
mlehmann@telusplanet.net
(403) 823-5400

Dr. Doug Morck, BSc., DVM, PhD
Animal Health Unit (LESARC)
Biological Sciences Rm 055
University of Calgary
2500 University Drive N. W.
Calgary, AB. T2N - 1N4
dmorck@ucalgary.ca
(403) 220-5279

Publications

Lobb D.A., Loeman H.J., Sparrow D.G., and Morck D.W. 1999. Bovine Polymorphonuclear Neutrophil Mediated Phagocytosis and an Immunoglobulin G₂ Protease Produced by *Porphyromonas levii*. Canadian Journal of Veterinary Research. 63: 113-118.

Walter, M.R.V., H.J. Loeman, D.G. Sparrow, D.A. Lobb, and D.W. Morck. 2000. Phagocytosis of *Porphyromonas levii* by Bovine Macrophages *in vitro*. In: Proceedings of the First Congress of the Confederation Anaerobes Societies. Manchester, England.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF VETERINARY MEDICINE

LICENSE NUMBER	
VM10184	



The VETERINARIAN
Named below IS LICENSED
Under the provisions of Chapter 474 FS.
Expiration date: MAY 31, 2018

LOEMAN, HERB JAMES
11633 PHILIPS HWY
JACKSONVILLE FL 32256



ISSUED: 04/05/2016

DISPLAY AS REQUIRED BY LAW

SEQ# L1604050000780

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FL1370701	03-31-2018	\$731

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	PRACTITIONER	03-30-2015

LOEMAN, HERB, J DVM
ATLANTIC VETERINARY HOSPITAL
11633 PHILIPS HWY
JACKSONVILLE, FL 32256

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

Form DEA-223 (05/04)

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.

John M. von Kieckebusch

450 La Travesia Flora, Unit 202 • St. Augustine, FL 32095 • 904.540.3857 •
vonkiec@okstate.edu

Objective

Mixed animal veterinarian with 3.5 years experience in diagnosing and treating pets and farm animals. Looking to obtain a position at a progressive mixed animal clinic that allows me to utilize my skills and challenges me.

Education

Oklahoma State University

May 2013

Doctor of Veterinary Medicine

Flagler College

May 2005

Bachelor of Arts

Employment History

Banfield Pet Hospital – Jacksonville, FL

Jan 2015-Present

Locum Veterinarian

- S. A. soft tissue surgeries
- Pocket pet medical care and treatment
- Routine wellness prevention/care
- Triage and care of hospitalized/sick animals

Atlantic Veterinary Hospital-Jacksonville, FL

June 2013-Present

Associate Veterinarian

- Routine equine/preventative medicine: Pre-Purchase Exams, Joint Injections
- Proficient in S.A. surgery: soft tissue, orthopedic (FHO, Fx repair, ACL)
- After hours medical emergencies: Equine and Food Animal
- Equine/S. A. reproductive procedures
- Diagnosis and treatment of S. A. diseases

Animal ER – Jacksonville, FL

May 2008 – Aug. 2009

Veterinary Technician

- Triaged Patients
- Assisted doctors with trauma surgeries
- Responsible for executing patient treatment plans
- Placed catheters, drew blood

Ark Animal Hospital – Jacksonville, FL

Sept. 2007 – May 2008

Veterinary Technician

- Pre-sedated patients for surgery
- Assisted with surgeries
- Monitored anesthesia
- Drew and analyzed blood work

- Educated clients on proper patient care

Jasper Hill Farm-Greensboro, VT

July 2006-Aug. 2007

Dairy Herd Manager

- Maintained dairy records on PC-Dart
- Implemented timed AI protocols
- Performed fetotomies on cows with dystocia
- Surgically repaired vaginal and uterine prolapses
- Administered IVs to cows with milk fever and ketosis
- Responsible for employee training
- Cast and rolled cows with uterine torsions
- Performed culture/sensitivity on mastitic cows

Shelton Veterinary Clinic - Elkton, FL

Nov. 2004 - July 2006

Veterinary Technician

- Assisted ambulatory doctors with equine field calls
- Took and developed equine radiographs
- Assisted doctors with colic cases, equine pre-purchase exams
- Administered equine vaccines and de-wormers

References

- Furnished upon request

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF VETERINARY MEDICINE

LICENSE NUMBER	
VM12563	

The VETERINARIAN
Named below IS LICENSED
Under the provisions of Chapter 474 FS.
Expiration date: MAY 31, 2018



VON KIECKEBUSCH, JOHN
11633 PHILIPS HIGHWAY
JACKSONVILLE FL 32256



ISSUED: 04/05/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1604050000798

Section 4: Experience of Company and Staff

For the past 5 years I have worked every Thursday at St. John's County Animal Control and Pet Center.

On those days I usually perform around 15-25 surgeries (spay / neuter) of dogs and cats.

I have probably performed over 4000 surgeries in that time frame with very few surgical complications.

Also, in that 5 years, I have worked closely with the staff to treat any sick animals that come into the shelter.

I have been diligent in helping the staff prevent and contain several disease outbreaks.

The staff know that they can call me anytime to help them with an animal problem or situation.

The Atlantic Veterinary Hospital has dealt with all animal emergencies that may need immediate care.

Animal Control Officers have brought animals straight to AVH and are considered priority one when they arrive.

INVOICE

Atlantic Veterinary Hospital

11633 Philips Highway
Jacksonville, FL 32256
904-738-8391

FOR: SJCPC 10/1/17-12/31/17
130 N Stratton Blvd
St Augustine, FL 32095
(904) 209-6190

Printed: 02-28-18 at 12:52p

Date: 12-14-17

Account: 4776

Invoice: 87574

Date	For	Qty	Description	Price	Discount	Price
Services by Herb Loeman DVM						
12-14-17	35888	1	SJCPC Cat Neuter			20.00
12-14-17	40545	1	SJCPC Cat Neuter			20.00
12-14-17	40551	1	SJCPC Cat Neuter			20.00
12-14-17	40557	1	SJCPC Cat Spay			35.00
12-14-17	40584	1	SJCPC Cat Neuter			20.00
12-14-17	40669	1	SJCPC Cat Neuter			20.00
12-14-17	40691	1	SJCPC Dog Neuter			35.00
12-14-17	40699	1	SJCPC Cat Spay			35.00
12-14-17	40744	1	SJCPC Cat Neuter			20.00
12-14-17	40817	1	SJCPC Cat Spay			35.00
12-14-17	40832	1	SJCPC Cat Spay			35.00
12-14-17	40833	1	SJCPC Cat Spay			35.00
12-14-17	41016	1	SJCPC Dog Neuter			35.00
12-14-17	41040	1	SJCPC Cat Spay			35.00
12-14-17	41041	1	SJCPC Cat Spay			35.00
12-14-17	41043	1	SJCPC Cat Spay			35.00
12-14-17	41044	1	SJCPC Cat Neuter			20.00
12-14-17	41045	1	SJCPC Cat Spay			35.00

12-14-17	41046	1	SJCPC Cat Spay	35.00
12-14-17	41064	1	SJCPC Cat Neuter	20.00
12-14-17	41065	1	SJCPC Cat Spay	35.00
12-14-17	41069	1	SJCPC Cat Neuter	20.00
12-14-17	41070	1	SJCPC Cat Neuter	20.00
12-14-17	41107	1	SJCPC Dog Neuter	35.00
12-14-17	Other Services	1	SJCPC Mobile Trip to Animal Contr	50.00
12-14-17	SAFE female cat	3	SJCPC Cat Spay	105.00
12-14-17	SAFE male cat	4	SJCPC Cat Neuter	80.00
				<hr/>
			Total charges, this invoice...	925.00
			Your old balance...	<u>2245.00</u>
			Your new balance...	3170.00

PAYMENT DUE AT TIME OF SERVICE OR UPON RECEIPT OF INVOICE. A SERVICE CHARGE OF 1.5% WILL BE CHARGED ON ANY OUTSTANDING BALANCE OVER 60 DAYS.

INVOICE

Atlantic Veterinary Hospital

11633 Philips Highway
Jacksonville, FL 32256
904-738-8391

FOR: SJCPC 10/1/17-12/31/17
130 N Stratton Blvd
St Augustine, FL 32095
(904) 209-6190

Printed: 02-28-18 at 12:52p
Date: 12-28-17
Account: 4776
Invoice: 88037

Date	For	Qty	Description	Price	Discount	Price
Services by Herb Loeman DVM						
12-28-17	40712	1	SJCPC Cat Spay			35.00
12-28-17	40931	1	SJCPC Cat Spay			35.00
12-28-17	41066	1	SJCPC Cat Spay			35.00
12-28-17	41264	1	SJCPC Dog Spay (0-40lbs)			35.00
12-28-17	41270	1	SJCPC Cat Spay			35.00
12-28-17	41271	1	SJCPC Cat Spay			35.00
12-28-17	41296	1	SJCPC Dog Neuter			35.00
12-28-17	41303	1	SJCPC Dog Neuter			35.00
12-28-17	41304	1	SJCPC Dog Spay (0-40lbs)			35.00
12-28-17	41305	1	SJCPC Cat Neuter			20.00
12-28-17	41308	1	SJCPC Dog Neuter			35.00
12-28-17	41309	1	SJCPC Dog Neuter			35.00
12-28-17	41328	1	SJCPC Cat Spay			35.00
12-28-17	41329	1	SJCPC Dog Spay (0-40lbs)			35.00
12-28-17	Nila Rescue mal	1	SJCPC Dog Neuter			35.00
12-28-17	Other Services	1	SJCPC Mobile Trip to Animal Contr			50.00
12-28-17	SAFE female cat	1	SJCPC Cat Spay			35.00
12-28-17	SAFE male cat	2	SJCPC Cat Neuter			40.00

INVOICE

Atlantic Veterinary Hospital

11633 Phillips Highway
Jacksonville, FL 32256
904-738-8391

FOR: SJCPC 1/1/18 - 3/31/18
130 N Stratton Blvd
St Augustine, FL 32095
(904) 209-6190

Printed: 02-28-18 at 12:45p
Date: 02-07-18
Account: 4923
Invoice: 89626

Date	For	Qty	Description	Price	Discount	Price
Services by Herb Loeman DVM						
02-07-18	40931	1	SJCPC Cat Spay			35.00
02-07-18	41326	1	SJCPC Cat Spay			35.00
02-07-18	41453	1	SJCPC Cat Spay			35.00
02-07-18	41634	1	SJCPC Dog Neuter			35.00
02-07-18	41640	1	SJCPC Dog Neuter			35.00
02-07-18	41657	1	SJCPC Cat Spay			35.00
02-07-18	41658	1	SJCPC Cat Spay			35.00
02-07-18	41659	1	SJCPC Dog Neuter			35.00
02-07-18	41660	1	SJCPC Cat Neuter			20.00
02-07-18	41661	1	SJCPC Cat Neuter			20.00
02-07-18	41666	1	SJCPC Dog Spay (0-40lbs)			35.00
02-07-18	41683	1	SJCPC Dog Neuter			35.00
02-07-18	41684	1	SJCPC Dog Spay (0-40lbs)			35.00
02-07-18	Cooper	1	SJCPC Dog Spay (0-40lbs)			35.00
02-07-18	Nifa-male dog	1	SJCPC Dog Neuter			35.00
02-07-18	Other services	1	SJCPC Mobile Trip to Animal Contr			50.00
02-07-18	Safe-male cats	1	SJCPC Cat Neuter			20.00

Total charges, this invoice...
Your old balance...

565.00
845.00

INVOICE

Atlantic Veterinary Hospital

11633 Philips Highway
Jacksonville, FL 32256
904-738-8391

FOR: SJCPC 1/1/18 - 3/31/18
130 N Stratton Blvd
St Augustine, FL 32095
(904) 209-6190

Printed: 02-28-18 at 12:45p
Date: 02-21-18
Account: 4923
Invoice: 90222

Date	For	Qty	Description	Price	Discount	Price
Services by Herb Loeman DVM						
02-21-18	41656	1	SJCPC Cat Neuter			20.00
02-21-18	41729	1	SJCPC Dog Spay (0-40lbs)			35.00
02-21-18	41775	1	SJCPC Cat Spay			35.00
02-21-18	41787	1	SJCPC Cat Spay			35.00
02-21-18	41788	1	SJCPC Cat Spay			35.00
02-21-18	41808	1	SJCPC Cat Spay			35.00
02-21-18	41843	1	SJCPC Cat Neuter			20.00
02-21-18	41852	1	SJCPC Dog Neuter			35.00
02-21-18	41908	1	SJCPC Cat Neuter			20.00
02-21-18	41909	1	SJCPC Cat Spay			35.00
02-21-18	41910	1	SJCPC Cat Spay			35.00
02-21-18	41911	1	SJCPC Cat Neuter			20.00
02-21-18	Kidd Dog	1	SJCPC Dog Spay (>40lbs)			50.00
02-21-18	Lehman Cat	1	SJCPC Cat Spay			35.00
02-21-18	Merit K9	1	SJCPC Dog Spay (0-40lbs)			150.00
02-21-18	Other services	1	SJCPC Mobile Trip to Animal Contr			50.00
02-21-18	Zupansic Dog	1	SJCPC Dog Neuter			35.00
Total charges, this invoice...						680.00
Your old balance...						<u>565.00</u>

RFP NO: 18-33 Veterinarian Services

ATTACHMENT "A"

Pricing

Instructions: Respondents shall submit rates for the following: Neuter procedure, Spay procedure, general veterinarian exam, minor surgery procedure and Emergency/after-hours visit. Unit prices for procedures must include any and all direct and indirect fees, charges, and costs associated with performing each procedure and with performing each Emergency/After Hours call. No additional costs shall be charged to the County for performing the required services.

Neuter Procedure Rate (Dogs) \$ 40 per procedure

Spay Procedure Rate (Cats) \$ 40 per procedure

General Veterinary Service Exam \$ 20 per procedure

General exams to include but not limited to: Administrating Vaccinations including rabies and microchipping

Minor Surgery Procedure \$ 20 per procedure

Minor Surgery procedure to include but not limited to: Cherry eye removal, eye nucleation, lacerations.

Emergency/After Hours Rate \$ 100 per trip



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (904) 730-0600 Fax: (904) 731-7072

DONOVAN & ABERCROMBIE INS

P O BOX 24980

JACKSONVILLE FL 32241-4960

CONTACT NAME: Donovan Insurance Inc

PHONE (A/C No. Ext): (904) 730-0600

FAX (A/C No.): (904) 731-7072

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : NATIONAL GRANGE MUTUAL INS CO

14788

INSURER B : OLD DOMINION INSURANCE CO

40231

INSURER C :

INSURER D:

INSURER E :

INSURER F :

INSURED

ATLANTIC VETERINARY HOSPITAL

11633 PHILIPS HIGHWAY

JACKSONVILLE FL 32216

Agency Lic#: LD44912

COVERAGES

CERTIFICATE NUMBER: 57204

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		BPG9215F	07/18/16	07/18/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BPG9215F	07/18/16	07/18/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUG9215F	07/18/16	07/18/17	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCG9215F	09/27/16	09/27/17	WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an additional insured for General Liability as their interest may appear.

CERTIFICATE HOLDER

CANCELLATION

Donald J Belloit
4670 A1A S
Unit 15A
Saint Augustine FL 32080

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian P. Donovan

Spickelmier Insurance Agency
4114 A1A SOUTH
ST. AUGUSTINE, FL 32080
NAIC Company Code: 24252

PROGRESSIVE
AUTO

Policy Number: 48610698

Underwritten by:
Progressive American Insurance Co
Policyholder:
Herb Loeman
Page 1 of 1
February 27, 2018

Spickelmier Insurance Agency
1-904-471-7155

Contact your agent for personalized service.

Customer Service

1-800-876-5581
24 hours a day, 7 days a week

Verification of Insurance for

Herb Loeman

This verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of the policies.

Please accept this letter as verification of insurance for this policy.

Policy and driver information

Policy number:	48610698
Policy state:	Florida
Policy period:	Jan 11, 2018 - Jul 11, 2018
There was no lapse in coverage during this policy period.	
Effective date:	Jan 11, 2018
Drivers: Herb Loeman	Insured Driver
Address:	3104 Coastal Hwy #B St Augustine, FL 32084

Vehicle information

Vehicle:	2017 Ford F150
Vehicle identification number:	1FTEW1CP4HFA71455

Coverage information

Bodily Injury Liability:	\$100,000 each person/\$300,000 each accident
Property Damage Liability:	\$50,000 each accident
Collision:	Deductible: \$500 deductible
Comprehensive:	Deductible: \$500 deductible
Personal Injury Protection:	Basic/\$10,000/Named Insured Only/\$0 deductible

RFP NO: 18-33 Veterinarian Services

**St. Johns County Board of County Commissioners
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Atlantic Veterinary Hospital does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


Signature

Feb. 24, 2018
Date

RFP NO: 18-33 Veterinarian Services

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Duval Before me, the undersigned authority, personally appeared DR HERB LOEMAN who, being duly sworn, deposes and says he is Veterinarian (Title) of Atlantic Veterinary Hospital (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 18-33 Veterinarian Services. The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

DR HERB LOEMAN
(Proposer)
By [Signature]
Veterinarian
(Title)

STATE OF Florida
COUNTY OF Duval

Subscribed and sworn to before me this 28 day of February, 2018, by Herbert Loeman who personally appeared before me at the time of notarization, and who is personally known to me or who has produced Florida Driver License as identification.

[Signature]
Notary Public



My commission expires:
June 10, 2021

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

RFP NO: 18-33 Veterinarian Services

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 28 day of February, 2018.

[Signature]
Signature of Affiant

STATE OF Florida

COUNTY OF Duval

Subscribed and sworn to before me this 28 day of February, 2018, by Herbert Loeman who personally appeared before me at the time of notarization, and who is personally known to me or who has produced Florida Driver License as identification.

[Signature]
Notary Public

My commission expires:
June 10, 2021



RFP NO: 18-33 Veterinarian Services
St. Johns County Board of County Commissioners
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP NO: 18-33 Veterinarian Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Atlantic Veterinary Hospital

Authorized Representative(s):

[Signature]

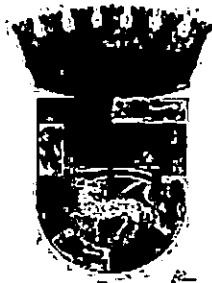
Signature

Dr Herb Loema / Veterinarian

Print Name/Title

Signature

Print Name/Title



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

**RFP NO: 18-33
REQUEST FOR PROPOSALS**

Veterinarian Services

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084**

FINAL 1/29/18

RFP NO: 18-33 Veterinarian Services

TABLE OF CONTENTS

- I. Advertisement**
- II. Introduction**
- III. Scope of Services**
- IV. Contract Requirements**
- V. Request for Proposals Submittal Requirements & Evaluation**
- VI. Attachments / Forms**
- VII. Optional Checklist**
- VIII. Sealed RFP Mailing Label**

St. Johns County, FL – RFP NO: 18-33 Veterinarian Services

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 18-33 – Veterinarian Services**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, March 1, 2018**. Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is soliciting responses from qualified and licensed on-call veterinarians to provide required professional veterinarian services on a part-time basis for the St. Johns County Animal Control Division in accordance with terms, conditions and specifications provided herein.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #18-33. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** to the Designated Point of Contact as provided below by or before close of business (5:00PM) on **Thursday, February 15, 2018**.

Designated Point of Contact: April Johnston, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: ajohnston@sjcfl.us
Fax: (904) 209-0157

In the event the above referenced individual is unavailable or absent for more than 3 business days, interested firm may contact Jaime Locklear, Assistant Purchasing Manager at jlocklear@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 18-33 - Veterinarian Services**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original hard copy and one (1) exact electronic copy on a USB flash drive.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Proposals, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual.

PART II: INTRODUCTION

A. Purpose:

St. Johns County invites qualified, licensed Veterinarians to submit proposals to perform required professional veterinarian services on a part time basis at the St Johns County Animal Control facility located at 130 North Stratton Road, St. Augustine, Florida.

B. Designated Point of Contact for Questions:

Any and all questions or requests for information relating to this Request for Proposal shall be submitted in writing to the Designated Point of Contact as provided below by or before close of business (5:00PM) on Thursday, February 15, 2018.

Designated Point of Contact: April Johnston, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: ajohnston@sjcfl.us
Fax: (904) 209-0157

In the event the above referenced individual is unavailable or absent for more than 3 business days, interested firm may contact Jaime Locklear, Assistant Purchasing Manager at jlocklear@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.

C. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

D. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on **Thursday, March 1, 2018**. Any packages received after the 4:00p.m. deadline will be deemed nonresponsive, and shall be returned to the addressee unopened.

RFP Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

E. RFP Response Packaging Instructions:

1. To be considered, submit one (1) original hard-copy containing all required documents and supplemental information and one (1) exact electronic copy on a USB flash drive.
2. RFP Packages must be in a **SEALED** envelope/container and clearly marked on the exterior of the package: "**RFP No: 18-33 – Veterinarian Services**".
3. Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.
4. Affix label, found at the end of this RFP document, to sealed envelope/container.

F. Contract Award:

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County.

G. Contract Performance:

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

PART III: SCOPE OF SERVICES

A. Background

The St. Johns County Animal Control Center located at 130 N. Stratton Road, St. Augustine, FL 32095 provides a wide range of services to St Johns County residents and their pets. These services include the enforcement of the St Johns County ordinance related to animals, impoundment of stray pets and investigation of animal related neglect, cruelty, nuisance and bite cases. The SJC Animal Control Center houses domestic animals and provides a safe haven for homeless pets, adoption and transfer services, advice on animal-related topics, lost and found pet reports and spay/neuter services. Procedure states that any authorized adoption requires that a veterinarian perform the spay/neuter procedure on the subject dog or cat prior to transfer of ownership. Any emergency situation involving an animal may also require attention from a licensed veterinarian. These services will ensure efficient flow of healthy adopted pets to St. Johns County citizens.

B. Scope of Services

1. Spay and Neuter Veterinary Services

Procedure states that any authorized adoption requires that a veterinarian perform the spay/neuter procedure on the subject dog or cat prior to transfer of ownership. Any emergency situation involving an animal may also require attention from a licensed veterinarian. These services will ensure efficient flow of healthy adopted pets to St. Johns County citizens.

Veterinarian services may include, but is not limited to, providing history and physical to spay/neuter patients, performing lab work related to spay/neuter patients, performing spay and neuter surgeries to animals of St Johns County, providing guidance to staff on follow-up treatment, diet and behavioral issues. Weekly services may include approximately 20 spay/neuter clinic surgeries, medical exams of spay/neuter clinic patients and lab work related to spay/neuter clinic patients. Contractor shall provide a surgical veterinarian technician for all Spay and Neuter Veterinary Services.

2. General Veterinary Services

General exams to include but not limited to: Adminstrating Vaccinations including rabies and microchipping
Minor Surgery to include but not limited to: Cherry eye removal, eye nucleation, lacerations, any and all medical procedures.

Emergency Services: Shelter or animal control officer related.

3. Veterinarian of Record for Veterinary License

The Contractor shall be the veterinarian of record for the purpose of maintaining a current Veterinary License with the State of Florida. A Copy of the veterinarian's current state license shall be posted at the SJC Animal Control Center and remain on file with St. Johns County.

4. Training Shelter Staff

Contractor shall provide training to the SJC Animal Control Center staff and enforcement officers in the areas of basic animal first aid, signs of neglect, treatment of infectious diseases and animal husbandry on a semi-annual basis.

5. Co-sign for the Shelter's Controlled Drugs

The contractor must be licensed to act as co-signer for the purchase of controlled drugs at the SJC Animal Control Center as required by the Drug Enforcement Administration. Contractor will supervise handling and recording of controlled substances. Contractor must maintain a current DEA license to be kept on file with St. Johns County.

7. Back-up Services

The contractor shall provide relief/backup veterinary services for times when the Contractor cannot be present for spay/neuter surgeries. In the event the veterinarian is unable to perform the required services at any time, the veterinarian shall provide an alternate veterinarian during this period of absence. The alternate veterinarian shall have the same qualifications and licenses as required of the contractor.

8. Schedule

The contractor shall be on call 24 hours, 7 days a week. The veterinarian and surgical veterinarian technician shall be on site at the Animal Control Center a minimum of twelve (12) hours per week.

C. County Responsibility

The St. Johns County Animal Control Center will provide the following under this contract:

- Facility / Surgery Room
- Sterilization Equipment
- Medical Tools/Instruments
- Anesthesia/Medications
- Secure location for Schedule 2 & 3 medication storage

PART IV: CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, Fl 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

B. Licenses, Permits & Fees:

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

C. Contract Agreement & Term:

The intent of this RFP is to select the number one ranked firm through the evaluation process and to award a contract upon

successful negotiations to that firm. It is anticipated that St. Johns County will issue a professional services contract for the duration of the services.

The Contract Agreement for Veterinarian Services shall be on a form furnished by the County. In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

If a Contract is awarded, the initial contract term shall be a period of three (3) calendar years, providing satisfactory performance has been maintained by the Contractor, availability of appropriated funds, and the County has a continued need for the services. The Contract shall have one (1) available two (2) year renewal period that is exercisable by the County. The renewal period is contingent upon satisfactory performance by the Contractor, approval by the SJC Animal Control Division, and SJC Purchasing Manager, or their designees. The County is under no obligation to exercise any available renewal with the Contractor.

D. Governing Laws & Regulations:

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

E. Termination:

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have fourteen (14) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the fourteen (14) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

F. Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

G. Sub-Contractors:

If the Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 5: Experience / Expertise and References, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If no sub-contractors are proposed, so state there on.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

PART V: RFP SUBMITTAL REQUIREMENTS & EVALUATION

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposal. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposal shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposal, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

B. Minimum Qualifications

The following are minimum qualification requirements that solicitation Respondents must meet in order to be eligible to submit a proposal. Responses must clearly show compliance to these minimum qualifications.

- Respondent must have a current Veterinary License with the State of Florida.
- Respondent must have a current DEA License
- Department of Health Pharmaceutical License

C. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFP Qualification Cover Page
2	Cover Letter

- 3 Qualifications of Company and Staff
- 4 Experience of Company and Staff
- 5 Pricing Proposal
- 6 Administrative Information

D. Trade Secrets:

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFP Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret."

If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

E. Public Records:

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

F. Use of County Logo:

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida

G. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) original hard copy original on and one (1) exact electronic copy on USB drive, submitted in a sealed envelope or container labeled with Company name and RFP Number and name. Additionally, all headings, sections and sub-sections shall be identified appropriately. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

Section 1: RFP Package Cover Page (Complete and Submit)

Section 2: Cover Letter

Respondents shall provide a cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- Respondent's name, contact person, business address, phone number, fax number and e-mail address
- A brief statement of the respondent's understanding of the services required.
- Profile - Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations

Section 3: Qualifications of Company and Staff

In this section, Respondents shall provide evidence that the firm is properly licensed and qualified to perform the work, and has qualified staff to perform any or all of the scope of services associated with this RFP. In addition, provide a brief summary of the firm's overall capabilities relative to the Professional Veterinarian Services as outlined in the scope and work.

- Provide key personnel that may perform work under the award of this contract
- Provide a Company Organization Chart
- Include a one (1) page resume for each key personnel

- Include a list of proposed sub-consultants with credentials and qualifications
- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

Section 4: Experience of Company and Staff

In this section, respondent shall provide documentation to fully demonstrate any and all prior experience and past performance of projects of similar scope, size and dollar value as specified herein.

Section 5: Pricing Proposal

In this section, respondent shall provide rate for the following: Neuter procedure, Spay procedure, general veterinarian exam, minor surgery procedure and Emergency/after- hours visit. Proposed rate shall include all related cost associated with performing the scope of-work for each procedure, included but not limited to labor, materials, supervision and travel. Once the actual selection is made, the County will negotiate the fees, conditions and terms of the contract with the selected contractor. The quote must be provided as follows:

Neuter Procedure Rate (Dogs) - Respondents must submit a per neuter procedure rate for dogs which shall serve to lock in pricing by the County. This information shall be submitted on Attachment "C".

Spay Procedure Rate (Cats) - Respondents must submit a per spay procedure rate for cats which shall serve to lock in pricing by the County. This information shall be submitted on Attachment "C".

General Veterinary Service Exam - Respondents must submit a per exam procedure rate for General Veterinary service exam which shall include but not limited to administrating vaccinations (including rabies) and microchipping. This rate shall serve to lock in pricing by the County. This information shall be submitted on Attachment "C".

Minor Surgery - Respondents must submit a per minor surgery procedure rate for minor surgery which shall include but not limited to cherry eye removal, eye nucleation, lacerations and any and all minor medical procedures. This rate shall serve to lock in pricing by the County. This information shall be submitted on Attachment "C".

The firm submitting the lowest proposed combined procedure rate (Neuter rate + Spay rate + General Service Exam + Minor Surgery) shall receive the maximum weighted score for the price criteria as provided in the formula below.

Vendor	TOTAL OF ALL PROCEDURE RATES	Percentage	By	Weight	Equals	Weighted Score***
A	\$125.00	100	X	20	=	20
B	\$175.00	71*	X	20	=	14.2
C	\$200.00	63**	X	20	=	12.6

* Vendor B's percentage is $\$125.00 \div \$175.00 = 71\%$

** Vendor C's percentage is $\$125.00 \div \$200.00 = 63\%$

*** Weighted Score shall be rounded to nearest whole number

Emergency/After Hours Rate - Respondents must submit an emergency/after-hours rate for any emergency visit required during operating hours or after operating hours not included in the other rates provided which shall serve to lock in pricing by the County. This information shall be submitted on Attachment "C". The firm submitting the lowest proposed per procedure rate shall receive the maximum weighted score for the price criteria as provided in the formula below.

Vendor	Proposed Emergency/After Hours Rate	Percentage	By	Weight	Equals	Weighted Score***
A	\$100.00	100	X	10	=	10
B	\$250.00	40*	X	10	=	4

C	\$500.00	20**	X	10	=	2
---	----------	------	---	----	---	---

* Vendor B's percentage is $\$100 \div \$250 = 40\%$

** Vendor C's percentage is $\$100 \div \$500 = 20\%$

*** Weighted Score shall be rounded to nearest whole number

The total Pricing Score shall be based on the total cost of the Combined Procedure Rate score plus Emergency/After-hours rate score as provided in the formula below.

Vendor	TOTAL OF ALL PROCEDURES SCORE (0-20)	Plus	Emergency After Hours SCORE (0-10)	Equals	TOTAL Pricing Score*** (0-30)
A	20	+	10	=	30
B	14.2	+	4	=	18.2
C	12.6	+	2	=	14.6

Section 7: Administrative Information

Please include the following:

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Copies of Conflict of Interest Forms
- Acknowledged Addenda

H. Evaluation of Responses:

All properly submitted RFP Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee Team Member will receive a set of all of the RFP packages submitted, a copy of the RFP document with all issued Addenda, and an Evaluator's Score Sheet. The Team shall then evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other Evaluation Team Member, or any other individual. Scores for each Respondent shall be recorded on the Evaluator's Score Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and rank the firms' scores highest to lowest.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

I. Evaluation Criteria:

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Points Per Evaluator:</u>
A. Qualifications of Company and Staff	45
B. Experience of Company and Staff	35
C. Total Cost Proposal	30
Total Maximum Points Possible for Proposals:	110

J. Recommendation for Award

It is the intent of County Staff to make a recommendation for award to the St. Johns County Board of County Commissioners for the highest ranked firm based on the evaluation of responsive, submitted RFP Packages. Recommendation shall be to approve the award and authorize the negotiations with the highest ranked firm, and upon successful negotiations, enter into a Contract Agreement. If negotiations with the highest ranked firm are unsuccessful, the County reserves the right to discontinue negotiations with the highest ranked firm and begin negotiations with the subsequently ranked firms until agreement can be reached over terms and conditions, or until the County determines that continuing with negotiations is not in the best interest of the County.

K. Protest Procedures

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposals, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All terms and conditions of the County's Purchasing Manual are incorporated into this Request for Proposals by reference, and are fully binding.

PART VII:- ATTACHMENTS/FORMS

RFP NO: 18-33 Veterinarian Services

COVER PAGE

SUBMIT ONE (1) ORIGINAL HARD COPY & ONE (1) EXACT ELECTRONIC PDF COPY ON USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: April Johnston, Procurement Coordinator**

COMPANY NAME: _____

COMPANY CONTACT: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

DATE: _____

RFP NO: 18-33 Veterinarian Services

ATTACHMENT "A"

Pricing

Instructions: Respondents shall submit rates for the following: Neuter procedure, Spay procedure, general veterinarian exam, minor surgery procedure and Emergency/after-hours visit. Unit prices for procedures must include any and all direct and indirect fees, charges, and costs associated with performing each procedure and with performing each Emergency/After Hours call. No additional costs shall be charged to the County for performing the required services.

Neuter Procedure Rate (Dogs) \$ _____ **per procedure**

Spay Procedure Rate (Cats) \$ _____ **per procedure**

General Veterinary Service Exam \$ _____ **per procedure**

General exams to include but not limited to: Adminstrating Vaccinations including rabies and microchipping

Minor Surgery Procedure \$ _____ **per procedure**

Minor Surgery procedure to include but not limited to: Cherry eye removal, eye nucleation, lacerations.

Emergency/After Hours Rate \$ _____ **per trip**

RFP NO: 18-33 Veterinarian Services

**St. Johns County Board of County Commissioners
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction, of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

RFP NO: 18-33 Veterinarian Services

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 18-33 Veterinarian Services. The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)

By _____

(Title)

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

RFP NO: 18-33 Veterinarian Services

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ____ day of _____, 20__.

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20__, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

RFP NO: 18-33 Veterinarian Services
St. Johns County Board of County Commissioners
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP NO: 18-33 Veterinarian Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s): _____

Signature

Print Name/Title

Signature


Print Name/Title

PART IX: SEALED RFP MAILING LABEL

RFP NO: 18-33 Veterinarian Services

**Cut along the outer border and affix this label
to your sealed envelope to identify it as a
"Sealed RFP"**

SEALED RFP • DO NOT OPEN	
SEALED RFP NO.:	RFP 18-33
RFP TITLE:	VETERINARIAN SERVICES
DUE DATE/TIME:	By 4:00PM – March 1, 2018
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: April Johnston 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT