



City of San Antonio

August 12, 2016

**REQUEST FOR APPLICATION
CONTRACT VETERINARIANS
(SURGERIES AND/OR SHELTER MEDICINE)
16-100**

To All Interested Parties:

The City of San Antonio is soliciting applications from qualified and experienced respondents for Contract Veterinarians at Animal Care Services.

BACKGROUND

The City of San Antonio Animal Care Services is the largest, open-admission animal shelter in South Texas. Serving San Antonio residents, the department's mission is to encourage responsible pet ownership by promoting and protecting the health, safety, and welfare of the residents and pets of San Antonio through education, enforcement, and community partnership.

In September of 2011, ACS updated the Strategic Plan by focusing on three key departmental priorities: (1) Enhanced enforcement of existing laws and codes; (2) Controlling the stray animal population; and (3) Increasing the City's Live Release rate. In June of 2015, ACS added a fourth key departmental priority: (4) Engage and educate the community. As a result of the 2011 & 2015 ACS Strategic Plan updates, the Department was able to increase its Live Release rate from 31% in FY 2011, to a historic 88% in FY 2016 Year-to-Date.

Animal Care Services operates 7 days week responding to 100,000 call-for-service requests annually and impounding 30,000 animals including wildlife as ACS is the rabies control authority for the City of San Antonio. Over the last four fiscal years, ACS has seen an 18% increase in the number of live outcomes leaving ACS through adoption, transfer to rescue partners, trap-neuter-return, or return-to-owner. With the increase in live placement comes a greater demand for surgical and medical services.

ACS Contract Veterinarians provide relief veterinary services for Animal Care Services on an "as needed" basis and assist with shelter medicine and/or surgical services. Shelter Medicine duties for pets coming into, and currently in, ACS care including performing examination, triage/stabilization, and prescribing medication and treatment plans with the focus on maintaining shelter health. Surgeries include the

performance of sterilization surgeries associated with adoptions, pets released to rescue groups or foster care. Other surgical duties may include specialized surgeries such as enucleations, cherry eye, amputations, cryptorchid, and other non-routine surgeries that increase a pet's chance for placement.

SCOPE OF SERVICE

Shelter Medicine Duties

- Examining animals for health status and conditions
- Performing emergency surgeries and administering emergency medications
- Prescribing and administering euthanasia for sick or injured animals
- De-worming, and checking animals for heartworms
- Preparing and forwarding dead animal tissue samples to be examined
- Providing vaccinations on animals at the facility
- Observing animals under quarantine and certifying animals in rabies quarantine to be free of rabies
- Providing diagnosis and treatment of animals in accordance with Department protocols and standards
- Maintaining updated and accurate animal medical records
- Maintaining high standards of care and quality control provided in a productive and courteous manner
- Conducting in-service training for Department staff
- Answering questions from the public pertaining to veterinary public health issues, City ordinances, and State laws dealing with animal control
- Abiding by Department requirements for licensing and credentialing
- Adhering to and abiding by Department policies regarding access, maintenance, dispensation and tracking of controlled substances
- Performing other veterinary duties as designated by City
- Invoicing the City for work performed

Spay/Neuter & Specialized Surgeries

- Evaluating animals to determine suitability for sterilization procedure
- Performing animal surgeries
- Post-operative care including medications
- Follow-up care due to surgical complications
- Maintaining updated and accurate animal medical records
- Maintaining high standards of care and quality control provided in a productive and courteous manner
- Abiding by Department requirements for licensing and credentialing
- Adhering to and abiding by Department policies regarding access, maintenance, dispensation and tracking of controlled substances
- Invoicing the City for work performed

COMPENSATION

Selected Contractor will be compensated for services performed at rate(s) negotiated between ACS and Contractor.

INSURANCE REQUIREMENTS

If selected, Contractor shall be required to comply with the insurance provisions set forth below:

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Animal Care Services Department, which shall be clearly labeled “Veterinarian Services Agreement” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Animal Care Services Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
Professional Liability (Claims Made Form)	\$500,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Animal Care Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation and professional liability policies;

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers’ compensation, employers’ liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor’s performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Contractor’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor’s or its subcontractors’ performance of the work covered under this Agreement.

J) It is agreed that Contractor’s insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

INDEMNIFICATION REQUIREMENTS

If selected, Contractor will be required to comply with the indemnification provisions shown below:

CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR’S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE

APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONTRACTOR shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If CONTRACTOR fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

APPLICATION REQUIREMENTS

If interested in providing these services to the City, please submit the following information:

- Attachment A – General Information Form, References, and Resume & Licenses
- Attachment B – Contracts Disclosure
- Attachment C – Litigation Disclosure
- Attachment D – Signature Page

Contractor shall submit these items in electronic form (signed and scanned) to the ACS Contract Coordinator at Ryan.Evans@sanantonio.gov or signed and mailed to:

City of San Antonio Animal Care Services Department
Attn: Ryan Evans
4710 State Highway 151
San Antonio, TX 78227



ATTACHMENT A
GENERAL INFORMATION FORM



1. **Contractor Information:** Provide the following information regarding the Contractor.

Contractor Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

Provide any other names under which Contractor has operated within the last 10 years and length of time under for each:

2. Is Contractor licensed to practice veterinary medicine in Texas?

Yes ___ No ___ If "Yes", list licenses #, expiration date, etc..

3. **Disciplinary Action:** Has the Contractor ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

Yes ___ No ___

REFERENCES

Provide at least two (2) references that Contractor has provided veterinary services to within the past five (5) years. The contact person named should be familiar with the Contractor and **be willing to respond to questions** regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____
Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____
Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____
Date and Type of Service(s) Provided: _____

RESUME AND LICENSES

Include resume(s) and license(s) for Contractor and other key staff members proposing to perform service under this contract.

ATTACHMENT B

City of San Antonio

CONTRACTS DISCLOSURE FORM

Please complete Attachment B and submit with your submittal package.

Contracts Disclosure Form may be downloaded at

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

ATTACHMENT C

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT D

SIGNATURE PAGE

By submitting a proposal, Contractor represents that:

If Contractor is a corporation, Contractor will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFA, Contractor will be able and willing to comply with the insurance and indemnification requirements set out in RFA.

Contractor has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Contractor agrees to fully and truthfully submit the General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your application.

Signature: _____

Printed Name: _____

Title: _____