

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR VETERINARY SERVICES

THIS AGREEMENT is made on this the 30th day of April, 2013 by and between HIDALGO COUNTY, a political subdivision of the State of Texas, (hereinafter "County") and Dr. Justin Cerelli, licensed by the State Board of Veterinary Medical Examiners, and Four Paws Animal Hospital (hereinafter "Contractor") to provide services for the Hidalgo County Sheriff's Office in the manner hereinafter provided.

WITNESSETH

WHEREAS, Contractor responded to a request for bids for "Veterinary Services" (the "Services"), as more particularly described in Exhibit "A"; and

WHEREAS, Contractor submitted a bid page, attached hereto as Exhibit "B", to provide Services in accordance with Exhibit "A" Request for Quotes attached hereto, and incorporated herein for all purposes, and;

WHEREAS, in recognition of and in consideration of Contractor's agreement to perform the Services in accordance with the specifications within the Request for Quotes the Commissioners Court of County awarded the bid to Contractor.

NOW, THEREFORE, FOR THE MUTUAL CONSIDERATION EXPRESSED HEREINAFTER, County and Contractor agree and covenant as follows:

1. Contractor shall be duly licensed by the Texas State Board of Veterinary Medical Examiners as prescribed by the Veterinary Licensing Act of the Texas Occupation Code, Chapter 801.

2. Contractor agrees to provide and perform the Services that include, but are not limited to, those set forth as follows and more particularly described in Exhibit “A” and “B”:
 - a. Provide the following vaccines on a yearly basis:
 - i. Distemper,
 - ii. Bordetella (every six (6) months),
 - iii. Parvo-Virus,
 - iv. Rabies, and
 - v. Rattle Snake Immunization.
 - b. Provide general health check-ups on an as needed and/or emergency basis.
 - c. Provide fecal, heartworm diagnostic exams, blood analysis, and provide treatment for common internal and external parasites to include but not limited to the following:
 - i. Heartworm preventative care, and
 - ii. Topical external parasite prevention.
 - d. Contractor shall have a response time of fifteen (15) minutes for regular, non-emergency calls and shall be immediately available by phone for emergency calls. Additionally, Contractor shall respond in fifteen (15) minutes to all visits.
 - e. Contractor shall have trained and licensed technicians and/or staff sufficient enough to provide and respond to injury caused by trauma, including but not limited to advanced cardiac life support.
 - f. Contractor, technicians and/or staff shall be required to maintain all necessary licensing as required by law for the entire duration of this contract and any

renewal or grace period thereafter.

3. The term of this Contract shall commence on April 30, 2013 and continue through April 29, 2014 and may be extended at the sole discretion of County for an additional one (1) year under the same rates, terms and conditions unless earlier terminated pursuant to the provisions herein. County reserves the right to continue this Contract for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.
4. As consideration for providing the services outlined above, Contractor shall be paid as outlined and accordance with the attached Exhibit "B" for services rendered. Invoices shall be paid to Contractor after the Hidalgo County Auditor's Office has completed its review process for each payment request.
5. Contractor represents and maintains that he is an independent contractor and is not an employee of the County, the Hidalgo County Sheriff's Office or any agency thereof, and represents and warrants that Contractor does not desire or request any fringe benefits provided to employees of the County, Hidalgo County Sheriff's Office and/or any agency of the County.
6. County and Contractor agree that either party may terminate this Agreement at any time during the term of this Agreement for any reason or no reason at all upon giving the other party notice of the desire to terminate this Agreement at least thirty (30) days in advance of the date of the proposed termination. In such event, this Agreement shall be null and void as of the date of termination and neither party shall have any further rights arising from the terms of this Agreement.
7. Contractor agrees to provide liability insurance covering his activities in providing the

services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act. Section 100.002 et.seq., Texas Civil Practice and Remedies Code with County as a named insured and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor which are attributable to the acts or omissions of Contractor or the acts or omissions of Contractor's employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

8. Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of County.
9. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and (i) shall either be sent personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78539

If to Contractor: Four Paws Animal Hospital
Attn: Dr. Justin Cerelli
214 Conquest Blvd.
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
11. No Waiver. No waiver by County of any breach of any provision of this contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
12. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Contractor and not otherwise.
13. Texas Law to Apply. This Agreement shall be construed under and in accordance with

the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.
15. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.
16. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.
17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
19. Authority to Execute. The execution and performance of this Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Contractor in accordance with its terms.

20. Ethical Provision. It is understood that employees of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Representation and Warranties. Contractor represents and warrants to County that all representations and warranties of Contractor as contained in its responses to County's Request for Quotes are true and correct as of the date hereof. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its

sole discretion, elect to terminate this Contract, for cause. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained in County's Request for Quotes as a material inducement to County to enter into the Contract.

WITNESS THE HANDS OF THE PARTIES on this the ____ day of _____, 2013

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, COUNTY JUDGE

ATTEST:

Arturo Guajardo Jr., COUNTY CLERK

CONTRACTOR:

By: _____
Dr. Justin Cerelli, PRESIDENT
FOUR PAWS ANIMAL HOSPITAL

Approved on Commissioners Court _____

APPROVED AS TO FORM:
Office of Criminal District Attorney, Hidalgo County
Rene Guerra

By: _____
Michael L. Garza
Assistant District Attorney

EXHIBIT “A”

REQUEST FOR QUOTES

FOR

VETERINARY SERVICES

EXHIBIT "A"

**THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"**

SPECIFICATIONS

Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking a qualified licensed vendor (s) to conduct Veterinary Services on an **"As Needed Basis"** including, but not limited to, the following:

Requirements, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF ALL QUOTES SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.
2. HIDALGO COUNTY MAY UTILIZES STATE AWARDED CONTRACTS WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.
3. VETERINARIAN SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.
4. VETERINARIAN SUBMITTING QUOTE WILL USE AUTHORIZED LICENSED PERSONNEL TO ADMINISTER THE FOLLOWING VACCINES ON A YEARLY BASIS:
 - A- DISTEMPER
 - B- BORDETELLA - (Recommended every 6 months)
 - C- PARVO-VIRUS
 - D- RABIES
 - E- RATTLE SNAKE IMMUNIZATION
5. VETERINARY REQUIRED SERVICES:
 - A- Must provide general health check up on a needed or emergency basis.
 - B- Must provide fecal and blood analysis and provide treatment for common internal parasites.
 - C- Must have staff trained to deal with injury caused by trauma.
 - D- Must be able to provide advanced cardiac life support.
 - E- Must be licensed to prescribe and administer various common canine medications.
 - F- Must be able to provide screening for heartworms and provide treatment.
 - G- Must be able to provide Heartworm Preventative (Heart Guard).
 - H- Must be able to provide topical external Parasite Preventative (Frontline Plus).
 - I- Must be able to provide yearly vaccinations as follows:
 - Heartworm - Diagnostic Test
 - Fecal Exams - Diagnostic Test
 - Rattlesnake Booster
 - Year supply of Heartgard & Frontline Plus

EXHIBIT "A" Cont.

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"

SPECIFICATIONS

- 6. THE INITIAL PURCHASE ORDER TERM FOR THIS PROJECT WILL BE FOR ONE (1) YEAR BUT IN NO EVENT TO EXCEED THE \$50,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR).
- 7. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF WORK TERM, IF APPLY (GENERAL LEABILITY).
- 8. ALL PRICES FOR CONSULT SHALL INCLUDE CONSIDERATION FOR PROCEDURE/ HOURLY RATE PLUS MEDICATIONS PERCENTAGE MARK UP (IF APPLICABLE).
- 9. ALL BILLING INVOICES WILL BE ITEMIZED (MEDICATION, LABOR, ETC....)
- 10. AWARD: HIDALGO COUNTY RESERVES THE RIGHT TO:

- A- SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(S) LISTED UNDER THIS QUOTE THAT IT DEEMS NECESSARY TO ACCOMMODATE BUDGETARY AND/OR OPERATIONAL REQUIREMENTS;
- B- REJECT ANY OR ALL QUOTES SUBMITTED AND FURTHER RESERVES THE RIGHT TO DESIGN THE EVALUATION CRITERIA TO BE USED IN SELECTING THE LOWEST SELECTING THE LOWEST AND BEST BID FOR APPROVAL; AND
- C- AWARD THE BID TO ONE BIDDER OR TO MULTIPLE BIDDERS IF THE COUNTY DETERMINES IT IS IN THE BEST INTEREST TO DO SO.

11. RESPOND TIME UPON CALL ON REGULAR BASIS: 15min HOURS

12. RESPOND TIME UPON CALL ON EMERGENCY BASIS: immediately available ^{by phone} HOURS

13. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) N/A

14. WHAT WILL BE THE TRAVEL COST RATE BY ZONE AREA, IF APPLY: N/A

15. VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR EMERGENCIES, VENDOR MUST ALSO BE AVAILABLE FOR CONSULTING VIA TELEPHONE. PLEASE SUBMIT A RESPOND:

- A- TIME TO LOCATION (Hospital) 20 min Does not Travel to
- B- RESPOND TIME FOR VISITING (In Hospital) 15 min site, treatment must be at Hospital

EXHIBIT “B”

BID PAGE

EXHIBIT "B"

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"

BID PAGE

Services should be for a procedure/ hourly / time rate with mark up rate for Medical Supplies. Any and all additional Fees should be included in bid price (Reference to Exhibit "A" Specifications). (Please fill in time)

I- VETERINARY SERVICES:

- A. Normal Business Hours 8 A.M. to 5:30 P.M. Emergency clinic 969-3323
- B. After Hours, Weekends & Holidays ___ A.M. to ___ P.M.
- C. Overnight Vet on call, who will respond in case of an Emergency Dr. Cerelli
- D. Mark Up (%) Rate for (Prescription) Medical Supplies: N/A

II- PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN When Arrives

III-

ITEM No.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Office Visit Charge (s)	1	46.25	46.25
2	Vet Emergency Office Visit Charges	1	150.00	150
3	Annual Vaccination Charge(s) Parvo/Distemper	1	14.75	14.75
4	Bordetella Vaccine	1	17.00	17.00
5	Rattle Snake Vaccine	1	24.50	24.50
6	Lepto Vaccine	1	12.50	12.50
7	Rabies Vaccine	1	17.40	17.40
8	HeartGard 51-100lbs. (6 Months)	1 Box	54.50	54.50
9	Frontline 45-88lbs, (6 Months) <u>TriTack</u>	1 Box	122.40	122.40
10	Annual Wellness Exam	1	44.25	44.25
11	Wellness Screen	1	150.00	150.00
12	Heartworm Test	1	50.00	50.00
13	Fecal Examination	1	19.00	19.00

VENDOR / COMPANY NAME: Four Paws Animal Hospital

ADDRESS: 214 Conquest Blvd.

CITY/STATE/ZIP CODE: Edinburg, TX 78539

PHONE NUMBER: 956-383-2207 FAX NUMBER: 956-383-5153

AUTHORIZED SIGNATURE: [Signature] PRINTED NAME: Justin Cerelli

TITLE: President DATE: 1-11-13



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Four Paws Animal Hospital

From: Juan Tapia
Hidalgo Co. Sheriff's Office

Date: April 8, 2013

Re: Negotiation for "Hidalgo County Veterinary Services"

Pursuant to action taken by Hidalgo County Commissioner's Court this morning (Tuesday, March 26, 2013), please be advised that you have been selected to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on April 11, 2013.

Best and final offer of the proposed contract rate of \$ 46.²⁵

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email or fax to (956)292-2932.

Signed: Justin Cerelli Title: President

Printed Name: Justin Cerelli

EXHIBIT "A" Cont.

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"
SPECIFICATIONS

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 - A- TIME TO LOCATION (Hospital) 20 min Does not travel to site,
 - B- RESPOND TIME FOR VISITING. (In Hospital) 15 min. Treatment must be at Hospital

EXHIBIT "B"

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"

BID PAGE

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VENDOR / COMPANY NAME: Four Paws Animal Hospital

ADDRESS: 214 Conquest Blvd.

CITY/STATE/ZIP CODE: Edinburg, TX 78539

PHONE NUMBER: (956) 383-2203 FAX NUMBER: (956) 383-5153

AUTHORIZED SIGNATURE: [Signature] PRINTED NAME: Justin Cerelli

TITLE: President DATE: 4-9-13