



Department of General Services

Contract & Purchasing Services

CURRENT REQUESTS FOR BID/PROPOSAL/QUOTATION

PLEASE NOTE THE FOLLOWING:

If you download a bid/proposal/quote from this site, you must notify the County of Sacramento Contract and Purchasing Services Division that you plan to bid on or make an offer on the subject goods/project. Failure to notify us may result in your not being notified of any addenda or changes and may subsequently disqualify you from the bid or proposal process.

Bid responses must be received and logged in at the Contract and Purchasing Services Division office by 3:00 p.m. on the stated due date, (unless otherwise instructed in the bid document).

Quotation responses must be received and logged in at the Contract and Purchasing Services Division office by 4:00 pm. on the stated due date.

For more information on current bids or quotations, please call or visit the Contract and Purchasing Services Division office, Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m. You may also review the results of previous bids at the Contract and Purchasing Services Division office, Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m.

REQUEST FOR BID		This Is Not An Order - Make A Copy For Your File - Return Original	
COUNTY OF SACRAMENTO DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION 10545 ARMSTRONG AVENUE – SUITE 202A MATHER, CA 95655		Issue Date	January 12, 2009
		Bid Number	RFB7387
V E N D O R		Return your Bid in envelope, sealed and clearly marked on outside with Bid number and date shown below to: Contract & Purchasing Services Division, 10545 Armstrong Avenue,, Suite 202A Mather, Ca 95655 Bids must be received and logged in prior to the date and time indicated. Bids will not be accepted after 3:00 P.M. on: February 17, 2009	
		For Additional Information Contact	
		BUYER:	Lana Crum Contract Services Officer
		PHONE:	916-876-6367
Delivery Requirement State Normal Delivery		Merchandise or Service for Delivery To: See Terms and Conditions	

FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE
 The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the General Conditions of this Request for Bid:

Firm Name	Terms of Sale
Signature	F.O.B. Point Destination
Printed Name	Shipping Date / ARO
Federal Tax ID Number	Estimated Day of Arrival at Destination /After Shipment
Date	E-Mail:
Telephone:	Fax:

COMMODITY TITLE:

Emergency Veterinary Services

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Included in this Request for Bid are the following:**RFP-7387 Bid Information – Bidders Response Section:**

- Appendix A - County's Terms and Conditions**
- Appendix B - Insurance Requirements**
- Appendix C - Sacramento County Procurement Opportunities Program Outline**
- Appendix D - DCSS Form**
- Appendix E - Veterinarian Information Questionnaire**
- Appendix F - Scope of Services and Acceptance Sheet**

- 1.0 Sacramento County is seeking veterinarians to provide Emergency Veterinary Services as follows: Sacramento County Animal Care and Regulation (SCACR) cares for over 14,000 animals annually. While SCACR has a shelter medical program employing a full time veterinarian, it is often necessary to transport sick or injured animals to local veterinarians for treatment. Normally this service is needed during weekends or weekly between the hours of 5p.m. and 8 a.m. Occasionally due to the degree of injuries an animal could be transported to the closest veterinarian during normal business hours.
An Officer of the Law or a concerned citizen may find it necessary to transport an injured animal directly to a veterinarian rather than taking it to the shelter. This type of service could occur at any time.
- 1.1 All services shall be performed as described in the scope of work section of this bid specification. Deviations from scope of work requirements will not be considered unless the bidder explains in detail that the deviation is of material benefit to the County of Sacramento and provides products and services at least equal to that specified. This request for bid (hereafter called RFB) is not an order.
- 1.2 Purchasing Agreements will be issued to the veterinarians that are the best qualified for this program. There is no minimum or maximum number of participating veterinarians. Sacramento County Animal Care and Regulation is looking for veterinarians to provide services in all areas of the County.
- 1.0 **Funding and Payment:** The contracted veterinarians will bill SCACR for the emergency services. SCACR will process contract billings as they are received. This process may result in a thirty (30) day cycle from receipt of invoices.
- 2.1 **Availability of Funds:** County of Sacramento's obligation to continue with an awarded contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
- 3.0 **Compliance With All Laws:** Contractor shall comply with all applicable federal, state, and County statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California.
- 3.1 **Proprietary Information:** Any information contained in vendor's response that is considered proprietary or confidential shall be clearly labeled as such and presented in a separate, sealed envelope within the vendor's response package.

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- 3.2 **Safety:** All merchandise must comply with all applicable federal, state and County codes, statutes ordinances, regulations directives and laws and the resulting contract shall be deemed to be executed within the State of California and construed with and covered by the laws of the State of California. All the merchandise must comply with current California State Division of Industrial Safety Orders and O.S.H.A.
- 3.3 **Indemnification:** The contractor shall indemnify, defend and hold harmless County, its officers, agents, employees, and representatives, from and against any and all claims, losses, liabilities, or damages, demands and action including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent or willful act or omission of the contractor, its officers, agents, employees, representatives, or anyone directly or indirectly acting on behalf of the contractor, regardless of whether caused in part by a party indemnified hereunder.
- 3.4 **Patent or Copyright Liabilities:** The vendor will defend and hold harmless the County, its officers, and employees against all claims that items supplied hereunder infringe a U.S. Patent or copyright. The vendor will pay all resulting costs, damages, and attorney's fees. The County will promptly notify the vendor in writing of all claims, and the vendor will have control of the defense and all related settlement negotiation. If such claim has occurred, or is likely to occur, the County agrees to permit the vendor, at its option and expense, either to procure for the County access to items of equal value to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.
- 4.0 **Submittal of Responses:** The proper submittal of your response is the first step in having us evaluate your offer. Following the instructions below will enable us to consider you a responsive candidate.
- 4.1 **Submittal Package:** Submit to the location specified on the cover sheet one (1) original and (1) complete copy of your response in a sealed envelope, clearly marked on the outside with your company name and return address, the RFB number and the due date.
- 4.2 **Submittal Deadline:** The County must receive your response no later than the date and time shown on the cover sheet. Any response received after that deadline will not be considered and will be rejected.
- 4.3 **Late Submittals Will be Rejected.** Late bids cannot be accepted. Make sure your response is in the Sacramento County Contract & Purchasing Service Office by 3:00 pm on the due date.
- 5.0 **Response Content:** So that we may be able to compare competing responses, you must submit your response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your response being disqualified as non-responsive.
- Cover sheet with signature
 - DCSS Form (**APPENDIX D**)
 - Veterinarian Information Questionnaire (**APPENDIX E**)
 - Scope of Services and Acceptance Sheet (**APPENDIX F**)

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- 5.1 **Bid Opening:** On the date and time and at the location specified on the cover sheet, all responses will be opened in public. Brief summary information from each response will be read aloud. The responses will then be sealed and not available again for public inspection until the award is announced.
- 6.0 **Issuing Officer:** The issuing officer and mailing address to send bids, questions, and all other correspondence concerning this RFB is:
- Lana Crum, Contract Services Officer II
County of Sacramento
Contracts and Purchasing Services Division
10545 Armstrong Avenue, Ste. 202-A
Mather, CA 95655
- e-mail address: cruml@saccounty.net
Phone: 916-876-6367
- 6.1 **Response Clarification:** We reserve the right to request additional written or oral information from respondents in order to obtain clarification of their responses.
- 6.2 **Rejection or Correction of Responses:** We reserve the right to reject any or all responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, and are neither affected by law nor a substantial variance with RFP conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 7.0 **Contract Term:** Any contract resulting from this RFP shall be in effect for one year from date of activation. In order to take advantage of potential savings resulting from price stabilization and reduced administrative costs, the County reserves the right to extend the contract two additional twelve month terms at the same pricing structure, terms, and conditions. Such extensions will be at the County's option and be subject to agreement between the County and vendor.
- 7.1 **Continuance of Contract:** Continuance of the contract for the full period specified shall be contingent upon satisfactory performance of the products and vendor. Unsatisfactory service as determined by the County, may be cause for termination of any balance of the contract without any penalty to the County.
- 7.2 **Termination:** Any contract resulting from this RFP may be terminated by the County upon thirty days written notice.
- 7.3 **Transitional Period:** In the event that services will be terminated, either by contract expiration or by the County of Sacramento, it shall be the responsibility of the incumbent veterinarian to continue to provide quality service as to ensure a smooth transition period. Veterinarian will be reimbursed at the contract rate.
- 8.0 **Selection Process:** Contracts will be awarded to the veterinarians that meet the requirements as stated. There is no minimum or maximum number of participating veterinarians. SCACR is looking for veterinarians to provide services to all areas of Sacramento County. Awards will be based on Price, Location and Hours.

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- 8.1 **Acceptability:** We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 8.2 **Decision Final:** The County of Sacramento intends to award contracts to the best qualified veterinarians for the program that will best serve the interest of the County of Sacramento. The decision of the Purchasing Agent is final.
- 9.0 **Compliance with all laws:** In the performance of their duties, contractors shall comply with all applicable federal, state, and County statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California.
- 10.0 **Invoicing:** The contracted veterinarian will be expected to adhere to invoicing procedures as required by SCACR and the County auditor-controller's office. Failure to comply with established procedures will be grounds for termination of the contract.
- 10.1 **Invoice Requirements:** The County requires a readable invoice. Invoices shall be clear and readable and contain a minimum of the following information:
- A. Invoice number
 - B. Service Date
 - C. Remittance Address
 - D. CSO (contract shipping order number)
 - E. Service Performed
 - G. Invoice total.
 - H. Brief description of Services performed
- 10.2 Any invoices with incorrect pricing will be sent back to vendor for correction. Payments for these invoices are not to be considered late.
- 10.3 **Invoice discrepancies:** Discrepancies shall be handled in a professional, courteous, and expeditious manner. Pursuant to Gov Code 926.10, interest or late charges shall not exceed 6% per annum. Such charges commence the 61st day from the receipt date of the original undisputed invoice.
- 11.0 **General Terms and Conditions:** Compliance with standard terms & conditions: you agree to be bound by our standard "boilerplate" conditions, a sample of which is attached to this RFB.
- 12.0 **Indemnification:** The contractor shall indemnify, defend and hold harmless, the County, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and action, including payment of reasonable attorney's fees arising out of or resulting from, the performance of this agreement, caused in whole or in part by any negligent or willful act or omission of the contractor, its officers, agents, employees, representatives or anyone directly or indirectly acting on behalf of the contractor, regardless of whether caused in part by party indemnified hereunder.

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VENDOR RESPONSE SECTION

So that we may be able to evaluate your response and properly compare it with the other responses, your bid must be in conformity with the requirements stated here:

1. Your name must appear at the top of each page indicating that you have read and understand the contents of each page.
2. Cover page MUST be signed, with all the information boxes completed.
3. Shipping Date indicates the time of delivery after the receipt of order

Appendix A - County's Terms & Conditions – These standard terms and conditions will govern any contract awarded from this bid. No other terms and conditions will be considered.

Appendix B - Insurance Requirements - These insurance requirement are set by the County's Risk Management department and are set in place in order to protect the County.

Appendix C – Procurement Opportunities Program - This sheet explains how the County's Procurement Opportunities Program offers a 5% preference to certain qualifying businesses. If your company is a state certified small or micro business you may qualify for this preference. Be sure to include a copy of your certification.

Appendix D – DCSS Contractor Certification Form – By completing this form you are verifying that you are in compliance with the Department of Child Support Services and have complied with all state and federal requirements relating to Child Support. If awarded a contract, an additional form will be required

Appendix E - Veterinarian Questionnaire - This form tells us about your clinic and provides the information we require for our files.

Appendix F - Scope of Services and Veterinarian Acceptance - This area tells you about the services we expect from you and where you agree to do business with Sacramento County Animal Care & Regulation.

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APPENDIX A

STANDARD TERMS AND CONDITIONS BIDS / BIDS / QUOTES

1. **PREPARATION OF RESPONSE:**
 - a. All information requested of the bidder must be entered in the appropriate spaces on the form. Failure to do so may disqualify your offer.
 - b. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your response. Corrections must be initiated in ink by the person signing the response.
 - c. Corrections and/or modifications received after the specified closing time will not be accepted.
 - d. Time of delivery must be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County.
 - e. Time of delivery may be a consideration in the award.
 - f. Prices will be considered as net if no cash discount is shown.
 - g. All responses must be signed by an authorized officer or employee of the responder.
 - h. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.
 - i. Submit responses in a sealed envelope with the RFQ/RFB/RFP number, closing date, and time shown.
 - j. If any information contained in the response is considered confidential or proprietary by bidder, it must be clearly labeled as such and presented in a sealed envelope within the bidder's response package.
2. **BRAND NAMES:**
 - a. Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal is final and conclusive.
 - b. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified.
3. **SAMPLES:** Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of submitting a response to the County of Sacramento, the bidder certifies that its business entity is in compliance with the "Americans With Disabilities Act" of 1990, as amended. Failure to certify prohibits the award of a purchase order to the bidder.
5. **TAXES:**
 - a. Do not include any sales, use, or federal excise taxes in your response.
 - b. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.
 - c. Items purchased for resale will show the County's resale permit number on the purchase order.
 - d. Exemption certificates will be furnished when federal excise tax is exempted.
6. **LIABILITIES:** The bidder shall hold the County of Sacramento, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the County of Sacramento or bidder because of the unauthorized use of such articles.
7. **CASH DISCOUNTS:** In connection with any cash discount specified on this response, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
8. **DEFAULT BY VENDOR:** In case of default by vendor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County must be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
9. **AWARDS:**
 - a. The County of Sacramento reserves the right to: (1) award responses received on the basis of individual items, or groups of items, or on the entire list of items, (2) reject any or all responses, or any part thereof; (3) waive any informality in the responses; and (4) accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.
 - b. Preference for Sacramento County Products. In purchases by the County of Sacramento, price and quality being equal, preference must be given to Sacramento County products (Charter of the County of Sacramento, sec. 83); also, "... preference must be given to the lowest responsible local bidder offering to supply such items for purchase which are raised, grown, manufactured, fabricated, processed or assembled in Sacramento County . . ." (Sacramento County Code, sec. 2.56.060).
 - c. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.
10. **RIGHT TO AUDIT:** Sacramento County reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
11. **ASSIGNMENT:** In submitting a response to a public purchasing body, the responder offers and agrees that if the response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment must be made and become effective at the time the purchasing body tenders final payment to the responder.
12. **SPECIAL CONDITIONS:** Sacramento County standard terms and conditions must govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they will be considered void. To the extent not otherwise stated in the contract, the California Commercial Code shall apply.
13. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Bidder hereby certifies that: (a) the following information has been provided to the Sacramento County Child Support Department and/or the District Attorney for each of bidder's principal owners (any individual owning 25% or more in Bidder entity) who is subject to a court-ordered child, family or spousal support order: (1) Name, title, last known residence address and social security number; (2) All earnings paid to or payable to such principal owner pursuant to any contract with Sacramento County; and (3) whether dependent health insurance coverage is available to or provided to such Principal Owner; (b) bidder's principal owners are currently in substantial compliance with any court-ordered child, family and spousal support order, or, in the alternative, has made a good faith effort to become current or arrange a payment schedule with the Child Support Department, District Attorney or the court; (c) bidder has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; (d) bidder has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance. **NOTE:** Failure to comply with state and federal reporting requirements regarding bidder's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.

APPENDIX B

COUNTY OF SACRAMENTO

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives or employees. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for County and for members of the public, County may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. County's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Contractor shall furnish the County with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The County reserves the right to require that Contractor provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - b. Personal Lines automobile insurance shall apply if vehicles are individually owned.
3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.
5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2. Automobile Liability: **Waived by Risk Management if there is no driving involved with contract.**
 - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage. (Applies only to owners/contractors.)
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the County.

Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies:

1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-:VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.
2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall state that coverage shall not be canceled except after thirty (30) days' written notice for cancellation or non-renewal has been given to the County. For non-payment of premium 10 days prior written notice of cancellation is required.

Commercial General Liability and/or Commercial Automobile Liability:

1. **ADDITIONAL INSURED STATUS:** The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers.
2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. **PRIMARY INSURANCE:** For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. **SEVERABILITY OF INTEREST:** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. **SUBCONTRACTORS:** Contractor shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor.

Notification of Claim

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arise out of or are in any way connected with Contractor's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

APPENDIX C

PROCUREMENT OPPORTUNITIES PROGRAM

In accordance with the County of Sacramento's Procurement Opportunities Program policy, adopted by the County Board of Supervisors under resolution 2002-0670 on June 4, 2002, certain businesses may be eligible for a 5% price preference in the evaluation of this bid/quote.

In order to qualify for this preference, you must:

- | |
|---|
| 1. Be a State of California certified micro-business enterprise, located in the Sacramento Regional Market Area, |
| 2. Be bidding on a material or supply contract or non-professional service contract issued through the Department of General Services, Contracts and Purchasing Services Division of \$100,000 or less, and |
| 3. Submit a copy of your Certification Letter issued either by the State of California, Office of Small Business Certification and Resource, or, by a recognized reciprocating local agency along with your bid/quote. |

**Please submit a copy of your Certification letter and
sign here if you are registered as a state of California
Small or Micro business**

Business Name _____

Your Name _____

Signature _____

APPENDIX D

COUNTY OF SACRAMENTO POTENTIAL CONTRACTOR CERTIFICATION OF COMPLIANCE FORM - DCSS

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

POTENTIAL CONTRACTOR hereby certifies that either:

- ☐ (a) the POTENTIAL CONTRACTOR is a government or non-profit entity (exempt), or
- ☐ (b) the POTENTIAL CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- ☐ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- ☐ (d) POTENTIAL CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New POTENTIAL CONTRACTOR shall certify that each of the following statements is true:

- a. POTENTIAL CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. POTENTIAL CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

COUNTY OF SACRAMENTO
POTENTIAL CONTRACTOR CERTIFICATION OF COMPLIANCE FORM
Con't

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing DCSS-bidderCompliance@SacCounty.net.

POTENTIAL CONTRACTOR

DATE

Printed Name

Firm Name Must Appear Here ⇒

APPENDIX E**VETERINARIAN INFORMATION**

Clinic Name	
Veterinarian Name	
Address	
City / Zip	
Office Contact Name	Phone Number
E-mail address	Cell phone
Alternate Contact	Phone Number
E-mail Address	Fax Number
Accounts Receivable Contact	A/R Phone Number
License #	Hours of Operation

If selected for contract, I/we agree to furnish emergency services at the specified prices and under the conditions indicated.

Authorized Signature	->	
Printed Name	->	
Title	->	
Direct Phone number	->	
Date Signed	->	

APPENDIX F

Scope of Emergency Services

While SCACR has a shelter medical program employing a full time veterinarian, it is often necessary to transport sick or injured animals to local veterinarians for treatment. Normally this service is needed during weekends or weekly between the hours of 5p.m. and 8 a.m. Occasionally due to the degree of injuries an animal could be transported to the closest veterinarian during normal business hours.

Another example of emergency services that may be covered by a contracted veterinarian is when an Officer of the Law or a concerned citizen finds it necessary to transport an injured animal directly to a veterinarian for emergency services rather than taking it to the shelter. This type of service could occur at any time.

Facility Requirements:

The clinic or hospital in which the emergency services will be performed must be registered with the California State Board of Examiners. The cleanliness and safety of the facility shall comply with the State of California Veterinary Practices Act and subject to inspection according to the California Board of Examiners.

Participating Veterinarians Will Provide Emergency Services as Set Forth Under Penal Code 597.1©

Under Calif. Penal Code 597.1 (c) an animal control agency is required to provide all injured dogs and cats with emergency veterinary care. The animals are to be transported to a veterinarian to determine whether they shall be immediately euthanized or receive treatment. No veterinarian shall be criminally or civilly liable for any decision they make or for any service provided pursuant to this section.

Record Keeping:

The record keeping, both pre and post care, shall comply with the State of California and with the standards identified by the California Board of Veterinary Medicine.

Scope of Emergency Services :

- * Determine if the animal is in need of humane euthanasia and if so perform promptly
- * Administer basic emergency care to stabilize the animal such as intravenous or subcutaneous fluids
- * Provide pain control as indicated
- * Prior authorization from shelter supervisors is necessary prior to performing radiographs, surgical procedures and blood work. Supervisors are available 24 hours per day to provide authorization.
- * Provide a written medical record for animal at time of release
- * When an animal is brought in for Emergency Services, obtain a CSO from SCACR within 24 hours

Payment for services

Firm Name Must Appear Here ⇒

- * The contract veterinarian will bill SCACR for approved services.
- * Veterinarian to send invoices, noting the CSO number to:
Sacramento County Animal Care and Regulation (SCACR)
4290 Bradshaw Road
Sacramento, CA 95827
- * SCACR will process contract billings as they are received. This process results in a thirty (30) day payment cycle from initial receipt of the invoice.

It is the preference of SCACR for veterinarians to state a basic fee that would be charged for providing the emergency services listed above.

Veterinarian agrees to perform the above mentioned Emergency Services for the flat fee sum of \$_____

Days and office hours available to provide emergency services _____

SIGN & DATE_____

VETERINARIAN LICENSE NUMBER _____

*While a flat fee is preferred, SCACR may consider contracting with a veterinarian to provide Emergency Services that offer a discount on standard fees. Please show the discount you are offering to the County on separate page.