

# July 3, 2025 REQUEST FOR APPLICATION COMMUNITY VACCINE & MICROCHIP CLINICS

To All Interested Parties:

The City of San Antonio is soliciting applications from qualified Respondents interested in providing nocost vaccination and wellness clinics to be hosted at the ACS facility as well as off-site events.

#### I. 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.

Animal Care Services operates 7 days a week, responding to over 80,000 call-for-service requests annually and impounding approximately 30,000 animals, including wildlife, as ACS is the rabies control authority for the City of San Antonio. ACS promotes responsible pet ownership and has implemented programs to assist owners in protecting the health and welfare of their pets, including regular free microchip and vaccine clinics.

ACS is seeking partners to conduct pet wellness clinics in various areas of the city, providing free microchips and vaccines for pets of San Antonio residents. ACS will reimburse selected partners for each pet served and may provide supplies for the clinics.

#### II. SCOPE OF SERVICE

# 2.1 Obligations of Contractor.

- 2.1.1 Perform an agreed upon number of no-cost animal vaccination and microchip clinics for pets of San Antonio residents.
- 2.1.2 Serve an agreed upon number of dogs and cats at no-cost clinics, to include: Rabies, Distemper/Hepatitis/Parvovirus/Parainfluenza (DHPP), and Feline Viral Rhinotracheitis/Calicivirus/Panleukopenia (FVRCP). Pet owners shall not be charged for these vaccines.

- 2.1.3 Provide, implant, and register microchips for pets receiving vaccinations at the no-cost clinics. The City will provide microchips for each clinic, to be implanted and registered by the Contractor. Pet owners shall not be charged for microchips.
- 2.1.4 Hold no-cost clinics at varying locations within the community, as agreed to by ACS. ACS may assist Contractor in identifying and securing locations and in the marketing and advertising of the clinics.
- 2.1.5 Provide all trained staff and related equipment and maintain accurate records.
- 2.1.6 Have the ability to cancel and reschedule a clinic due to inclement weather, veterinarian unavailability, or other circumstances that would prevent holding the event. Contractor shall inform ACS of the cancellation of the clinic and the reason for the cancellation. Contractor may reschedule the canceled clinic or, with ACS approval, serve additional animals at other regularly scheduled clinics to meet the required total number of animals served for the term of the agreement.
- 2.1.7 Invoice the City by the 10<sup>th</sup> day of the month following the completion of a no-cost clinic. Contractor shall provide supporting documentation verifying services provided under this Agreement, as determined by ACS.

#### III. COMPENSATION

In consideration of Contractor's performance in a satisfactory and efficient manner of all services and activities set forth in this Agreement, City agrees to pay Contractor up to a total amount as awarded by ACS based on the following rates:

- 3.1 *Rate*: Contractor shall be paid at a rate of \$20 per qualifying animal served.
- 3.2 Contractor shall submit a monthly invoice detailing the total amount of services performed. The invoice shall outline the work completed in accordance with the stated scope of work for the contract term and the amount due and owing.
- 3.3 Contractor shall invoice City on a monthly basis, in a form acceptable and with documentation as required by City. City shall pay said invoices within 30 days of receipt and approval by City. Invoices shall be submitted in .pdf format either electronically to <a href="mailto:accounts.payable@sanantonio.gov">accounts.payable@sanantonio.gov</a> with a copy to ACS Contract Coordinator or mail to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, Animal Care Services Department 4710 State Highway 151, San Antonio, Texas 78227.
- 3.4 Final acceptance of work products and services require written approval by City. The approval official shall be Director or his designee. Payment will be made to Contractor following written approval of the final work products and services by ACS Contract Coordinator. City shall not be obligated or liable under this Agreement to any party, other than Contractor, for the payment of any monies or the provision of any goods or services.

# IV. INSURANCE REQUIREMENTS

The CONTRACTOR shall maintain insurance for liability claims and causes of action to meet their statutory obligations. CONTRACTOR insurance should include Professional Liability with a minimum limit of \$500,000. The CONTRACTOR will be required to submit their certificate of insurance to the ACS Department. The CONTRACTOR agrees to not hold the City liable for any claims that result from this contract and accepts liability on behalf of staff and volunteers.

#### V. 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.

<u>Defense Counsel</u> - 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.

## VI. 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 <a href="mailto:nichellie.james2@sanantonio.gov">nichellie.james2@sanantonio.gov</a> or signed and mailed to:

City of San Antonio Animal Care Services Department Attn: Nichellie James 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 time under for each:	o1 —
	Provide a copy of the current 501c3 organization's Determination Letter from the IRS, if applicable.	_
2.	Has the Contractor ever had their 501(c)(3) revoked or suspended (if applicable)?	
	Yes No If yes, what were the circumstances that is was revoked?	
	<del></del>	
3.	Please provide the vendor number given at the time of registration with the San Antonio e- Procurement System (SAePS):	

## **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 fiv (5) years?
Yes No
Have you been terminated (for cause or otherwise) from any work being performed for the City of Sa 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, Stat 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 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.

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