Amendment No. 4
To
Contract No. NA170000218
For
Veterinary Pharmaceuticals and Supplies
Between
Patterson Veterinary Supply, Inc.
and
MWI Animal Health
and
Boehringer-Ingelheim Animal Health USA, Inc.
and
Bayer Health Care, LLC
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 9, 2019 through September 8, 2020. Two options will remain.

2.0 The City hereby exercises a price increase for MWI Veterinary Supply, Co. on items 1-7, 10-12, 15-17, 20-21, 24, 26-30, 32-35, 41, 44-50, 53-54, and 57-58.the subject contract. The City also exercises a price decrease on item 39. These economic price adjustments are displayed in Exhibit D and will become effective on September 9, 2019.

3.0 The total contract amount is increased by $575,000.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/08/2017 – 09/08/2019	$1,150,000.00	$1,150,000.00
Amendment No. 1: Add 3rd Party Payee (Merial, Inc.) 07/17/2018	$0.00	$1,150,000.00
Amendment No. 2: Add 3rd Party Payee (Bayer Health Care, LLC) 02/06/2019	$0.00	$1,150,000.00
Amendment No. 3: Vendor Change 08/23/2019	$0.00	$1,150,000.00
Amendment No. 4: Option 1 – Extension 09/08/2019 – 09/08/2020 Price increase/decrease for MWI Veterinary Supply. Co. (Exhibit D) 09/08/2019	$575,000.00	$1,725.000.00

4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 8/20/19
Printed Name: Danielle Armstrong
Authorized Representative

Patterson Veterinary Supply, Inc.
6300 West by Northwest Boulevard, Suite 800
Houston, Texas 77040-4941
(512) 529-0254
[redacted]

Sign/Date:
Printed Name:
Authorized Representative

Amendment 4 updated pricing

MWI Veterinary Supply, Co.
dba MWI Veterinary Supply
dba MWI Animal Supply
3041 West Pasadena Drive
Boise, Idaho 83705
(208) 955-9547
dhays@mwianimalhealth.com

Sign/Date: 9-9-19
Printed Name:
Authorized Representative

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 West 8th Street, Suite 310
Austin, Texas 78701

Acknowledged by 3rd Party Payees
Sign/Date: 8/21/19
Printed Name:
Authorized Representative

Bayer HealthCare LLC Animal
Health Division
P.O. Box 390
Shawnee Mission, Kansas 66201-0390
(913) 268-2000
shireen.fisher@bayer.com

Sign/Date:
Printed Name:
Authorized Representative

Boehringer-Ingelheim Animal Health USA, LLC
3239 Satelite Boulevard, Building 500
Duluth, Georgia 30096
(678) 638-3000
susan.cooper@boehringer-ingelheim.com

APPROVED
By [illegible] Aug 29, 2019

Sign/Date: 8/20/19
Printed Name: Danielle Armstrong
Authorized Representative

Patterson Veterinary Supply, Inc.
6300 West by Northwest Boulevard, Suite 800
Houston, Texas 77040-4941
(512) 529-0254
danielle.armstrong@animalhealthinternational.com

Sign/Date:
Printed Name: _____
Authorized Representative

MWI Veterinary Supply, Co.
dba MWI Veterinary Supply
dba MWI Animal Supply
3041 West Pasadena Drive
Boise, Idaho 83705
(208) 955-9547
dhays@mwianimalhealth.com

Sign/Date:
Printed Name: _____ 9-10-19
Authorized Representative

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 West 8th Street, Suite 310
Austin, Texas 78701

Acknowledged by 3rd Party Payees
Sign/Date: 8/21/19
Printed Name: _____
Authorized Representative

Bayer HealthCare LLC Animal
Health Division
P.O. Box 390
Shawnee Mission, Kansas 66201-0390
(913) 268-2000
shireen.fisher@bayer.com

Sign/Date: 09/09/2019
Printed Name: _____
Authorized Representative

Boehringer-Ingelheim Animal Health USA, LLC
3239 Satelite Boulevard, Building 500
Duluth, Georgia 30096
(678) 638-3000
susan.cooper@boehringer-ingelheim.com

APPROVED

Exhibit D
NA170000218
MWI Veterinary Supply, Co.
(Amendment No. 4)

The City hereby exercises a price increase on the subject contract for items 1-3, 5,6, 10-12, 15-17, 20, 21, 24, 26-27, 29, 32, 35, 41, and 45-46. The City also exercises a price decrease on the subject contract for items 28 and 39. These economic price adjustments are displayed in the table below and will become effective on September 9, 2019.

Item	Description	Unit	Product Number	Mfr.	Old Price	Modifier	New Price
1	Nobivac Canine 1-DAPPv	B25	010626	Merck	$2.49	1.827	$2.92
2	Capstar Tablets 57mg	P6	025959	Elanc	$22.47	1.96	$23.37
3	Scalpel Blades #10	B100	008856	Int	$0.28	1.02	$0.29
4	Panacur Granules 22.2% (lb)	1LB	005284	Merck	$297.33	0.00	$297.33
5	Syringes Monoject TB 1cc 25g x 5/8	B100	002281	Cardl	$0.20	1.980	$0.2040
6	Capstar Tab 11.4mg	B10	049775	Elanc	$202.25	1.907	$220.86
7	Solo Step CH HW test	B25	018934	Heska	$3.75	0.00	$3.75
8	Feline EN (5oz cans)	n/a	101000	Puri	n/a	n/a	n/a
9	Marquis Syringe 127gm	n/a	049979	Meria	n/a	n/a	n/a
10	Syringes Monoject TB 1 cc Slip	B100	005427	Cardl	$0.13	1.952	$0.1362
11	Nobivac Feline 1-HCP 25-1 dose	B25	008538	Merck	$38.00	1.868	$43.00
12	Syringes Monoject 3cc Lock 22g x 1"	B100	001374	Cardl	$0.11	1.945	$0.1160
13	Convenia Inj (10 ml)	n/a	033037	Zoet	n/a	n/a	n/a
14	Rimadyl chew 100mg (Bottle 180)	n/a	026356	Zoet	n/a	n/a	n/a
15	Suture 3-0 monocryl 24mm/36	B12	047373	Ethic	$6.63	1.920	$7.16
16	Suture 0 monocryl ½ circle rev cut 36	B36	014590	Ethic	$7.13	1.917	$7.72
17	VetScan Comprehensive Diagnostic Profile (P48)	P48	048723	Abaxi	$1,260.00	1.025	$1,291.50
18	Simplicef 100mg (Bottle 250)	n/a	032857	Zoet	n/a	n/a	n/a
19	Metacam Inj 5mg (10cc)	n/a	093057	Meria	n/a	n/a	n/a
20	Nobivac Feline HCPCH (B25)	B25	007415	Merck	$50.25	1.870	$56.75
21	Suture 2-0 Monocryl 3/8 Rev Cut 24mm/36	B12	047474	Ethic	$6.63	1.920	$7.16
22	Dexdomitor Inj 0.5mg/mL	n/a	032835	Zoet	n/a	n/a	n/a
23	Vectra 3d Red (B36)	n/a	061450	Ceva	n/a	n/a	n/a
24	Nobivac Intra Trac 25 x 1 Dose (B25)	n/a	022346	Merck	$64.00	1.875	$72.00
25	Feloceil Cver 25 x 1 (B25)	n/a	n/a	n/a	n/a	n/a	n/a
26	Telazol Inj 100mg/ml (5cc)	5CC	009068	Zoet	$63.35	1.917	$68.60
27	Simpilcef Tabs 200mg (B250)	B250	032859	Zoet	$565.45	1.910	$616.00
28	Isoflurane (250cc)	250CC	018627	VetOne	$35.44	0.659	$23.36
29	Antisedan Inj 5mg/ml (10ml)	10ML	032800	Zoet	$168.15	1.818	$198.60
30	Monoject Needles 22g x 1"	B100	013556	Cardl	$0.073	0.000	$0.073
31	Gause Sponges Versalon Curity 4ply 4x4 (P200)	n/a	000423	n/a	n/a	n/a	n/a
32	Rimadyl Chew 75mg (B180)	Zoet	026353	B180	$162.00	1.938	$171.90
33	Nolvasan Solution (gallon)	Zoet	007861	Gal	$65.55	1.927	$70.30
34	Clavamox drops 12 x 15cc (B12)	Zoet	030084	BX12	$166.80	1.885	$186.00
35	Lime Plus Pet Dip Concentrate (gallon)	Dechr	028560	Gal	$79.84	1.03	$82.23
36	Normosol R Life Care 12x1000ml bags (C12)	Hospi	003955	C12	Call for Price	n/a	n/a
37	Previcox Chew Tabs 227mg (B180)	Meria	045866	B180	n/a	n/a	n/a
38	Metacam Inj 5mg/ml (10cc)	Meria	093057	n/a	n/a	n/a	n/a
39	Ketaconazole Tabs 200mg (B100)	Strid	056438	8100	$80.85	0.865	$69.88
40	Doxycycline Tabs 100mg (B500)	n/a	064079	n/a	$83.33	n/a	n/a
41	Vetbond Tissue Adhesive (3cc)	3M	006245	3CC	$12.90	1.035	$13.35
42	Fentanyl Patch 75mcg (P5)	n/a	047935	n/a	$97.07	n/a	n/a
43	Feline EN (10lb)	Puri	100144	n/a	n/a	n/a	n/a
44	Sharps Container Rotor Lid (3 gallon)	Cardl	001308	EACH	$5.60	0.00	$5.60
45	Needles Hypodermic 25g x 5/8 (B100)	Cardl	002351	B100	$10.49	1.981	$10.68
46	Artificial Tears Ointment w/Lanolin (3.5gm)	Apx	704001	3.5GM	$2.44	1.02	$2.49

Amendment No. 3
to
Contract No. NA170000218
For
Veterinary Pharmaceuticals and Supplies
Between
Merial, Inc.
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Merial, Inc.	Boehringer Ingelheim Animal Health USA, LLC
Vendor Code	V00000933307	V00000962725
FEIN	[redacted]	[redacted]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 3 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

8-22-19

Date

Amendment No. 2
to
Contract No. MA 9200 NA170000218
for
Veterinary Pharmaceuticals and Supplies
between
Patterson Veterinary Supply Inc.
And
MWI Animal Health
And
Bayer Health Care, LLC
and the
City of Austin

1.0 The City hereby amends the above referenced Contract to make the following changes:

1.1 Bayer Health Care, LLC, having offices at PO Box 390, Shawnee Mission, KS 66201-0390, is hereby designated as a "3rd Party Payee" under the above referenced Contract. A "3rd Party Payee" is defined as a Vendor that may accept payment under the terms and conditions set forth in the above-referenced contract for items designated in Exhibit B. The above referenced Contract between Patterson Veterinary Supply Inc. and MWI Animal Health "the Contractors" and the City (Exhibit C) except as expressly modified by the terms and conditions set forth in this Amendment, shall apply to the 3rd Party Payee: (i) 3rd-Party Payee hereby agrees to comply with all of the Contractor's requirements designated under the Contract to said requirements; (ii) 3rd-Party Payee shall have no rights in the Contract, such document being incorporated herein solely for the purpose of establishing the respective obligations of the 3rd Party Payee and the Contractors with respect to the acceptance of payments under the Contract; and (iii) The City may terminate this agreement with the 3rd Party Payee prior to the expiration of the above referenced contract at its sole discretion.

1.2 The total Contract amount is unchanged. The total Contract authorization is recapped below:

Term	Additional Contract Funding Amount for the Term	Total Contract Amount
Initial Term: 09/08/2017 – 09/08/2019	$0.00	$1,150,000.00
Amendment No. 1: add "3rd Party Payee" Merial, Inc.	$0.00	$1,150,000.00
Amendment No. 2: add "3rd Party Payee" Bayer Health Care, LLC	$0.00	$1,150,000.00

2.0 MBE/WBE goals were not established for this contract.

3.0 By signing this Amendment the Contractors certify that the Contractors and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: 2/4/19
Printed Name:
Bayer Health Care, LLC
PO Box 390
Shawnee Mission, KS 66201-0390

Signature & Date:
Printed Name:
MWI Animal Health
3041 W. Pasadena Dr.
Boise, ID 83705

Signature & Date:
Printed Name:
Patterson Veterinary Supply, Inc.
2025 S High St.
Columbus, OH 43207

Signature & Date:
John Hilbun, Contract Mgmt Specialist IV
City of Austin
Purchasing Office

Exhibits:

Exhibit A	0800 Non-Discrimination Certificate
Exhibit B	MA 9200 NA170000218 including all documents incorporated by reference

Bayer Healthcare LLC
Law & Patents Dept.
N. Arms 2/4/19
Approved as to Form

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:
Printed Name:
Bayer Health Care, LLC
PO Box 390
Shawnee Mission, KS 66201-0390

Signature & Date: Irene Bartkowich 12/13/18
Printed Name:
MWI Animal Health
3041 W. Pasadena Dr.
Boise, ID 83705

Signature & Date:
Printed Name:
Patterson Veterinary Supply, Inc.
2025 S High St.
Columbus, OH 43207

Signature & Date:
John Hilbun, Contract Mgmt Specialist IV
City of Austin
Purchasing Office

Exhibits:

Exhibit A	0800 Non-Discrimination Certificate
Exhibit B	MA 9200 NA170000218 including all documents incorporated by reference

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:
Printed Name:
Bayer Health Care, LLC
PO Box 390
Shawnee Mission, KS 66201-0390

Signature & Date:
Printed Name:
MWI Animal Health
3041 W. Pasadena Dr.
Boise, ID 83705

Signature & Date: 12/20/18
Printed Name: Danielle Armstrong
Patterson Veterinary Supply, Inc.
2025 S High St.
Columbus, OH 43207

Signature & Date:
John Hilbun, Contract Mgmt Specialist IV
City of Austin
Purchasing Office

Exhibits:

Exhibit A	0800 Non-Discrimination Certificate
Exhibit B	MA 9200 NA170000218 including all documents incorporated by reference

Amendment No. 1
to
Contract No. MA 9200 NA170000218
for
Veterinary Pharmaceuticals and Supplies
between
Patterson Veterinary Supply Inc.
And
MWI Animal Health
And
Merial, Inc.
and the
City of Austin

1.0 The City hereby amends the above referenced Contract to make the following changes:

1.1 Merial, Inc., having offices at 3239 Satellite Boulevard, Duluth, Georgia 30096, is hereby designated as a "3rd Party Payee" under the above referenced Contract. A "3rd Party Payee" is defined as a Vendor that may accept payment under the terms and conditions set forth in the above-referenced contract for items designated in Exhibit B. The above referenced Contract between Patterson Veterinary Supply Inc. and MWI Animal Health "the Contractors" and the City (Exhibit C) except as expressly modified by the terms and conditions set forth in this Amendment, shall apply to the 3rd Party Payee: (i) 3rd-Party Payee hereby agrees to comply with all of the Contractor's requirements designated under the Contract to said requirements; (ii) 3rd-Party Payee shall have no rights in the Contract, such document being incorporated herein solely for the purpose of establishing the respective obligations of the 3rd Party Payee and the Contractors with respect to the acceptance of payments under the Contract; and (iii) The City may terminate this agreement with the 3rd Party Payee prior to the expiration of the above referenced contract at its sole discretion.

1.2 The total Contract amount is unchanged. The total Contract authorization is recapped below:

Term	Additional Contract Funding Amount for the Term	Total Contract Amount
Initial Term: 09/08/2017 – 09/08/2019	$0.00	$1,150,000.00
Amendment No. 1: add "3rd Party Payee"	$0.00	$1,150,000.00

2.0 MBE/WBE goals were not established for this contract.

3.0 By signing this Amendment the Contractors certify that the Contractors and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:
Printed Name: Tim Bettington
Merial, Inc.
3239 Satellite Boulevard
Duluth, Georgia 30096

Signature & Date:
Printed Name:
MWI Animal Health
3041 W. Pasadena Dr.
Boise, ID 83705

Signature & Date:
Printed Name:
Patterson Veterinary Supply, Inc.
2025 S High St.
Columbus, OH 43207

Signature & Date:
John Hilbun, Contract Mgmt Specialist IV
City of Austin
Purchasing Office

Exhibits:

Exhibit A	0800 Non-Discrimination Certificate
Exhibit B	MA 9200 NA170000218 including all documents incorporated by reference

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:
Printed Name:
Merial, Inc.
3239 Satellite Boulevard
Duluth, Georgia 30096

Signature & Date: Carol Howell
Printed Name: Carol Howell
MWI Animal Health
3041 W. Pasadena Dr.
Boise, ID 83705

Signature & Date:
Printed Name:
Patterson Veterinary Supply, Inc.
2025 S High St.
Columbus, OH 43207

Signature & Date:
John Hilbun, Contract Mgmt Specialist IV
City of Austin
Purchasing Office

Exhibits:

Exhibit A	0800 Non-Discrimination Certificate
Exhibit B	MA 9200 NA170000218 including all documents incorporated by reference

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:
Printed Name:
Merial, Inc.
3239 Satellite Boulevard
Duluth, Georgia 30096

Signature & Date:
Printed Name:
MWI Animal Health
3041 W. Pasadena Dr.
Boise, ID 83705

Signature & Date: 6/25/18
Printed Name:
Patterson Veterinary Supply, Inc.
2025 S High St.
Columbus, OH 43207

Signature & Date: 07/16/18
John Hilbun, Contract Mgmt Specialist IV
City of Austin
Purchasing Office

Exhibits:

Exhibit A	0800 Non-Discrimination Certificate
Exhibit B	MA 9200 NA170000218 including all documents incorporated by reference

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
PATTERSON VETERINARY SUPPLY INC. ("Contractor")
for
Veterinary Pharmaceuticals and Supplies
MA 9200 NA170000218

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between PATTERSON VETERINARY SUPPLY INC. having offices at Houston, TX 77040 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB MHJ0207.

1.1 **This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), MHJ0207 including all documents incorporated by reference

1.1.3 PATTERSON VETERINARY SUPPLY INC. Offer, dated March 22, 2017, including subsequent clarifications

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 **Term of Contract.** The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 **Compensation.** This is a joint contract award between MWI Animal Health and Patterson Veterinary Supply Inc. in an amount not to exceed $1,150,000.00 for the initial 24-month term with three 12-month extension options in an estimated amount of $575,000.00 per extension option divided between the contractors.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

PATTERSON VETERINARY SUPPLY INC.

Danielle Armstrong
Printed Name of Authorized Person

Signature

OSR- Territory Manager
Title:

8/14/17
Date:

CITY OF AUSTIN

Marty James
Printed Name of Authorized Person

Signature

Procurement Specialist II
Title:

08/16/2017
Date:

Approved By:

Danielle Lord 9/8/17

~~Erin D'Vincent~~ Danielle Lord
~~Procurement Specialist IV~~ Procurement Mgr.

Exhibit A – Final Awarded Vendor Bid Tab
Exhibit B – Supplemental Terms and Conditions
Exhibit C - PATTERSON VETERINARY SUPPLY INC. Offer dated March 22,2017

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
MWI Animal Health ("Contractor")
for
Veterinary Pharmaceuticals and Supplies
MA 9200 NA170000218

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between MWI Animal Health having offices at Boise, ID 83705 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB MHJ0207.

1.1 **This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), MHJ0207 including all documents incorporated by reference

1.1.3 MWI Animal Health Offer, dated March 28, 2017, including subsequent clarifications

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 **Term of Contract.** The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 **Compensation.** This is a joint contract award between MWI Animal Health and Patterson Veterinary Supply Inc. in an amount not to exceed $1,150,000.00 for the initial 24-month term with three 12-month extension options in an estimated amount of $575,000.00 per extension option divided between the contractors.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

MWI ANIMAL HEALTH	**CITY OF AUSTIN**
Susan A Collins	Marty James
Printed Name of Authorized Person	Printed Name of Authorized Person
Susan A Collins	
Signature	Signature
MWI Animal Health Pricing Manager	Procurement Specialist II
Title:	Title:
August 16, 2017	08-31-2017
Date:	Date:

Approved By:

Danielle Lord 9/8/17

~~Erin D'Vincent~~ Danielle Lord
~~Procurement Specialist IV~~ Procurement Mgr.

Exhibit A – Final Awarded Vendor Bid Tab
Exhibit B – Supplemental Terms and Conditions
Exhibit C - MWI Animal Health Offer dated March 28,2017

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming Deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **AUDITS and RECORDS**:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. Records Retention:

i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

    A. Recycled Deliverables shall be clearly identified as such.

    B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

    C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

    D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

    E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

    A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

    B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

    C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
   (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
   (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.

xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the opening date. Submissions may be made via email to Marty.James@austintexas.gov .

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

   Alternate Offers will be considered for equivalent products.

3. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

         City of Austin Purchasing Office
         P. O. Box 1088
         Austin, Texas 78767

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.

(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

Note: If delivery is made by common carrier, then no insurance is required.

4. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **DELIVERY REQUIREMENTS:**

Austin Animal Center
7201 Levander Loop
Austin, TX 78702

Delivery is to be made within 5 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices may be e-mailed to the contract manager: Wendy.Beaupre@austintexas.gov

If necessary, invoices shall be mailed to the below address:

	City of Austin
Department	Austin Animal Services Office
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767-1088

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. **RESTOCKING FEES:**

A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.

B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

9. **SAMPLES – EXACT REPLICA:**

A. The Offeror shall submit an exact replica of the goods to be provided. This sample shall be provided within 7 working days after request by the City.

B. Send samples to the City at the following address:

	City of Austin
Department	Animal Services Office
Address	7201 Levander Loop
City, State Zip Code	Austin, TX 78702
Attn:	Ginger Scott

C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

10. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

11. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

12. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed fifteen percent (15%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
   (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
   (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
   (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
   (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
   (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
   (1) Utilize final Compilation data instead of Preliminary data
   (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or $ of Base Price: 100%	
Database Name: Producer Price Index-Commodities	
Series ID: pcu325412325412T	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Pharmaceuticals for veterinary use, incl. medicinal premixes/pet care products	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Wendy Beaupre, (512) 978-0586, Wendy.Beaupre@austintexas.gov

7201 Levander Loop

Austin, TX 78702

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: IFB MHJ0207

DATE ISSUED: February 27, 2017

COMMODITY CODE: 87500

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Marty James

Buyer II
Phone: (512) 974-3164
E-Mail: Marty.James@austintexas.gov

COMMODITY/SERVICE DESCRIPTION:
Veterinary Pharmaceuticals and Supplies

BID DUE PRIOR TO: 2:00 PM March 21, 2017

BID OPENING TIME AND DATE: 2:15 PM March 21, 2017

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation MHJ0207	Purchasing Office-Response Enclosed for Solicitation # IFB MHJ0207
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	3
0600	BID SHEET – Must be completed and returned with Offer	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Patterson Veterinary

Company Address: 6300 West by Northwest Blvd. Ste. 800

City, State, Zip: Houston, TX 77040

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Danielle Armstrong

Title: Territory Manager

Signature of Officer or Authorized Representative: [signature]

Date: 3/22/17

Email Address: danielle.armstrong@animalhealthinternational.com

Phone Number: 512-529-0254

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	n/a	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	n/a	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	n/a	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name Patterson Veterinary

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Terrell Veterinary
   Name and Title of Contact Sonja - Office Manager
   Project Name n/a
   Present Address 1310 Ranch Road 620 S Ste. C5
   City, State, Zip Code Lakeway, TX 78734
   Telephone Number (512) 263-5130 Fax Number (____) _____
   Email Address _____

2. Company's Name Texas Humane Heroes
   Name and Title of Contact Jess - Purchaser
   Project Name n/a
   Present Address 10930 E. Crystal Falls Pkwy
   City, State, Zip Code Leander, TX 78641
   Telephone Number (512) 260-3602 Fax Number (____) _____
   Email Address _____

3. Company's Name Williamson County Regional Animal Shelter
   Name and Title of Contact Linda Gunter
   Project Name n/a
   Present Address 1855 SE Inner Loop
   City, State, Zip Code Georgetown, TX 78626
   Telephone Number (512) 943-3322 Fax Number (____) _____
   Email Address _____

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 22 day of March, 2017

CONTRACTOR Patterson Veterinary

Authorized Signature [signature]

Title Territory Manager

Section 0835: Non-Resident Bidder Provisions

Company Name Patterson Veterinary

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder – Houston TX office

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	IFB MHJ0207
PROJECT NAME:	Veterinary Pharmaceuticals and Supplies

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes _____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Patterson Veterinary

Company Name

Danielle Armstrong - Territory Manager

Name and Title of Authorized Representative (Print or Type)

[signature]

3/22/17

Signature **Date**

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	IFB MHJ0207
PROJECT NAME:	Veterinary Pharmaceuticals and Supplies

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	n/a		
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature **Date**

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code:		☐ Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code:		☐ Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

SPECIFICATIONS
IFB MHJ0207
Veterinary Pharmaceuticals and Supplies

1.0 PURPOSE

The City of Austin (City) seeks bids in response to this solicitation to establish a Contract for veterinary pharmaceuticals, tests, vaccines and miscellaneous veterinary supplies for its municipally-owned and operated animal shelter, the Austin Animal Center (AAC).

It is the City's desire to award a single contract for these requirements.

2.0 BACKGROUND

The City of Austin Animal Services Office (ASO) is responsible for the municipally-owned and operated Austin Animal Center (AAC). The animal shelter receives approximately 16,000 animals per year and functions as a no-kill animal shelter, finding live outcomes for 97% of the companion animals entering the shelter. The animals' health and treating animals with acute and chronic medical conditions requires a 365 full service veterinary clinic with four full-time veterinarians and dozens of animal health technicians. Medical evaluations and treatments begin immediately upon intake to the shelter and continue until the animal is placed with an owner. This outcome process for any animal can take from days to many months.

3.0 CONTRACTOR GENERAL REQUIREMENTS

3.1. Contractor shall have standard operating business hours of 8:00 a.m. – 5:00 p.m. Monday through Friday, with the exception of City Holidays.

4.0 WEBSITE, ORDERING, AND INVENTORY MANAGEMENT REQUIREMENTS

4.1. Website and Ordering Requirements

4.1.1. The Contractor shall have a website that allows for viewing the entire catalog of items as well as for placing orders electronically. ASO anticipates 4 users that will require access to this site.

4.1.2. Contractor shall utilize a secured electronic portal or gateway via the Internet for the City to place and retrieve orders under this Contract.

4.1.3. Contractor shall ensure secured electronic portal offers the City an ability to track the progress and status of an order as it goes through the process of being filled.

4.1.4. Contractor shall have the ability to provide each individual user of the contract a unique login and password credentials. AAC anticipates approximately 10 users that will need access. The City reserves the right to increase or decrease this number upon request at any time during the contract.

4.1.5. With their bid, the Contractor should supply their website address (and any necessary user name/password) so that the City can review the Contractor's website functionality, appearance, offerings, products, and ease of use. The

Contractor's web-based ordering system should have the ability to set up parent-child accounts so that:

4.1.5.1. Each division of the animal shelter can have its own account at the "child account" level

4.1.5.2. All account activity can be monitored by the City's contract manager at the "parent account" level

4.2. Inventory Management System

The Contractor shall offer the City a fully-automated inventory management system to manage ASO inventory. This system should provide, at a minimum, the following:

4.2.1. The ability to create barcodes for each item maintained in inventory.

4.2.2. Hand-held barcode readers that can scan the item barcodes and also accept data-input of current stocking levels.

4.2.3. The ability to generate an order for re-stocking based on AAC established minimum/maximum inventory levels for each individual item.

5.0 PRODUCT ORDERING AND SHIPMENT

5.1. AAC staff shall have the ability to order directly from the online catalog or through Contractor's customer service ordering phone number if AAC staff wishes to speak with a representative during normal business hours.

5.2. Packing/Packaging - Packaging for shipment shall be in accordance with the manufacturer's standard practice and in a manner readily accepted by common carriers engaged in interstate commerce. Within the shipping carton, units shall be packed in a manner designed to minimize damage during shipment due to rough or improper handling.

5.3. Contractor shall not accept any orders that do not have a City of Austin delivery order number at the time the order is placed.

6.0 PRODUCT STOCKING

6.1. Product Shelf Life

Pharmaceuticals and tests shall have at least a 6-month shelf life from the date the product is shipped to AAC.

6.2. Out-of-Stock Items and Items on Manufacturer Backorder

Contractor shall notify AAC by phone, email or online within 24 hours if Contractor is out of stock on any item or if the manufacturer has the item on backorder.

AAC shall have the ability to secure items from other manufacturers/distributors when not available from the Contractor within the standard ordering timeframe.

6.3. Substitution of Items

Substitution of catalog items is not allowed without prior authorization from AAC. Substitution, if approved by AAC, shall be billed at or below the contract price.

7.0 OUTDATED PHARMACEUTICALS AND RETURNS

The AAC shall have the right to return to the Contractor any product nearing its expiration date and receive a replacement item of the same product according to manufacturers' policy, less re-stocking fees as applicable. Copies of the manufacturers' policies shall be provided upon request.

8.0 UTILIZATION REPORTS

Upon request, Contractor(s) shall provide AAC with quarterly and as requested reports indicating the following information:

Orders: Item description, quantity, cost, date of order

Returns: Item description, quantity, amount of credit, date of return

Note: Dates ranges would be the just finished quarter, as needed requested reports would be customized.

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: IFB MHJ0207 **Addendum No: 1** **Date of Addendum: March 20, 2017**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Questions:**

Q: What type of operating system or PIMS is used by the Animal Center today?

A: HLP – Chameleon

Q: In what system is the Animal Center inventory currently stored? Does the Animal Center extensively use the system? Are they currently using the system to generate and fulfill POs?

A: Currently, inventory is tracked manually. The Animal Center utilizes the City of Austin financial system to generate PO's.

Q: Does the Animal Center currently use a bar coding system in the interface today or are they trying to upgrade?

A: Currently, no, but the Animal Center is in the process of exploring a new shelter database package which could include a bar coding system.

Q: Does the Animal Center currently order electronically with bid holder/vendor through the barcode setup from their computer software or is the Animal Center ordering electronically through the vendor website?

A: Current orders are made through the vendor website.

Q: If the Animal Center is using a custom system (common for cities and universities) do they have an API or ability to get us data from their system?

A: Not currently, but the Animal Center would like this feature in a possible new shelter database.

Q: Are the bid sheet line items set up individually?

A: Yes, please bid as each or one dose each.

Q: Is pricing guaranteed for 12 months with no exceptions?

A: Yes, pricing must be guaranteed for 12 months, there are no exceptions for the first 12 months.

Q: Can exceptions be made to the solicitation terms and conditions?

A: Yes, contractors can bid on items and note deviations or exceptions to the terms, but this may disqualify bids if the proposal does not meet all of the items required on the bid sheet or in the scope of work.

Q: Can equivalents be bid?

A: Yes, equivalent items may be bid but will be ultimately be approved by the Animal Center. If equivalents are bid, the Animal Center may require samples at no cost for evaluation.

II. **Extension:** The proposal due date is hereby extended until **Thursday, March 30, 2017 at 2:00 PM**.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 03-20-2017

Marty James, Procurement Specialist II
Purchasing Office, 512-974-3164

Date

ACKNOWLEDGED BY:

Danielle Armstrong
Name

_____
Authorized Signature

3-22-17
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-181704

Date Filed:
03/22/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Patterson Veterinary
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin Animal Services Department- Austin Animal Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB MHJ0207
Veterinary Pharmaceuticals and Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

KIMBERLY JOHNSON
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-04-19

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said DANIELLE ARMSTRONG, this the 23 day of MARCH, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Kimberly Johnson	KIMBERLY JOHNSON	NOTARY PUBLIC

Putney's Tiletamine-Zolazepam (tiletamine HCl and zolazepam HCl) is a generic of Telazol® available at a more affordable price.

- FDA-approved for the same indications as Telazol.
- Therapeutically equivalent to Telazol.
- Has the same efficacy and safety profile as the brand.
- Manufactured in an FDA-inspected facility using current Good Manufacturing Practices (cGMP).
- Backed by Putney's veterinary support and customer service teams.
- Available as a 100 mg/mL solution in 5 mL vials, the same strength and vial size as the brand.

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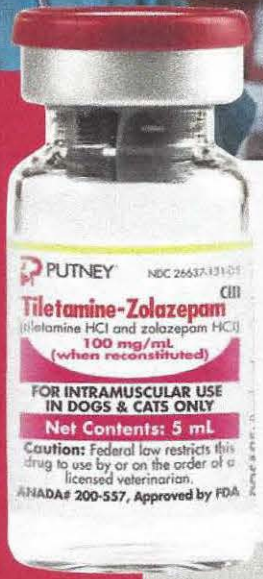

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Important Safety Information: Federal law restricts this drug to use by or on the order of a licensed veterinarian. Tiletamine-Zolazepam should not be used in dogs and cats with pancreatic disease, renal pathology or impairment of renal function, or severe cardiac or pulmonary dysfunction. Do not use at any stage of pregnancy or for Caesarean section. Do not use phenothiazine-derivative drugs concomitantly with Tiletamine-Zolazepam as the combination produces respiratory and myocardial depression, hypotension, and hypothermia. Pulmonary edema has been reported in cats. Respiratory depression may occur following administration of high doses of Tiletamine-Zolazepam. Copious salivation may occur during Tiletamine-Zolazepam anesthesia and may be controlled by giving atropine sulfate, USP as a concurrent medication. Vomiting upon emergence, involuntary muscle twitching and cardiac arrest have occasionally been reported with Tiletamine-Zolazepam. Please see package insert for complete indications, side effects, contraindications and other important product information.

PUTNEY®

Tiletamine-Zolazepam (tiletamine HCl and zolazepam HCl) CIII

For Intramuscular Use in Dogs and Cats Only

ANADA# 200-557, Approved by FDA

CAUTION

Federal law restricts this drug to use by or on the order of a licensed veterinarian.

DESCRIPTION

Tiletamine-Zolazepam (tiletamine HCl and zolazepam HCl) is a nonnarcotic, nonbarbiturate, injectable anesthetic agent for dogs and cats. Chemically, Tiletamine-Zolazepam is a combination of equal parts by weight of base of tiletamine hydrochloride (2-[ethylamino]-2- [2-thienyl]-cyclohexanone hydrochloride), an arylaminocycloalkanone dissociative anesthetic, and zolazepam hydrochloride (4-[o-fluorophenyl]-6,8-dihydro-1,3,8- trimethylpyrazolo [3, 4-e] [1,4] diazepin-7[1H]- 1-hydrochloride), a non- phenothiazine diazepinone having minor tranquilizing properties. The product is supplied sterile in vials. The addition of 5 mL diluent produces a solution containing the equivalent of 50 mg tiletamine base, 50 mg zolazepam base and 57.7 mg mannitol per milliliter. This solution has a pH of 2 to 3.5 and is recommended for deep intramuscular injection.

ACTIONS

Tiletamine-Zolazepam is a rapid-acting anesthetic combination of tiletamine hydrochloride and zolazepam hydrochloride. Tiletamine hydrochloride is a dissociative anesthetic agent whose pharmacologic action is characterized by profound analgesia, normal pharyngeal-laryngeal reflexes and cataleptoid anesthesia. The anesthetic state produced does not fit into the conventional classification of stages of anesthesia, but instead Tiletamine-Zolazepam produces a state of unconsciousness which has been termed "dissociative" anesthesia in that it appears to selectively interrupt association pathways to the brain before producing somesthetic sensory blockade.

Cranial nerve and spinal reflexes remain active; however, these reflexes must not be confused with inadequate anesthesia. Analgesia results from apparent selective interruption of sensory inputs to the brain and usually persists after the anesthetic effect has subsided.

Protective reflexes, such as coughing and swallowing, are maintained under tiletamine anesthesia. Other reflexes, e.g., corneal, pedal, are maintained during tiletamine anesthesia, and should not be used as criteria for judging depth of anesthesia. The eyes normally remain open with the pupil dilated. It is suggested that a bland ophthalmic ointment be applied to the cornea if anesthesia is to be prolonged.

Used alone, tiletamine hydrochloride does not provide adequate muscle relaxation for abdominal surgical procedures. When combined with zolazepam hydrochloride, good muscle relaxation is generally attained during the phase of deep surgical anesthesia.

Following a single, deep intramuscular injection of Tiletamine-Zolazepam in cats and dogs, onset of anesthetic effect usually occurs within 5 to 12 minutes. Muscle relaxation is optimum for approximately the first 20 to 25 minutes after Tiletamine-Zolazepam is administered, and then diminishes. Recovery varies with the age and physical condition of the animal and the dose of Tiletamine-Zolazepam administered, but usually requires several hours. Recovery is extended with multiple injections, particularly in cats.

Repeated doses increase the duration of the effect of Tiletamine-Zolazepam but may not further diminish muscle tone. The quality of anesthesia with repeated doses varies because the ratio of the two components within the animal's body changes with each injection. This is due to the difference in the rates of metabolism and elimination of the two components. The quality of anesthesia will be improved and more predictable if the entire dose is given as a single injection rather than in several doses. The best method of evaluating the depth of Tiletamine-Zolazepam anesthesia is to monitor the patient for deliberate conscious response to nociceptive stimuli.

Copious salivation may occur during Tiletamine-Zolazepam anesthesia. Ptyalism may be controlled in dogs and cats by giving atropine sulfate, USP, 0.02 mg/lb (0.04 mg/kg) body weight, as concurrent medication. Exaggerated swallowing, reflex action and accumulation of saliva may give rise to vomiting and retching.

Tiletamine-Zolazepam has a wider margin of safety in cats than in dogs. Dogs have survived repeated dosage regimens of 13.6 mg/lb (30 mg/kg) (maximum safe dose) for eight successive days. This is approximately two times the maximum recommended therapeutic dose. Cats have survived dosage regimens of up to 32.7 mg/lb (72 mg/kg) (maximum safe dose) on alternate days for seven episodes. This is 4.6 times the maximum recommended therapeutic dose for cats. However, these reports should not obviate prudent anesthetic practices. Some degree of tolerance has been reported. This tolerance appears to be species-variable.

Cats: In cats, the duration of effect of zolazepam exceeds that of tiletamine so that as the animal recovers there is a greater degree of tranquilization than anesthetization. There is a slight lowering of blood pressure during the first hour after injection. Heart rate and electrocardiogram readings are unaffected by Tiletamine-Zolazepam (tiletamine HCl and zolazepam HCl). Arterial pO_2 levels are decreased three minutes after injection but usually return to normal within 15 to 35 minutes.

Dogs: In dogs, the duration of effect of tiletamine exceeds that of zolazepam so there is a lesser degree of tranquilization than anesthetization in this species. The total effect of Tiletamine-Zolazepam in dogs is of shorter duration than in cats.

Following administration of Tiletamine-Zolazepam in dogs, a marked, persistent tachycardia occurs within two minutes following either 4.5 or 9 mg/lb (10 or 20 mg/kg) Tiletamine-Zolazepam intramuscularly. Stroke volume decreases proportionately to the increased rate at the 4.5 mg/lb (10 mg/kg) dose, with little change in net cardiac output. There is an initial increase in systolic blood pressure, with a slight drop in pressure within five minutes. The systolic blood pressure remains at this decreased level throughout the duration of the anesthetic effect. Diastolic pressure increases throughout this same period. Following a 9 mg/lb (20 mg/kg) dose of Tiletamine-Zolazepam in dogs, the relationship between stroke volume and heart rate is disproportionate, with a resultant substantial decrease in cardiac output. Contractility and mean blood pressure are decreased, indicating direct myocardial depression. Ventricular function is adequate. During surgical manipulations, tachycardia and hypertension may be observed, and may be brought on by sympathetic reaction to painful stimuli. Epinephrine is markedly less arrhythmogenic in animals under Tiletamine-Zolazepam anesthesia than in those under halothane anesthesia.

During Tiletamine-Zolazepam anesthesia, the assurance of a patent airway is greatly enhanced by virtue of maintaining pharyngeal-laryngeal reflexes. During the first 15 minutes after intramuscular administration of 9 mg/lb (20 mg/kg) of Tiletamine-Zolazepam, the respiratory rate is doubled while the tidal volume is decreased to less than one-half of control values. Arterial pO_2 levels also decrease. This may be evidenced by hypoxemia and cyanosis. The pulmonary function usually returns to normal within 35 minutes after the administration of Tiletamine-Zolazepam.

INDICATIONS

Tiletamine-Zolazepam is indicated in cats for restraint or for anesthesia combined with muscle relaxation and in dogs for restraint and minor procedures of short duration (30 min. avg.) requiring mild to moderate analgesia. Minor surgery is considered to be laceration repair, draining of abscesses, castrations and other procedures requiring mild to moderate analgesia. (See Dogs under ADMINISTRATION AND DOSAGE)

CONTRAINDICATIONS

The use of Tiletamine-Zolazepam is contraindicated in dogs and cats with pancreatic disease. Tiletamine-Zolazepam is excreted predominately by the kidneys. Preexistent renal pathology or impairment of renal function may be expected to result in prolonged duration of anesthesia. Tiletamine-Zolazepam should not be used in dogs and cats with severe cardiac or pulmonary dysfunction. Because the teratogenic potential of Tiletamine-Zolazepam is unknown, it should not be used in pregnant bitches or queens at any stage of pregnancy. Also, a study has shown that tiletamine HCl and zolazepam HCl crosses the placental barrier and produces respiratory depression in the newborn; therefore, its use for Cesarean section is contraindicated.

WARNINGS

FOR USE IN DOGS AND CATS ONLY. The principal route of excretion of both components in the cat is the urine; therefore, Tiletamine-Zolazepam is not recommended for use in cats suffering from renal insufficiency.

Balance studies in dogs indicated extensive biotransformation of both components with less than 4% of the dose excreted unchanged in the urine.

The safety of the use of Tiletamine-Zolazepam (tiletamine HCl and zolazepam HCl) in pregnant animals or on reproduction has not been established. Tiletamine HCl and zolazepam HCl crosses the placental barrier and causes respiratory depression in the neonate. Phenothiazine-derivative drugs should not be used with Tiletamine-Zolazepam because the combination produces respiratory and myocardial depression, hypotension and hypothermia. Pulmonary edema has been reported to occur in cats with the use of Tiletamine-Zolazepam. Signs and symptoms include dyspnea, lethargy, anorexia and abnormal behavior. Deaths have been reported occasionally in severely affected individuals. Cats should be observed closely for any signs and symptoms which may suggest pulmonary edema so that appropriate therapy may be instituted.

PRECAUTIONS

The dosage of Tiletamine-Zolazepam should be reduced in geriatric dogs and cats, in animals in debilitated condition and in animals with impairment of renal function. Death has occurred in both cats and dogs following tiletamine HCl and zolazepam HCl administration. Preexisting pulmonary disease, renal disease (See CONTRAINDICATIONS and WARNINGS) and shock were causally implicated at necropsy; however, death was drug attributable in at least one dog (of 1072) and one cat (of 1095). Cats and smaller dogs with small body masses in relation to large body surfaces should be protected from heat loss during Tiletamine-Zolazepam anesthesia. Body temperature should be monitored, and supplemental heat may be required to control hypothermia. As with other anesthetics, it is prudent to provide for hemostasis during any surgical procedure.

During Tiletamine-Zolazepam anesthesia, athetoid movement may occur. This athetosis should not be mistaken for lack of anesthesia nor is it indicative of lack of analgesia. Do not give additional anesthesia in an attempt to abolish the athetoid movement. Efforts to eliminate athetoid movement with additional doses of Tiletamine-Zolazepam can result in anesthetic overdosage. Tiletamine-Zolazepam does not abolish laryngeal, pharyngeal, pinnal, palpebral and pedal reflexes, and may not be adequate as the sole anesthetic for surgical procedures in these areas.

Endotracheal tubes are not well tolerated in connection with Tiletamine-Zolazepam anesthesia in the cat and their use may result in impaired respiration. After removal of the tube, normal respiration should resume.

The stimulation of surgical procedures aids in maintaining adequate ventilation. The anesthetized patient must be monitored throughout the procedure, and if cardiopulmonary problems do occur, measures must be taken to assure that alveolar ventilation and cardiovascular functions are maintained.

The eyes normally remain open with the pupils dilated. The use of a bland ophthalmic ointment is advisable to protect the corneas from desiccation. A study has indicated that the concurrent use of chloramphenicol will prolong the duration of anesthesia in cats.

Atropine (0.02 mg/lb) (0.04 mg/kg) should be used to control ptyalism.

ADVERSE REACTIONS

Respiratory depression may occur following administration of high doses of Tiletamine-Zolazepam. If at any time respiration becomes excessively depressed and the animal becomes cyanotic, resuscitative measures should be instituted promptly. Adequate pulmonary ventilation using either oxygen or room air is recommended as a resuscitative measure.

Adverse reactions reported have included emesis during emergence, excessive salivation, transient apnea, vocalization, erratic recovery and prolonged recovery, excessive tracheal and bronchial secretions when atropine sulfate, USP, was not given before anesthesia, involuntary muscular twitching, hypertonicity, cyanosis, cardiac arrest, pulmonary edema and muscle rigidity during surgical procedures. Central nervous system stimulation and convulsions have also been reported. Tachycardia frequently occurs, particularly in the dog. This rise in heart rate usually lasts about 30 minutes. Either hypertension or hypotension may also occur. Insufficient anesthesia has been reported in dogs.

Death has been reported in dogs and cats following tiletamine HCl and zolazepam HCl administration.

ADMINISTRATION AND DOSAGE

Tiletamine-Zolazepam is well tolerated by dogs and cats and should be administered by deep intramuscular injection in prescribed doses. At high doses, recovery is usually prolonged.

There may be pain on injection. This is especially prevalent in cats.

Fasting prior to induction of general anesthesia with Tiletamine-Zolazepam (tiletamine HCl and zolazepam HCl) is not essential; however, when preparing for elective surgery, it is advisable to withhold food for at least 12 hours prior to Tiletamine-Zolazepam administration.

As with other injectable anesthetic agents, the individual response to Tiletamine-Zolazepam is somewhat varied, depending upon the dose, general physical condition and age of the patient and duration of the surgical procedure. Therefore, recommendations for dosage regimens cannot be fixed absolutely. Specific dosage requirements must be determined by evaluation of the health status and condition of the patient and of the procedure to be performed.

If adequate anesthesia is not produced by the recommended dosage regimen, supplemental anesthesia or another agent is indicated. This includes the use of barbiturates and volatile anesthetics. When used concurrently with Tiletamine-Zolazepam the dosage of these agents should be reduced.

Atropine sulfate, USP, 0.02 mg/lb (0.04 mg/kg), should be used as concurrent medication to control ptyalism.

Dogs: In healthy dogs, an initial intramuscular dosage of 3 to 4.5 mg/lb (6.6 to 9.9 mg/kg) Tiletamine-Zolazepam is recommended for diagnostic purposes; 4.5 to 6 mg/lb (9.9 to 13.2 mg/kg) for minor procedures of short duration, such as treatment of lacerations and wounds, castrations and other procedures requiring mild to moderate analgesia. When supplemental doses of Tiletamine-Zolazepam are required, such individual supplemental doses should be less than the initial dose, and the total dose given (initial dose plus supplemental dose or doses) should not exceed 12 mg/lb (26.4 mg/kg). The maximum safe dose is 13.6 mg/lb (29.92 mg/kg). (See ACTIONS). Results from Tiletamine-Zolazepam anesthesia in dogs will be more satisfactory if the procedures are completed within one hour and if the procedures can be completed following single dose administration. In order to maintain at least a 2X margin of safety in dogs, the use of this product is limited to procedures that call for low doses (See INDICATIONS). Studies show that there is variation in response to different dosages of tiletamine HCl and zolazepam HCl and that low doses do not give adequate levels of anesthesia, and in some instances do not give adequate analgesia, for extensive procedures.

Cats: In healthy cats, an initial Tiletamine-Zolazepam dosage of 4.4 to 5.4 mg/lb (9.7 to 11.9 mg/kg) is recommended for such procedures as dentistry, treatment of abscesses, foreign body removal and related types of surgery; 4.8 to 5.7 mg/lb (10.6 to 12.5 mg/kg) for minor procedures requiring mild to moderate analgesia, such as repair of lacerations, castrations and other procedures of short duration. Initial dosages of 6.5 to 7.2 mg/lb (14.3 to 15.8 mg/kg) are recommended for ovario-hysterectomy and onychectomy. When supplemental doses of Tiletamine-Zolazepam are required, such individual supplemental doses should be given in increments that are less than the initial dose, and the total dose given (initial dose plus supplemental doses) should not exceed the maximum allowable safe dose of 32.7 mg/lb (72 mg/kg). (See ACTIONS)

PREPARATION OF SOLUTION

To each vial add 5 mL sterile water for injection, USP. Slight agitation will facilitate complete reconstitution. The resultant solution will contain 100 mg active ingredient per one milliliter.

Discard unused solution after 4 days when stored at room temperature or after 14 days when kept refrigerated. Only clear solutions should be administered.

HOW SUPPLIED

Tiletamine-Zolazepam (tiletamine HCl and zolazepam HCl) is available in individual vials of 5 mL solution when reconstituted. The addition of 5 mL diluent produces a solution containing the equivalent of 50 mg tiletamine base, 50 mg zolazepam base and 57.7 mg mannitol per milliliter.

NDC 26637-131-05: 5 mL vial – 100 mg/mL (when reconstituted).

Store at controlled room temperature, 68-77°F (20-25°C).

Manufactured for:
Putney, Inc.
Portland, ME 04101 USA
1-866-683-0660

PUTNEY

Rev. February 2015

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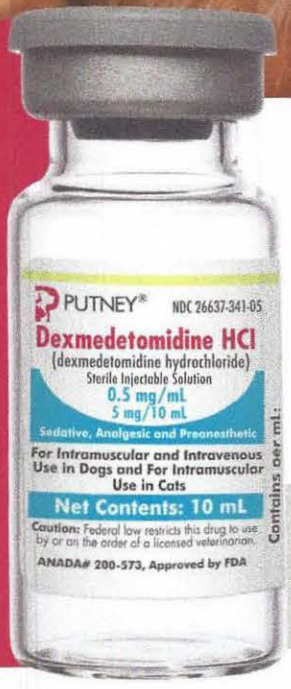

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Important Safety Information: Do not use Dexmedetomidine HCl in dogs or cats with cardiovascular disease, respiratory disorders, liver or kidney diseases, or in conditions of shock, severe debilitation, or stress due to extreme heat, cold or fatigue. As with all alpha2-adrenoceptor agonists, the potential for isolated cases of hypersensitivity, including excitation exists. The following adverse reactions have been reported: death, cardiac arrest, bradycardia, apnea, vomiting, may occur with use. The use of dexmedetomidine hydrochloride as a preanesthetic in dogs and cats significantly reduces the amount of induction and maintenance anesthetic requirements. In cats, severe dyspnea and respiratory crackles diagnosed as acute pulmonary edema could develop. Refer to package insert for additional safety information.

PUTNEY®

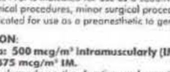
Dexmedetomidine HCl
(dexmedetomidine hydrochloride)
Sterile Injectable Solution-0.5 mg/mL

For Intramuscular and Intravenous Use in Dogs and For Intramuscular Use in Cats

Sedative, Analgesic, Preanesthetic

CAUTION: Federal law restricts this drug to use by or on the order of a licensed veterinarian

DESCRIPTION: Dexmedetomidine HCl (dexmedetomidine hydrochloride) is a synthetic alpha$_2$-adrenoreceptor agonist with sedative and analgesic properties. The chemical name is (+)-4-[1-(2,3-dimethylphenyl) ethyl]-1H-imidazole monohydrochloride. It is a white, or almost white, crystalline, water soluble substance having a molecular weight of 236.7. The molecular formula is $C_{13}H_{16}N_2$ •HCl and the structural formula is:



Each mL of Dexmedetomidine HCl contains 0.5 mg dexmedetomidine hydrochloride, 1.6 mg methylparaben (NF), 0.2 mg propylparaben (NF), 9.0 mg sodium chloride (USP), and water for injection (USP), q.s.

INDICATIONS: Dexmedetomidine HCl is indicated for use as a sedative and analgesic in dogs and cats to facilitate clinical examinations, clinical procedures, minor surgical procedures, and minor dental procedures. Dexmedetomidine HCl is also indicated for use as a preanesthetic to general anesthesia in dogs and cats.

DOSAGE AND ADMINISTRATION:

Dogs: Sedation and Analgesia: 500 mcg/m² intramuscularly (IM) or 375 mcg/m² intravenously (IV). Preanesthesia: 125 or 375 mcg/m² IM.

The choice of preanesthetic dose depends on the duration and severity of the procedure, as well as the anesthetic regime. The following two tables may be used to determine the correct dexmedetomidine hydrochloride dosage. **Note that the mcg/kg dosage decreases as body weight increases.** For example, dogs weighing 2 kg are dosed at 28.1 mcg/kg dexmedetomidine hydrochloride IV, compared to dogs weighing 80 kg that are dosed at 8.7 mcg/kg. Due to the small volume of administration, accurate dosing is not possible in dogs weighing less than 2 kg (4.4 lb).

Table 1: CANINE SEDATION/ANALGESIA DOSE TABLE: Intravenous (IV) and intramuscular (IM) dosing on the basis of body weight

Dexmedetomidine HCl 0.5 mg/mL					
Sedation/analgesia in dogs					
Dog Weight		Dexmedetomidine hydrochloride 375 mcg/m² IV		Dexmedetomidine hydrochloride 500 mcg/m² IM	
lbs	kg	mcg/kg	mL	mcg/kg	mL
4.4-7	2-3	28.1	0.12	40	0.15
7.1-9	3.1-4	25	0.15	35	0.2
9.1-11	4.1-5	23	0.2	30	0.3
11.1-22	5.1-10	19.6	0.29	25	0.4
22.1-29	10.1-13	16.8	0.38	23	0.5
29.1-33	13.1-15	15.7	0.44	21	0.6
33.1-44	15.1-20	14.6	0.51	20	0.7
44.1-55	20.1-25	13.4	0.6	18	0.8
55.1-66	25.1-30	12.6	0.69	17	0.9
66.1-73	30.1-33	12	0.75	16	1
73.1-81	33.1-37	11.6	0.81	15	1.1
81.1-99	37.1-45	11	0.9	14.5	1.2
99.1-110	45.1-50	10.5	0.99	14	1.3
110.1-121	50.1-55	10.1	1.06	13.5	1.4
121.1-132	55.1-60	9.8	1.13	13	1.5
132.1-143	60.1-65	9.5	1.19	12.8	1.6
143.1-154	65.1-70	9.3	1.26	12.5	1.7
154.1-176	70.1-80	9	1.35	12.3	1.8
>176	>80	8.7	1.42	12	1.9

Table 2: CANINE PREANESTHESIA DOSE TABLE: Intramuscular (IM) dosing on the basis of body weight

Dexmedetomidine HCl 0.5 mg/mL					
Preanesthesia in dogs					
Dog Weight		Dexmedetomidine hydrochloride 125 mcg/m² IM		Dexmedetomidine hydrochloride 375 mcg/m² IM	
lbs	kg	mcg/kg	mL	mcg/kg	mL
4.4-7	2-3	9.4	0.04	28.1	0.12
7.1-9	3.1-4	8.3	0.05	25	0.15
9.1-11	4.1-5	7.7	0.07	23	0.2
11.1-22	5.1-10	6.5	0.1	19.6	0.29
22.1-29	10.1-13	5.6	0.13	16.8	0.38
29.1-33	13.1-15	5.2	0.15	15.7	0.44
33.1-44	15.1-20	4.9	0.17	14.6	0.51
44.1-55	20.1-25	4.5	0.2	13.4	0.6
55.1-66	25.1-30	4.2	0.23	12.6	0.69
66.1-73	30.1-33	4	0.25	12	0.75
73.1-81	33.1-37	3.9	0.27	11.6	0.81
81.1-99	37.1-45	3.7	0.3	11	0.9
99.1-110	45.1-50	3.5	0.33	10.5	0.99
110.1-121	50.1-55	3.4	0.35	10.1	1.06
121.1-132	55.1-60	3.3	0.38	9.8	1.13
132.1-143	60.1-65	3.2	0.4	9.5	1.19
143.1-154	65.1-70	3.1	0.42	9.3	1.26
154.1-176	70.1-80	3	0.45	9	1.35
>176	>80	2.9	0.47	8.7	1.42

The use of dexmedetomidine hydrochloride as a preanesthetic markedly reduces anesthetic requirements in dogs. Injectable induction drug requirements for intubation will be reduced between 30% and 60%, depending on the choice of anesthetic and the dexmedetomidine hydrochloride preanesthetic dose. The concentration of inhalation maintenance anesthetic will be reduced between 40% and 60%, depending on the dose of dexmedetomidine hydrochloride. The anesthetic dose should always be titrated against the response of the patient. The choice of anesthetic is left to the discretion of the veterinarian.

Cats: Sedation, Analgesia and Preanesthesia: 40 mcg/kg intramuscularly (IM).

This dose can also be used as a preanesthetic and has been shown to **markedly reduce anesthetic requirements in cats.** Injectable anesthetic drug requirements for intubation were reduced up to 49%, depending on the choice of induction drug. The concentration of inhalation maintenance anesthetic was reduced between 35% and 44%, depending on the choice of induction drug. The anesthetic dose should always be titrated against the response of the patient.

The following table may be used to determine the correct dexmedetomidine hydrochloride dosage for cats based on body weight.

Table 3: FELINE DOSE TABLE: Intramuscular (IM) dosing on the basis of body weight in cats

Dexmedetomidine HCl 0.5 mg/mL			
Sedation/analgesia and preanesthesia in cats			
Cat Weight		Dexmedetomidine hydrochloride 40 mcg/kg IM	
lbs	kg	mcg/kg	mL
2-4	1-2	40	0.1
4.1-7	2.1-3	40	0.2
7.1-9	3.1-4	40	0.3
9.1-13	4.1-6	40	0.4
13.1-15	6.1-7	40	0.5
15.1-18	7.1-8	40	0.6
18.1-22	8.1-10	40	0.7

It is recommended that dogs and cats be fasted for 12 hours before treatment with Dexmedetomidine HCl. An eye lubricant should be applied to cats to prevent corneal desiccation that may result from a reduction in the blink reflex. Following injection of Dexmedetomidine HCl, the animal should be allowed to rest quietly for 15 minutes; sedation and analgesia occur within 5 to 15 minutes, with peak effects at 30 minutes after dexmedetomidine hydrochloride.

CONTRAINDICATIONS: Do not use Dexmedetomidine HCl in dogs or cats with cardiovascular disease, respiratory disorders, liver or kidney diseases, or in conditions of shock, severe debilitation, or stress due to extreme heat, cold or fatigue.

As with all alpha$_2$-adrenoceptor agonists, the potential for isolated cases of hypersensitivity, including paradoxical response (excitation), exists.

WARNINGS:

Human safety: Not for human use. Keep out of reach of children.

Dexmedetomidine hydrochloride can be absorbed following direct exposure to skin, eyes, or mouth, and may cause irritation. In case of accidental eye exposure, flush with water for 15 minutes. In case of accidental skin exposure, wash with soap and water. Remove contaminated clothing.

Appropriate precautions should be taken while handling and using filled syringes. Accidental topical (including ocular) exposure, oral exposure, or exposure by injection could cause adverse reactions, including sedation, hypotension, and bradycardia. Seek medical attention immediately.

Users with cardiovascular disease (for example, hypertension or ischemic heart disease) should take special precautions to avoid any exposure to this product.

Caution should be exercised when handling sedated animals. Handling or any other sudden stimuli, including noise, may cause a defense reaction in an animal that appears to be heavily sedated.

The material safety data sheet (MSDS) contains more detailed occupational safety information. To report adverse reactions in users or to obtain a copy of the MSDS for this product call 1-866-683-0660.

Note to physician: This product contains an alpha$_2$-adrenergic agonist.

Animal safety: Dexmedetomidine hydrochloride should not be administered in the presence of preexisting hypotension, hypoxia, or bradycardia. Due to the pronounced cardiovascular effects of dexmedetomidine hydrochloride, only clinically healthy dogs and cats (ASA classes I and II) should be treated. Animals should be frequently monitored for cardiovascular function and body temperature during sedation or anesthesia. Dexmedetomidine hydrochloride sedation is not recommended for cats with respiratory disease.

The use of dexmedetomidine hydrochloride as a preanesthetic in dogs and cats significantly reduces the amount of induction and maintenance anesthetic requirements. Careful patient monitoring during anesthetic induction and maintenance is necessary to avoid anesthetic overdose.

PRECAUTIONS: Apnea may occur with dexmedetomidine hydrochloride use. In the event of apnea, additional oxygen should be supplied. Administration of atipamezole to dogs is warranted when apnea is accompanied by bradycardia and cyanotic mucous membranes.

Adverse reaction reports for dexmedetomidine hydrochloride in cats include rare events of severe dyspnea and respiratory crackles diagnosed as acute pulmonary edema. Dyspnea due to the delayed onset of pulmonary edema could develop in rare instances up to three days after dexmedetomidine hydrochloride administration. Some of these acute and delayed pulmonary edema cases have resulted in death although this was not observed in the feline clinical field studies with dexmedetomidine hydrochloride.

In dogs, intramuscular atipamezole may be routinely used to rapidly reverse the effects of dexmedetomidine hydrochloride. Since analgesic as well as sedative effects will be reversed, pain management may need to be addressed.

In cats, atipamezole has not been evaluated as a routine dexmedetomidine hydrochloride reversal agent. In cats, cases of dyspnea following atipamezole administration have been reported.

Dexmedetomidine hydrochloride has not been evaluated in the presence of other preanesthetics in cats. Although not observed in the feline field studies, death has been reported in cats receiving dexmedetomidine hydrochloride in conjunction with ketamine and butorphanol.

Analgesia resulting from preanesthetic dexmedetomidine hydrochloride may not provide adequate pain control during the postoperative or postprocedural period. Additional pain management should be addressed as needed.

Following administration of dexmedetomidine hydrochloride, a decrease in body temperature is likely to occur unless externally maintained. Once established, hypothermia may persist longer than sedation and analgesia. To prevent hypothermia, treated animals should be kept warm and at a constant temperature during the procedure, and until full recovery.

Nervous or excited animals with high levels of endogenous catecholamines may exhibit a reduced pharmacological response to alpha$_2$-adrenoceptor agonists like dexmedetomidine hydrochloride (ineffectiveness). In agitated animals, the onset of sedative/analgesic effects could be slowed, or the depth and duration of effects could be diminished or nonexistent. Therefore, allow dogs and cats to rest quietly for 10 to 15 minutes after injection. Repeat dosing has not been evaluated.

Administration of anticholinergic agents in dogs or cats at the same time or after dexmedetomidine hydrochloride could lead to adverse cardiovascular effects (secondary tachycardia, prolonged hypertension, and cardiac arrhythmias[1,2,3]). However, an anticholinergic drug may be administered to dogs at least 10 minutes before dexmedetomidine hydrochloride for the prevention of the dexmedetomidine hydrochloride-induced reduction in heart rate. Therefore, the routine use of anticholinergics simultaneously with, or after dexmedetomidine hydrochloride in dogs or cats, is not recommended (see ANIMAL SAFETY).

Spontaneous muscle contractions (twitching) can be expected in some dogs sedated with dexmedetomidine hydrochloride. Dexmedetomidine hydrochloride has been evaluated only in fasted dogs; therefore, its effects on fed dogs (for example, the occurrence of vomiting) have not been characterized. In cats, there is a high frequency of vomition whether fed or fasted; therefore, fasting is recommended to reduce stomach contents.

Dexmedetomidine hydrochloride has not been evaluated in dogs younger than 16 weeks of age, in cats younger than 12 weeks of age, or in geriatric dogs and cats.

Dexmedetomidine hydrochloride has not been evaluated for use in breeding, pregnant, or lactating dogs or cats.

ADVERSE REACTIONS:

Canine sedation/analgesia field study: In the field study safety analysis, 106 dogs received dexmedetomidine hydrochloride and 107 received medetomidine. Dogs ranged from 16 weeks to 16 years of age, representing 49 breeds. Table 4 shows the number of dogs displaying each clinical observation (some dogs experienced more than one adverse reaction).

The occurrence of ausculted unidentified arrhythmias (some at multiple time points) decreased following the administration of atipamezole.

Canine preanesthesia field study: The preanesthesia field study safety analysis included 192 dogs, between 5 months and 15 years of age, representing 43 breeds enrolled for elective procedures conducted under general anesthesia. Table 5 shows the number of dogs within a treatment group that showed each clinical sign (dogs may have experienced more than one adverse reaction).

Other clinical signs observed in dogs treated with dexmedetomidine hydrochloride include decreased respiratory rate and hypothermia.

Feline sedation/analgesia field study: The field study safety analysis included 242 cats (122 received dexmedetomidine hydrochloride; 120 received xylazine), 6 months to 17 years of age, and representing 19 breeds. Table 6 shows the number of cats reported with an adverse reaction (cats may have experienced more than one adverse reaction).

The most frequently observed adverse reaction was vomiting in both fasted and fed cats. Other infrequent clinical signs observed in cats treated with dexmedetomidine hydrochloride included fatigue, anorexia, cystitis, and peripheral vascular disorder.

One incidence of dyspnea was reported, 43 minutes after dexmedetomidine hydrochloride administration during an oral examination/dental procedure. Prior to dexmedetomidine hydrochloride, the cat was free of clinical signs, but had a history of asthma and respiratory infection. The cat responded successfully to treatment.

Feline preanesthesia field study: The field study safety analysis included 184 cats (116 received dexmedetomidine hydrochloride; 68 received saline), 12 weeks to 16 years of age, and representing 11 breeds. Table 7 shows the number of cats reported with an adverse reaction (cats may have experienced more than one adverse reaction).

One case of apnea was reported in a cat that received ketamine as the induction agent. This cat required artificial ventilation from the start of the procedure until 30 minutes into recovery when the cat began to breathe on its own. The cat recovered without further problems.

Table 4: Adverse reactions during the canine sedation/analgesia field study

	Dexmedetomidine hydrochloride Total n=106	Medetomidine Total n=107
Ausculted unidentified arrhythmias	19	20
Severe bradycardia requiring treatment	1	1
Apnea requiring treatment	1	0
Slow onset of sedation (exceeding 30 minutes)	1	1
Ineffectiveness (dog standing throughout the study)	3	2
Severe hypothermia requiring treatment	2	0
Prolonged recovery	1	4

Table 5: Adverse reactions during the canine preanesthesia field study

	Treatment Groups					
Induction Anesthetic:	Propofol			Barbiturate		
Preanesthetic Dose:	0 mcg/m² n=32	125 mcg/m² n=32	375 mcg/m² n=32	0 mcg/m² n=32	125 mcg/m² n=32	375 mcg/m² n=32
Emesis	4	7	4	2	3	6
Ventricular premature contractions	0	2	0	4	1	0
Diarrhea	1	0	0	3	1	1
Self trauma	0	2	1	2	1	0
Severe bradycardia	0	0	1	0	0	1
Tachycardia	0	0	0	1	1	0
Urinary incontinence	0	0	0	0	0	1

Table 6: Adverse reactions during the feline field study

	Dexmedetomidine hydrochloride n=122	Xylazine n=120
Vomiting	70	82
Urinary incontinence	6	11
Hypersalivation	4	5
Involuntary defecation	4	1
Hypothermia	2	1
Diarrhea	2	0
Arrhythmia	1	2
Corneal ulcer	1	0
Cyanosis	1	0
Dyspnea	1	0

Table 7: Adverse reactions during the feline preanesthesia field study

Induction Anesthetic	Ketamine		Propofol	
Preanesthetic	Saline n=27	Dexmedetomidine hydrochloride n=64	Saline n=21	Dexmedetomidine hydrochloride n=52
Emesis	1	23	1	12
Pale mucous membranes		11		9
Decreased body temperature		4		
Retching		1	1	2
Heart murmur				2
Loose stool		2		
Corneal injury	1			
Apnea		1		
Behavioral change			1	
Fluid in endotracheal tube			1	

POST APPROVAL EXPERIENCE: The following adverse events were obtained from post-approval adverse drug events reported for dexmedetomidine hydrochloride from 2007-2009. Not all adverse reactions are reported. Some adverse reactions occurred when dexmedetomidine hydrochloride was used alone for sedation; most occurred when dexmedetomidine hydrochloride was used in the presence of anesthetics and/or other preanesthetics.

It is not always possible to reliably estimate the frequency of an adverse event or to establish a causal relationship to the drug, especially when multiple drugs are administered.

The following reported adverse events are listed in decreasing order of frequency:

Dogs: ineffective for sedation, death, bradycardia, cardiac arrest, apnea, convulsions, vomiting, prolonged sedation, elevated temperature, and delayed sedation.

Cats: ineffective for sedation, death, cardiac arrest, vomiting, apnea, prolonged sedation, hypersalivation, hypothermia, bradycardia, cyanotic mucous membranes, sedation too brief, and dyspnea.

INFORMATION FOR OWNERS: Owners should notify their veterinarian immediately if their cat experiences difficulty breathing due to the rare possibility of delayed onset of pulmonary edema which has been associated with administration of alpha$_2$-adrenergic agonists in cats.

CLINICAL PHARMACOLOGY: Dexmedetomidine hydrochloride is a potent non-narcotic alpha$_2$-adrenoceptor agonist which produces sedation and analgesia. These effects are dose dependent in depth and duration. Blood pressure is initially increased due to peripheral vasoconstriction, subsequently dropping to normal or slightly below normal levels. Vasoconstriction may cause mucous membranes to appear pale or mildly cyanotic. This initial vasopressor response is accompanied by a compensatory marked decrease in heart rate mediated by a vagal baroreceptor. The peripheral pulse may feel weak and a transient change in the conductivity of the cardiac muscle may occur, as evidenced by first and second degree atrioventricular blocks. Other arrhythmias may occur. Dexmedetomidine hydrochloride also decreases the respiratory rate and decreases body temperature. The magnitude and duration of the decrease in body temperature is dose dependent. Dexmedetomidine hydrochloride causes depression of gastrointestinal motility due to decrease in smooth muscle activity, increases in blood glucose levels due to inhibition of insulin release, and increases in production of urine. Spontaneous muscle contractions (twitching) can be expected in some dogs sedated with dexmedetomidine hydrochloride. Vomiting in cats has been associated with alpha$_2$-adrenergic agonist central stimulation of the brain[4].

EFFECTIVENESS:

Canine sedation/analgesia field study: Dexmedetomidine hydrochloride was evaluated in a masked, controlled, multi-site field study, using parallel treatment groups. Effectiveness was evaluated in 200 (of 213) healthy client-owned dogs, ranging in age between 16 weeks and 16 years of age, and in size between 4.8 lbs and 141 lbs (2.2 kg and 64 kg). Dogs admitted to veterinary clinics for various procedures requiring sedation and/or analgesia received either dexmedetomidine hydrochloride or medetomidine once, by IV or IM injection. Procedures included dental care, radiography, minor skin tumor removal, and treatment of otitis. Sedation and analgesia occurred within 5 minutes after IV dexmedetomidine hydrochloride, and within 15 minutes after IM dexmedetomidine hydrochloride, with peak effects approximately at 15 or 30 minutes, respectively. Effects waned by approximately two hours after IV administration, and by three hours using the IM route. Dexmedetomidine hydrochloride and medetomidine showed comparable clinical effects.

Cardiac rhythms were evaluated by auscultation. Bradycardia occurred within 5 to 15 minutes after IV dexmedetomidine hydrochloride or medetomidine, and within 15 to 30 minutes after either drug given IM. Sixty-four dexmedetomidine hydrochloride-treated dogs and 50 medetomidine-treated dogs were observed with bradycardia.

Adverse reactions during the field study included ausculted unidentified arrhythmias, apnea, hypothermia, and ineffectiveness (see ADVERSE REACTIONS).

Eleven dogs received concomitant medication during the field study, including amoxicillin, cephalexin, triamcinolone,

methyl-prednisolone acetate, neomycin, nystatin, thiostrepton, acepromazine, atropine, and atipamezole.

The results of this field study demonstrate that dexmedetomidine hydrochloride produces satisfactory levels of sedation and analgesia for clinical examinations and procedures, minor surgical procedures, and minor dental procedures.

Canine preanesthesia field study: The use of dexmedetomidine hydrochloride as a preanesthetic was evaluated in a controlled, multi-site field study, using parallel treatment groups. Effectiveness was evaluated in 192 healthy, client-owned dogs, between 5 months and 15 years of age, weighing 4 to 196 lbs (2 kg to 89 kg). Dogs received IM dexmedetomidine hydrochloride or saline as a preanesthetic to general anesthesia. All dogs were induced by an injectable anesthetic; half of the dogs were maintained with an inhalation anesthetic. Procedures included orchiectomy, ovariohysterectomy, skin surgery, radiography, physical examination, dental procedures, ear cleaning, anal sac treatment, and grooming.

Compared to saline controls, dexmedetomidine hydrochloride IM reduced induction drug requirements by 30-36% (at 125 mcg/m²) and by 38-61% (at 375 mcg/m²). Inhalation anesthetic requirements were 40-60% less for dexmedetomidine hydrochloride-preanesthetized dogs. The number of dogs with clinical signs of pain was less for at least 30 minutes after the procedure in dogs treated with 375 mcg/m² dexmedetomidine hydrochloride, compared to saline controls.

Recovery times were dose dependent, averaging 15-32 minutes to extubation and 71-131 minutes to standing recovery (longer times correspond to higher dexmedetomidine hydrochloride dose). Recovery times also depended on the induction anesthetic. Recovery times following barbiturate induction were longer (30 minutes to extubation and 118 minutes to standing), compared to dogs induced with propofol (23 minutes to extubation and 84 minutes to standing).

Cardiac arrhythmias were monitored by ECG. Dexmedetomidine hydrochloride-treated dogs were more frequently observed with at least one incidence of arrhythmia compared to saline controls. The most commonly observed arrhythmias were bradycardia, 1st and 2nd degree AV block, and sinus arrest. Other less frequently observed arrhythmias included ventricular premature complexes (VPCs), supraventricular premature complexes, 3rd degree AV block, and sinus pause.

Adverse events included bradycardia, tachycardia, VPCs, vomiting, diarrhea, urinary incontinence, and self trauma (see ADVERSE REACTIONS).

The results of the preanesthesia field study demonstrate that dexmedetomidine hydrochloride provided anesthetic dose-sparing, sedation, and analgesia during procedures conducted under general anesthesia.

Feline sedation/analgesia field study: Dexmedetomidine hydrochloride was evaluated in a masked, controlled, multiple site field study, using parallel treatment groups. Effectiveness was evaluated in 242 client-owned cats, ranging in age between 6 months and 17 years, and in size between 2.3 and 9.6 kg (5 and 21 lbs). Cats admitted to veterinary clinics for various procedures requiring restraint, sedation, and/or analgesia were randomized to treatment group and given dexmedetomidine hydrochloride (122 cats) or xylazine (120 cats) once by IM injection. Procedures performed using dexmedetomidine hydrochloride included dental care, radiography, minor superficial surgery, otitis treatment, blood or urine sample collection, tattooing, microchip placement, and grooming.

Sedation and analgesia occurred within 5 to 15 minutes and peak effects were observed 30 minutes after dexmedetomidine hydrochloride. The procedure was easily performed in 91% of cats beginning 30 minutes after dexmedetomidine hydrochloride. Sedative and analgesic effects waned by three hours after dexmedetomidine hydrochloride.

Signs of sedation were deeper for cats receiving dexmedetomidine hydrochloride compared to those receiving xylazine. No clinically relevant differences were observed between dexmedetomidine hydrochloride and xylazine with respect to analgesia or physiological variables. Heart rate, respiratory rate, and rectal temperature decreased. Bradycardia was observed within 5 to 15 minutes and heart rates of ≤70 beats/minute were seen in 18% of cats. The most commonly observed arrhythmias assessed with ECG were atrioventricular dissociation and escape rhythms, followed by a few incidences of premature complexes and one incidence of atrioventricular block.

Oxygen saturation, mucous membrane color, capillary refill time, pulse character, respiratory depth and pattern, and response of the animal to injection were clinically satisfactory. All cats recovered from changes induced by dexmedetomidine hydrochloride.

Ninety-seven adverse events were reported after dexmedetomidine hydrochloride. The most frequently reported adverse reactions included vomiting (70), urinary incontinence (6), hypersalivation (4), involuntary defecation (4), hypothermia (2), and diarrhea (2) (see ADVERSE REACTIONS).

The results of this field study demonstrate that dexmedetomidine hydrochloride produces satisfactory levels of sedation and analgesia for clinical examinations and procedures, minor surgical procedures, and minor dental procedures.

Feline preanesthesia field study: The use of dexmedetomidine hydrochloride as a preanesthetic was evaluated in a masked, controlled, multi-site field study, using parallel treatment groups. Effectiveness was evaluated in 182 healthy, client-owned cats, between 12 weeks and 16 years of age, weighing 2.10 to 18.8 lbs (0.9 kg to 8.5 kg). Preanesthetic/induction drug regimens included saline/ketamine, dexmedetomidine hydrochloride/ketamine, saline/propofol, and dexmedetomidine hydrochloride/propofol. All cats were intubated prior to the procedure. Inhalant anesthesia (isoflurane) was added during longer procedures (>15 minutes) and could be added during shorter procedures if the veterinarian deemed it necessary. Procedures included ovariohysterectomy, orchiectomy, onychectomy, and dental cleaning.

Dexmedetomidine hydrochloride IM administered at 40 mcg/kg prior to induction with ketamine resulted in a significantly higher proportion of cats that were successfully intubated compared to saline (success rates of 89.5% and 10.7%, respectively).

Cats preanesthetized with dexmedetomidine hydrochloride IM required 48.9% less propofol for successful intubation compared to cats that received saline. Inhalant anesthetic requirements were 35-44% less for dexmedetomidine hydrochloride preanesthetized cats. Recovery times following ketamine and propofol induction averaged 36 and 38 minutes to extubation and 161 and 131 minutes to standing, respectively for dexmedetomidine hydrochloride-treated groups.

Dexmedetomidine hydrochloride (followed by ketamine or propofol) resulted in the following ECG abnormalities (in decreasing order of frequency): sinus bradycardia, sinus arrhythmia, 1st degree atrioventricular (AV) block, long QT interval, sinus pauses, ventricular premature depolarizations, 2nd degree AV block, escape beats/rhythms, and supraventricular premature depolarizations. Dexmedetomidine hydrochloride-treated cats had a lower mean heart rate, respiratory rate, and body temperature compared to saline controls continuing through the recovery period.

Sixty-six adverse events were reported after dexmedetomidine hydrochloride. The most frequently reported adverse events were: vomiting (32), pale mucous membranes (20), decreased body temperature (4), and retching (4). (see ADVERSE REACTIONS).

ANIMAL SAFETY:

Canine safety study: In the multiple dose safety study, dexmedetomidine hydrochloride was administered at 0, 1, 3 or 5 times (X) the recommended IV and IM doses on 3 consecutive days to a total of 36 healthy, young beagles. Two additional groups were given a 3X dose of dexmedetomidine hydrochloride (IV or IM) followed by three 1X doses of the reversal agent, atipamezole, every 30 minutes. This was repeated for a total of 3 days. No deaths occurred during the study.

1X dose group: At the recommended dose, sedation lasted less than 3 hours. During sedation, muscle twitches occurred intermittently, and decreases in temperature, respiratory rate and heart rate were observed in all animals. A slow pupil response to light was seen transiently about 15 minutes after dosing in one of twelve dogs. Second degree atrioventricular (AV) blocks were observed in one of twelve dogs.

3X dose group: At 3 times the recommended dose, the duration of sedation was between two and eight hours. During sedation, muscle twitches occurred, and temperature, respiratory rate, and heart rate decreased in all dogs. The pupillary light reflex was transiently decreased for up to 90 minutes in four of twelve dogs. Vomiting was seen in two of twelve dogs. One dog experienced first and second degree AV blocks; second degree AV block was observed in three of twelve dogs. Elevated concentrations of alanine aminotransferase (ALT) were observed in one dog, without histological changes to the liver.

5X dose group: At 5 times the recommended dose, the duration of sedation was between four and eight hours. Muscle twitches, decreases in temperature, respiratory rates, and heart rates were seen in all dogs. No pupil response was noted in six of twelve dogs (IV) for up to 1.5 hours; decreased transient pupillary light reflex was seen for up to 60 minutes in two of twelve dogs (IM). Vomiting was seen in one of twelve dogs. First and second degree AV blocks were observed in one of twelve dogs. Elevated concentrations of ALT were observed in 3 of 12 dogs, without histological changes to the liver.

Dexmedetomidine hydrochloride demonstrated dose dependent effects related to its pharmacology when administered IV or IM to healthy dogs at doses up to five times the recommended dose.

Canine safety study with an anticholinergic: In another laboratory safety study, one of three doses of an IM anticholinergic drug or saline was administered 10 minutes before, at the same time, or 15 minutes after 500 mcg/m² IM dexmedetomidine hydrochloride. The anticholinergic drug was given for the prevention or treatment of dexmedetomidine hydrochloride-induced reduction in heart rate. In a crossover design, 18 dogs were used in a total of 72 trials, to evaluate the safety of dexmedetomidine hydrochloride used with an anticholinergic drug.

Dogs were instrumented for the accumulation of continuous ECG data. The following arrhythmias were recorded during the study (some dogs experienced more than one arrhythmia).

Table 8: Arrhythmias recorded during the canine laboratory safety study*

Type of arrhythmia	Number of dogs (of 18)
Second degree AV block	18
Supraventricular tachycardia (SVT) or SVPCs	16
Ventricular escape beats	16
Ventricular premature contractions	14
Third degree AV block	6
Idioventricular rhythm	1
Paroxysmal VT	1
Ventricular bigeminy; SVPCs; pulse alternans	1
Junctional escape beat	1

*Table does not relate arrhythmias to the presence or absence of anticholinergic

The occurrence of arrhythmias was not related to the presence or absence of the anticholinergic drug. Arrhythmias were transient (although frequent over time in some dogs), returning toward baseline levels within 55 minutes after dexmedetomidine hydrochloride. No dogs required treatment related to these arrhythmias, and none of these arrhythmias persisted or adversely affected the overall clinical status of any dog in the study.

Dexmedetomidine hydrochloride without anticholinergic: Without the anticholinergic drug, and in addition to arrhythmias, dexmedetomidine hydrochloride produced clinically relevant sedation accompanied by a statistically significant reduction in heart rate, respiratory rate, cardiac output, pulmonary arterial temperature, and mixed venous oxygen tension. A statistically significant increase in arterial blood pressure, pulmonary capillary wedge pressure, central venous pressure, and systemic vascular resistance was noted. No dogs experienced hypotension. Dexmedetomidine hydrochloride tended to increase pulmonary vascular resistance. Dexmedetomidine hydrochloride alone had no statistically significant effect on mean pulmonary arterial pressure, arterial pH, arterial carbon dioxide tension, and arterial oxygen tension.

Dexmedetomidine hydrochloride plus anticholinergic: Either of the two higher anticholinergic doses was effective in the prevention or treatment of the dexmedetomidine hydrochloride-induced reduction in heart rate. Anticholinergic (higher doses) given after dexmedetomidine hydrochloride caused marked increases in the occurrence of various cardiac arrhythmias, especially second degree AV block. When the higher doses of anticholinergic drug were given at the same time or 15 minutes after dexmedetomidine hydrochloride, large increases in heart rate ($p<0.01$) and blood pressure ($p<0.05$) were seen. Increases were dose related; the highest anticholinergic dose elicited more frequent arrhythmias and larger increases in heart rate and blood pressure.

In conclusion, moderate doses of anticholinergic drug given prior to dexmedetomidine hydrochloride performed best for the prevention of dexmedetomidine hydrochloride-induced reduction of heart rate in dogs. The routine use of anticholinergics given simultaneously with, or after dexmedetomidine hydrochloride, is not recommended.

Feline safety study: In a multiple dose safety study, dexmedetomidine hydrochloride, was administered intramuscularly (IM) at 1X, 3X, and 5X (40, 120, and 200 mcg/kg) the recommended dose of 40 mcg/kg on 3 consecutive days to healthy cats, 6 to 8 months old. A control group received the product vehicle as a placebo (0X). No mortality was observed. The depth and duration of sedation was dose dependent, lasting approximately 2 hours in the 1X group, 2 to 4 hours in the 3X group, and greater than 8 hours in the 5X group. The lowest recorded individual heart rate was 60 beats/minute and occurred in the 5X dose group (2 cats). Cardiac arrhythmias characterized by isolated junctional escape complexes with episodes of junctional escape rhythm were observed during periods of low heart rate or following sinus pauses in all dexmedetomidine hydrochloride dose groups. In most cases the arrhythmia was no longer observed after 1 to 2 hours. Atrioventricular block was not observed. Incidences of arrhythmias were not related to dose; however, more cats were affected by cardiac arrhythmias on the third day of treatment, compared to the first two days of the study. The decrease in respiratory rate, but not the duration, was dose dependent. The rectal temperature decreased in all dexmedetomidine hydrochloride-treated groups, with the lowest temperatures in the 5X group at 8 hours on all three days. Two cats vomited (40 and 120 mcg/kg). Corneal opacity was noted in all dexmedetomidine hydrochloride-dose groups, was transient, related to dose and duration of sedation, and was attributed to lack of lubrication with decreased blinking during sedation. Hematology and blood chemistry were unaffected by treatment. Injection site tolerance was good, with mild inflammatory lesions representative of the IM injection procedure. Gross and histological examination of all other tissues did not reveal any abnormalities related to dexmedetomidine hydrochloride administration.

Dexmedetomidine hydrochloride demonstrated dose dependent effects related to its pharmacology when administered IM to healthy cats at doses up to five times the recommended dose.

Feline acute tolerance study: IM dexmedetomidine hydrochloride was administered once at 10X (400 mcg/kg) the recommended dose of 40 mcg/kg to 3 female and 3 male 7 month old cats. No mortality was observed. Sedation was observed within 15 minutes of dosing and lasted for at least 4 hours with full recovery noted between 8 and 24 hours after dosing. Transient observations of corneal dehydration and opacity, miosis, pale skin and gingiva, salivation, and watery ocular discharge were observed in some animals. Vomiting was observed 7 to 11 hours after dosing in all but one animal. Decreases in heart rate accompanied by prolonged PQ and QT intervals were most pronounced 2 to 4 hours after dosing. No atrioventricular (AV) blocks or escape rhythms were noted. In one cat, incidental and reversible premature junctional complexes were seen at 1 and 2 hours after dosing which were considered secondary to bradycardia. Slightly lower respiratory rate and reduced rectal temperature were observed 4 to 8 hours after dosing. Observations had returned to normal by 24 hours after dosing. Mild inflammatory lesions observed histologically at the injection site were representative of the IM injection procedure. No treatment related changes were observed in hematology. Mild elevations in some clinical ALT, AST, and CK, were observed 24 hours after dosing, with a trend towards recovery by 48 hours. Total protein, albumin and globulin levels were slightly lowered in one cat 48 hours after dosing.

STORAGE INFORMATION: Store at controlled room temperature 68-77°F (20-25°C). Protect from freezing.

HOW SUPPLIED: Dexmedetomidine HCl is supplied in 10-mL, multidose vials containing 0.5 mg of dexmedetomidine hydrochloride per mL. NDC # 26637-341-05.

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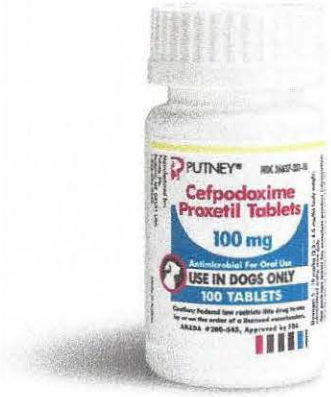

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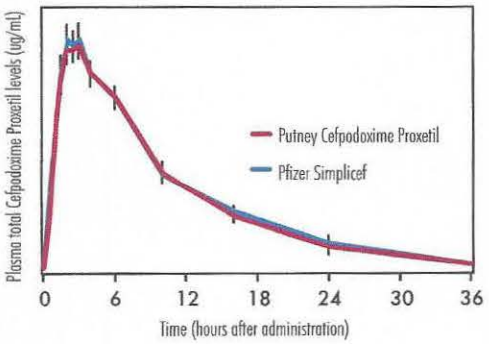
References

1. Bayer Veterinary Usage Study, 2010. 2. Bioequivalence study.

Putney Cefpodoxime Proxetil Tablets vs. Pfizer Simplicef® Tablets[2]



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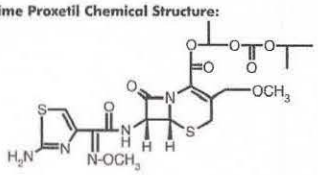
CAUTION: Federal law restricts this drug to use by or on the order of a licensed veterinarian.

DESCRIPTION
Cefpodoxime proxetil is an orally administered, extended spectrum, semi-synthetic cephalosporin antibiotic. The chemical name is: (+/-)-1-Hydroxyethyl(+)-(6R,7R)-7-[2-(2-amino-4-thiazolyl)glyoxylamido]-3-methoxymethyl)-8-oxo-5-thia-1-azabicyclo[4.2.0]oct-2-ene-2-carboxylate, 7²-(Z)-(O-methyloxime), isopropyl carbonate (ester) [87239-81-4].

Cefpodoxime Proxetil Chemical Structure:



Cefpodoxime proxetil is a prodrug; its active metabolite is cefpodoxime. All doses of Cefpodoxime Proxetil Tablets are expressed in terms of the active cefpodoxime moiety. Cefpodoxime Proxetil Tablets is available as:
100 mg Tablet, each yellow, elliptical, scored tablet contains cefpodoxime proxetil equivalent to 100 mg of cefpodoxime.
200 mg Tablet, each orange, oblong, tablet contains cefpodoxime proxetil equivalent to 200 mg of cefpodoxime.

INDICATION
Cefpodoxime Proxetil Tablets are indicated for the treatment of skin infections (wounds and abscesses) in dogs caused by susceptible strains of *Staphylococcus intermedius, Staphylococcus aureus, Streptococcus canis* (group G, ß hemolytic), *Escherichia coli, Pasteurella multocida,* and *Proteus mirabilis.*

DOSAGE AND ADMINISTRATION
Dose range: The dose range of Cefpodoxime Proxetil Tablets is 5-10 mg/kg (2.3-4.5 mg/lb) body weight, administered orally, once a day. The dose may be given with or without food. The determination of dosage for any particular patient must take into consideration such factors as the severity and nature of the infection, the susceptibility of the causative organisms, and the integrity of the patient's host-defense mechanisms. Obtain a sample of the pathogenic organism for culture and sensitivity testing prior to beginning antimicrobial therapy. Once results become available, continue with appropriate therapy.
Duration: Cefpodoxime Proxetil Tablets should be administered once daily for 5-7 days or for 2-3 days beyond the cessation of clinical signs, up to a maximum of 28 days. Treatment of acute infections should not be continued for more than 3-4 days if no response to therapy is seen.
Dosing Charts: For daily oral administration of Cefpodoxime Proxetil Tablets at 5 mg/kg (Table 1) and 10 mg/kg (Table 2).

Table 1. Dose Table for Cefpodoxime Proxetil Tablets at 5 mg/kg Total Daily Dosage

Weight of Dog (lbs)						
Daily Dose		22	44	66	88	132
No. of 100 mg tablets		0.5	1	1.5		1
No. of 200 mg tablets					1	1
Weight of Dog (kgs)						
Daily Dose		10	20	30	40	60
No. of 100 mg tablets		0.5	1	1.5		1
No. of 200 mg tablets					1	1

Table 2. Dose Table for Cefpodoxime Proxetil Tablets at 10 mg/kg Total Daily Dosage

Weight of Dog (lbs)						
Daily Dose	11	22	44	66	88	132
No. of 100 mg tablets	0.5	1		1		
No. of 200 mg tablets			1	1	2	3
Weight of Dog (kgs)						
Daily Dose	5	10	20	30	40	60
No. of 100 mg tablets	0.5	1		1		
No. of 200 mg tablets			1	1	2	3

CONTRAINDICATIONS
Cefpodoxime proxetil is contraindicated in dogs with known allergy to cefpodoxime or to the ß-lactam (penicillins and cephalosporins) group of antibiotics.

WARNINGS
Not for human use. Keep this and all drugs out of reach of children. Antimicrobial drugs, including penicillins and cephalosporins, can cause allergic reactions in sensitized individuals. To minimize the possibility of allergic reactions, those handling such antimicrobials, including cefpodoxime, are advised to avoid direct contact of the product with the skin and mucous membranes.

PRECAUTIONS
The safety of cefpodoxime proxetil in dogs used for breeding, pregnant dogs, or lactating bitches has not been demonstrated. As with other cephalosporins, cefpodoxime proxetil may occasionally induce a positive direct Coombs' test.

ADVERSE REACTIONS
A total of 216 dogs of various breeds and ages ranging from 2 months to 15 years were included in the field study safety analysis. The following table shows the number of dogs displaying each clinical observation.

Table 3. Abnormal Health Findings in the U.S. Field Study[1]

Clinical Observation	Cefpodoxime Proxetil (n=118)	Active Control (n=98)
Vomiting	2	4
Diarrhea	1	1
Increased water drinking	0	2
Decreased appetite	1	1

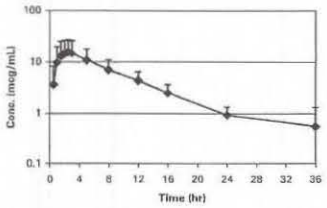
[1]Dogs may have experienced more than one of the observations during the study.

To report a suspected adverse reaction call 1-866-683-0660.

To request a Material Safety Data Sheet (MSDS) for Cefpodoxime Proxetil Tablets, call 1-866-683-0660.

CLINICAL PHARMACOLOGY
Pharmacokinetics/Pharmacodynamics: Cefpodoxime proxetil is a prodrug that is absorbed from and de-esterified in the gastrointestinal tract to its active metabolite, cefpodoxime. Following oral administration to fasting Beagles, oral bioavailability was 63.1 ± 5.3%.

Figure 1. Canine Plasma Concentration of Cefpodoxime After a Single Oral Dose of 10 mg/kg Cefpodoxime Proxetil Tablets



Cefpodoxime is distributed in the body with an apparent volume of distribution of 151 ± 27 mL/kg. Like other ß-lactam antibiotics, cefpodoxime is eliminated from the body primarily in the urine, with an apparent elimination half-life of approximately 5-6 hours after oral administration. This is similar to the 4.7 hour apparent elimination half-life observed after intravenous dosing. Following intravenous administration of 10 mg/kg, the average total body clearance (Cl_B) was 22.7 ± 4.19 mL/hr/kg.

Table 4. Summary of Pharmacokinetic Parameters Obtained after a Single Oral Dose of 10 mg Cefpodoxime/kg BW, Administered as a Tablet

PK Parameter	Unit	Tablet (SD)
$AUC_{0-\infty}$	mcg·hr/mL	145 (77.6)
$AUC_{0-t.OQ}$	mcg·hr/mL	142 (77.5)
Maximum concentration (C_{max})	mcg/mL	16.4 (11.8)
Terminal plasma elimination half-life ($t_{1/2}$)	hr	5.61 (1.15)
Time of maximum concentration (t_{max})	hr	2.21 (0.542)
Mean residence time ($MRT_{0-\infty}$)	hr	9.21 (1.97)

Microbiology: Like other ß-lactam antibiotics, cefpodoxime exerts its *inhibitory effect by interfering with bacterial cell wall synthesis.* This interference is primarily due to its covalently binding to the penicillin-binding proteins (PBPs) (i.e. transpeptidase and/or carboxypeptidase), which are essential for synthesis of the bacterial cell wall. Therefore, cefpodoxime is bactericidal. Cefpodoxime is stable in the presence of many common ß-lactamase enzymes. As a result, many organisms resistant to other ß-lactam antibiotics (penicillins and some cephalosporins) due to the production of ß-lactamases may be susceptible to cefpodoxime.

Cefpodoxime has a broad spectrum of clinically useful antibacterial activity that includes staphylococci, streptococci, and Gram-negative species (including *Pasteurella, Escherichia,* and *Proteus*). The compound is not active against most obligate anaerobes, *Pseudomonas* spp., or enterococci. The minimum inhibitory concentrations (MICs) for cefpodoxime against Gram-positive and Gram-negative pathogens isolated from canine skin infections (wounds and abscesses) in a 2002 U. S. field study are presented in Table 5. All MICs were determined in accordance with the National Committee for Clinical Laboratory Standards (NCCLS). Appropriate quality control (QC) ranges for *in vitro* susceptibility testing are presented in Table 6.

Table 5. Cefpodoxime Minimum Inhibitory Concentration Values (mcg/mL) from a 2002 Field Study Evaluating Skin Infections (wounds and abscesses) of Canines in the United States.

Organism*	# of Isolates	MIC_{50}	MIC_{90}	Range
Staphylococcus intermedius	118	0.12	0.50	0.12->32.0
Streptococcus canis (group G, ß hemolytic)	33	≤0.03	≤0.03	≤0.03[1]
Escherichia coli	41	0.25	0.50	0.12->32.0
Pasteurella multocida	32	≤0.03	≤0.03	≤0.03-0.12
Proteus mirabilis	14	≤0.03	0.06	≤0.03-0.06
Staphylococcus aureus	19	2.0	2.0	0.12-2.0

[1]No Range, all isolates yielded the same value.
*Veterinary specific interpretive criteria have not been established for the above listed canine pathogens by the NCCLS at this time.

Table 6. Acceptable Quality Control Ranges for Cefpodoxime

QC ATCC strain	KB Disk Diffusion Method		Broth Micro-dilution Method
	Drug concentration	Zone diameter	MIC
Escherichia coli 25922	10 mcg	23-28 mm[a]	0.25-1 mcg/mL[a]
Staphylococcus aureus 25923	10 mcg	19-25 mm[a]	
Staphylococcus aureus 29213			1-8 mcg/mL[a]
Streptococcus pneumoniae 49619	10 mcg	28-34 mm[b]	0.03-0.12 mcg/mL[b]

[a]These ranges are for quality control strains used to monitor accuracy of minimum inhibitory concentrations (MICs) of non-fastidious organisms using cation-adjusted Mueller-Hinton agar or broth medium. The dilution range should encompass the QC ranges of these strains in the broth micro-dilution method.

[b]These ranges are for quality control strains used to monitor accuracy of minimum inhibitory concentrations (MICs) of fastidious organisms. When susceptibility testing is performed for *Streptococcus canis* (group G, ß hemolytic), *Streptococcus pneumoniae* ATCC 49619 should be included as a QC strain in the presence of 5% lysed sheep blood (KB disk diffusion method) or 2.5% lysed horse blood (broth micro-dilution method).

EFFECTIVENESS
The clinical effectiveness of cefpodoxime proxetil was established in a multi-location (23 site) field study. In this study, 216 dogs with infected wounds or abscesses were treated with either cefpodoxime proxetil (n=118) once daily at 5 mg/kg (2.3 mg/lb) body weight or with a active control antibiotic (n=98) administered twice daily for 5-7 days. In this study, cefpodoxime proxetil was considered noninferior to the active control (88.7% versus 88.4% respectfully) in the treatment of canine skin infections (wounds and abscesses) caused by susceptible strains of *Staphylococcus intermedius, Staphylococcus aureus, Streptococcus canis* (group G, ß *hemolytic), Escherichia coli, Pasteurella multocida,* and *Proteus mirabilis.*

ANIMAL SAFETY
In target animal safety studies, cefpodoxime was well tolerated at exaggerated daily oral doses of 100 mg/kg/day (10 times the maximum label dose) for 13 weeks in adult dogs and for 28 days in puppies (18-23 days of age). Therefore, once daily administration of cefpodoxime oral tablets at the maximum labeled dose of 10 mg/kg for up to 28 days was shown to be safe in adult dogs and puppies.

Blood dyscrasia including neutropenias, may be seen following high doses of cephalosporins. Cephalosporin administration should be discontinued in such cases.

STORAGE INFORMATION
Store at controlled room temperature, 68-77°F (20-25°C).
Replace cap securely after each opening.

HOW SUPPLIED
Cefpodoxime Proxetil Tablets are available in the following strengths (cefpodoxime equivalent), colors, and sizes:

100 mg (yellow, scored, elliptical, debossed with PV on one side, and 17 on the other side)
Bottles of 100.....NDC 26637-331-10

200 mg (orange, oblong, debossed with PV on one side, 18 on the other side)
Bottles of 100.....NDC 26637-332-10

ANADA #200-543, Approved by FDA

Manufactured for: Putney, Inc.
Portland, ME 04101 USA
1-866-683-0660

Made in Austria
May 2012

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Animal Health
INTERNATIONAL

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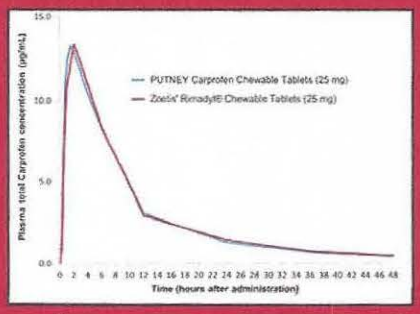
Putney Carprofen Chewable Tablets are the generic of Rimadyl® Chewable Tablets available at a more affordable price.



Bioequivalence data:
Putney Carprofen Chewable Tablets vs. Rimadyl® Chewable Tablets

- FDA-approved for veterinary use for the same indications as Rimadyl® Chewable Tablets.
- Therapeutically equivalent to Rimadyl® Chewable Tablets with the same efficacy and safety profile as the brand.
- Manufactured in an FDA-inspected facility using current Good Manufacturing Practices (cGMP).
- Backed by Putney's veterinary support, customer service and sales support teams.
- Available in 25 mg, 75 mg, and 100 mg tablets (the same strengths and scoring as Rimadyl® Chewable Tablets) in convenient 60 and 180 count bottles.

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Important Safety Information: As with other NSAIDs, signs of carprofen intolerance may include appetite loss, vomiting and diarrhea, which could indicate side effects involving the digestive tract, liver or kidneys. Some of these side effects, in rare situations, may be serious, resulting in hospitalization or even death. Pet owners should be advised to discontinue treatment if side effects occur and contact their veterinarian. Concomitant use of Putney Carprofen Chewable Tablets with other anti-inflammatory drugs, such as other NSAIDs or corticosteroids, should be avoided because of the potential increase of adverse reactions. Please see the package insert and "Dog Owner Information Sheet" for further safety and usage information.

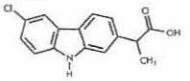
Carprofen Chewable Tablets

Non-steroidal anti-inflammatory drug

For oral use in dogs only

CAUTION: Federal law restricts this drug to use by or on the order of a licensed veterinarian.

DESCRIPTION: Carprofen Chewable Tablets are a non-steroidal anti-inflammatory drug (NSAID) of the propionic acid class that includes ibuprofen, naproxen, and ketoprofen. Carprofen is the nonproprietary designation for a substituted carbazole, 6-chloro-α-methyl-9H-carbazole-2-acetic acid. The empirical formula is $C_{15}H_{12}ClNO_2$ and the molecular weight 273.72. The chemical structure of carprofen is:



Carprofen is a white, crystalline compound. It is freely soluble in ethanol, but practically insoluble in water at 25° C.

CLINICAL PHARMACOLOGY: Carprofen is a non-narcotic, non-steroidal anti-inflammatory agent with characteristic analgesic and antipyretic activity approximately equipotent to indomethacin in animal models.[1]

The mechanism of action of carprofen, like that of other NSAIDs, is believed to be associated with the inhibition of cyclooxygenase activity. Two unique cyclooxygenases have been described in mammals.[2] The constitutive cyclooxygenase, COX-1, synthesizes prostaglandins necessary for normal gastrointestinal and renal function. The inducible cyclooxygenase, COX-2, generates prostaglandins involved in inflammation. Inhibition of COX-1 is thought to be associated with gastrointestinal and renal toxicity while inhibition of COX-2 provides anti-inflammatory activity. The specificity of a particular NSAID for COX-2 versus COX-1 may vary from species to species.[3] In an in vitro study using canine cell cultures, carprofen demonstrated selective inhibition of COX-2 versus COX-1.[4] Clinical relevance of these data has not been shown. Carprofen has also been shown to inhibit the release of several prostaglandins in two inflammatory cell systems: rat polymorphonuclear leukocytes (PMN) and human rheumatoid synovial cells, indicating inhibition of acute (PMN system) and chronic (synovial cell system) inflammatory reactions.[1]

Several studies have demonstrated that carprofen has modulatory effects on both humoral and cellular immune responses.[5-9] Data also indicate that carprofen inhibits the production of osteoclast-activating factor (OAF), PGE_1, and PGE_2 by its inhibitory effect in prostaglandin biosynthesis.[1]

Based upon comparison with data obtained from intravenous administration, carprofen is rapidly and nearly completely absorbed (more than 90% bioavailable) when administered orally.[10] Peak blood plasma concentrations are achieved in 1-3 hours after oral administration of 1, 5, and 25 mg/kg to dogs. The mean terminal half-life of carprofen is approximately 8 hours (range 4.5-9.8 hours) after single oral doses varying from 1-35 mg/kg of body weight. After a 100 mg single intravenous bolus dose, the mean elimination half-life was approximately 11.7 hours in the dog. Carprofen is more than 99% bound to plasma protein and exhibits a very small volume of distribution.

Carprofen is eliminated in the dog primarily by biotransformation in the liver followed by rapid excretion of the resulting metabolites (the ester glucuronide of carprofen and the ether glucuronides of 2 phenolic metabolites, 7-hydroxy carprofen and 8-hydroxy carprofen) in the feces (70-80%) and urine (10-20%). Some enterohepatic circulation of the drug is observed.

INDICATIONS: Carprofen Chewable Tablets are indicated for the relief of pain and inflammation associated with osteoarthritis and for the control of postoperative pain associated with soft tissue and orthopedic surgeries in dogs.

CONTRAINDICATIONS: Carprofen Chewable Tablets should not be used in dogs exhibiting previous hypersensitivity to carprofen.

WARNINGS: Keep out of reach of children. Not for human use. Consult a physician in cases of accidental ingestion by humans. **For use in dogs only.** Do not use in cats.

All dogs should undergo a thorough history and physical examination before initiation of NSAID therapy. Appropriate laboratory tests to establish hematological and serum biochemical baseline data prior to, and periodically during, administration of any NSAID should be considered. **Owners should be advised to observe for signs of potential drug toxicity (see Information for Dog Owners, Adverse Reactions, Animal Safety and Post-Approval Experience).**

PRECAUTIONS: As a class, cyclooxygenase inhibitory NSAIDs may be associated with gastrointestinal, renal and hepatic toxicity. Effects may result from decreased prostaglandin production and inhibition of the enzyme cyclooxygenase which is responsible for the formation of prostaglandins from arachidonic acid.[11-14] When NSAIDs inhibit prostaglandins that cause inflammation they may also inhibit those prostaglandins which maintain normal homeostatic function. These anti-prostaglandin effects may result in clinically significant disease in patients with underlying or pre-existing disease more often than in healthy patients.[12,14] NSAID therapy could unmask occult disease which has previously been undiagnosed due to the absence of apparent clinical signs. Patients with underlying renal disease for example, may experience exacerbation or decompensation of their renal disease while on NSAID therapy.[11-14] The use of parenteral fluids during surgery should be considered to reduce the potential risk of renal complications when using NSAIDs perioperatively.

Carprofen is an NSAID, and as with others in that class, adverse reactions may occur with its use. The most frequently reported effects have been gastrointestinal signs. Events involving suspected renal, hematologic, neurologic, dermatologic, and hepatic effects have also been reported. Patients at greatest risk for renal toxicity are those that are dehydrated, on concomitant diuretic therapy, or those with renal, cardiovascular, and/or hepatic dysfunction. Concurrent administration of potentially nephrotoxic drugs should be approached cautiously, with appropriate monitoring. Concomitant use of Carprofen Chewable Tablets with other anti-inflammatory drugs, such as other NSAIDs or corticosteroids, should be avoided because of the potential increase of adverse reactions, including gastrointestinal ulcerations and/or perforations.

Sensitivity to drug-associated adverse reactions varies with the individual patient. Dogs that have experienced adverse reactions from one NSAID may experience adverse reactions from another NSAID. Carprofen treatment was not associated with renal toxicity or gastrointestinal ulceration in well-controlled safety studies of up to ten times the dose in healthy dogs.

Carprofen is not recommended for use in dogs with bleeding disorders (e.g., Von Willebrand's disease), as safety has not been established in dogs with these disorders. The safe use of carprofen in animals less than 6 weeks of age, pregnant dogs, dogs used for breeding purposes, or in lactating bitches has not been established. Studies to determine the activity of carprofen when administered concomitantly with other protein-bound or similarly metabolized drugs have not been conducted. Drug compatibility should be monitored closely in patients requiring additional therapy. Such drugs commonly used include cardiac, anticonvulsant and behavioral medications. It has been suggested that treatment with carprofen may reduce the level of inhalant anesthetics needed.[15]

If additional pain medication is warranted after administration of the total daily dose of Carprofen Chewable Tablets, alternative analgesia should be considered. The use of another NSAID is not recommended. Consider appropriate washout times when switching from one NSAID to another or when switching from corticosteroids use to NSAID use.

Due to the palatable nature of Carprofen Chewable Tablets, store out of reach of dogs in a secured location. Severe adverse reactions may occur if large quantities of tablets are ingested. If you suspect your dog has consumed Carprofen Chewable Tablets above the labeled dose, please call your veterinarian for immediate assistance and notify Putney, Inc. (1-866-683-0660).

INFORMATION FOR DOG OWNERS:
Carprofen Chewable Tablets, like other drugs of its class, are not free from adverse reactions. Owners should be advised of the potential for adverse reactions and be informed of the clinical signs associated with drug intolerance. Adverse reactions may include decreased appetite, vomiting, diarrhea, dark or tarry stools, increased water consumption, increased urination, pale gums due to anemia, yellowing of gums, skin or white of the eye due to jaundice, lethargy, incoordination, seizure, or behavioral changes. **Serious adverse reactions associated with this drug class can occur without warning and in rare situations result in death (see Adverse Reactions). Owners should be advised to discontinue Carprofen Chewable Tablets therapy and contact their veterinarian immediately if signs of intolerance are observed.** The vast majority of patients with drug related adverse reactions have recovered when the signs are recognized, the drug is withdrawn, and veterinary care, if appropriate, is initiated. Owners should be advised of the importance of periodic follow up for all dogs during administration of any NSAID.

ADVERSE REACTIONS: During investigational studies for the caplet formulation with twice daily administration of 1 mg/lb, no clinically significant adverse reactions were reported. Some clinical signs were observed during field studies (n=297) which were similar for carprofen caplet- and placebo-treated dogs. Incidences of the following were observed in both groups: vomiting (4%), diarrhea (4%), changes in appetite (3%), lethargy (1.4%), behavioral changes (1%), and constipation (0.3%). The product vehicle served as control.

There were no serious adverse events reported during clinical field studies with once daily administration of 2 mg/lb. The following categories of abnormal health observations were reported. The product vehicle served as control.

Percentage of Dogs with Abnormal Health Observations Reported in Clinical Field Study (2 mg/lb once daily)

Observation	Carprofen (n=129)	Placebo (n=122)
Inappetance	1.6	1.5
Vomiting	3.1	3.8
Diarrhea/Soft stool	3.1	4.5
Behavior change	0.8	0.8
Dermatitis	0.8	0.8
PU/PD	0.8	–
SAP increase	7.8	8.3
ALT increase	5.4	4.5
AST increase	2.3	0.8
BUN increase	3.1	1.5
Bilirubinuria	16.3	12.1
Ketonuria	14.7	9.1

Clinical pathology parameters listed represent reports of increases from pre-treatment values; medical judgement is necessary to determine clinical relevance.

During investigational studies of surgical pain for the caplet formulation, no clinically significant adverse reactions were reported. The product vehicle served as control.

Percentage of Dogs with Abnormal Health Observations Reported in Surgical Pain Field Studies with Caplets (2 mg/lb once daily)

Observation*	Carprofen (n=148)	Placebo (n=140)
Vomiting	10.1	12.4
Diarrhea/Soft stool	6.1	6.0
Ocular disease	2.7	0
Inappetance	1.4	0
Dermatitis/Skin lesion	2.0	1.3
Dysrhythmia	0.7	0
Apnea	1.4	0
Oral/Periodontal disease	1.4	0
Pyrexia	0.7	1.3
Urinary tract disease	1.4	1.3
Wound drainage	1.4	0

*A single dog may have experienced more than one occurence of an event.

During investigational studies for the chewable tablet formulation, gastrointestinal signs were observed in some dogs. These signs included vomiting and soft stools.

Post-Approval Experience:
Although not all adverse reactions are reported, the following adverse reactions are based on voluntary post-approval adverse drug experience reporting. The categories of adverse reactions are listed in decreasing order of frequency by body system.

Gastrointestinal: Vomiting, diarrhea, constipation, inappetence, melena, hematemesis, gastrointestinal ulceration, gastrointestinal bleeding, pancreatitis.

Hepatic: Inappetence, vomiting, jaundice, acute hepatic toxicity, hepatic enzyme elevation, abnormal liver function test(s), hyperbilirubinemia, bilirubinuria, hypoalbuminemia. Approximately one-fourth of hepatic reports were in Labrador Retrievers.

Neurologic: Ataxia, paresis, paralysis, seizures, vestibular signs, disorientation.

Urinary: Hematuria, polyuria, polydipsia, urinary incontinence, urinary tract infection, azotemia, acute renal failure, tubular abnormalities including acute tubular necrosis, renal tubular acidosis, glucosuria.

Behavioral: Sedation, lethargy, hyperactivity, restlessness, aggressiveness.

Hematologic: Immune-mediated hemolytic anemia, immune-mediated thrombocytopenia, blood loss anemia, epistaxis.

Dermatologic: Pruritus, increased shedding, alopecia, pyotraumatic moist dermatitis (hot spots), necrotizing panniculitis/vasculitis, ventral ecchymosis.

Immunologic or hypersensitivity: Facial swelling, hives, erythema.

In rare situations, death has been associated with some of the adverse reactions listed above.

To report a suspected adverse reaction call 1-866-683-0660.

DOSAGE AND ADMINISTRATION: Always provide Client Information Sheet with prescription. Carefully consider the potential benefits and risks of Carprofen Chewable Tablets and other treatment options before deciding to use Carprofen Chewable Tablets. Use the lowest effective dose for the shortest duration consistent with individual response. The recommended dosage for oral administration to dogs is 2 mg/lb of body weight daily. The total daily dose may be administered as 2 mg/lb of body weight once daily or divided and administered as 1 mg/lb twice daily. For the control of postoperative pain, administer approximately 2 hours before the procedure. Carprofen Chewable Tablets are scored and dosage should be calculated in half-tablet increments. Tablets can be halved by placing the tablet on a hard surface and pressing down on both sides of the score. Carprofen Chewable Tablets are palatable and willingly consumed by most dogs when offered by the owner. Therefore, they may be fed by hand or placed on food. Care should be taken to ensure that the dog consumes the complete dose.

EFFECTIVENESS: Confirmation of the effectiveness of carprofen for the relief of pain and inflammation associated with osteoarthritis, and for the control of postoperative pain associated with soft tissue and orthopedic surgeries, was demonstrated in 5 placebo-controlled, masked studies examining the anti-inflammatory and analgesic effectiveness of carprofen caplets in various breeds of dogs.

Separate placebo-controlled, masked, multicenter field studies confirmed the anti-inflammatory and analgesic effectiveness of carprofen caplets when dosed at 2 mg/lb once daily or when divided and administered at 1 mg/lb twice daily. In these 2 field studies, dogs diagnosed with osteoarthritis showed statistically significant overall improvement based on lameness evaluations by the veterinarian and owner observations when administered carprofen at labeled doses.

Separate placebo-controlled, masked, multicenter field studies confirmed the effectiveness of carprofen caplets for the control of postoperative pain when dosed at 2 mg/lb once daily in various breeds of dogs. In these studies, dogs presented for ovariohysterectomy, cruciate repair and aural surgeries were administered carprofen preoperatively and for a maximum of 3 days (soft tissue) or 4 days (orthopedic) postoperatively. In general, dogs administered carprofen showed statistically significant reduction in pain scores compared to controls.

ANIMAL SAFETY: Laboratory studies in unanesthetized dogs and clinical field studies have demonstrated that carprofen is well tolerated in dogs after oral administration.

In target animal safety studies, carprofen was administered orally to healthy Beagle dogs at 1, 3, and 5 mg/lb twice daily (1, 3 and 5 times the recommended total daily dose) for 42 consecutive days with no significant adverse reactions. Serum albumin for a single female dog receiving 5 mg/lb twice daily decreased to 2.1 g/dL after 2 weeks of treatment, returned to the pre-treatment value (2.6 g/dL) after 4 weeks of treatment, and was 2.3 g/dL at the final 6-week evaluation. Over the 6-week treatment period, black or bloody stools were observed in 1 dog (1 incident) treated with 1 mg/lb twice daily and in 1 dog (2 incidents) treated with 3 mg/lb twice daily. Redness of the colonic mucosa was observed in 1 male that received 3 mg/lb twice daily.

Two of 8 dogs receiving 10 mg/lb orally twice daily (10 times the recommended total daily dose) for 14 days exhibited hypoalbuminemia. The mean albumin level in the dogs receiving this dose was lower (2.38 g/dL) than each of 2 placebo control groups (2.88 and 2.93 g/dL, respectively). Three incidents of black or bloody stool were observed in 1 dog. Five of 8 dogs exhibited reddened areas of duodenal mucosa on gross pathologic examination. Histologic exam of these areas revealed no evidence of ulceration, but did show minimal congestion of the lamina propria in 2 of the 5 dogs.

In separate safety studies lasting 13 and 52 weeks, respectively, dogs were administered orally up to 11.4 mg/lb/day (5.7 times the recommended total daily dose of 2 mg/lb) of carprofen. In both studies, the drug was well tolerated clinically by all of the animals. No gross or histologic changes were seen in any of the treated animals. In both studies, dogs receiving the highest doses had average increases in serum L-alanine aminotransferase (ALT) of approximately 20 IU.

In the 52-week study, minor dermatologic changes occurred in dogs in each of the treatment groups but not in the control dogs. The changes were described as slight redness or rash and were diagnosed as non-specific dermatitis. The possibility exists that these mild lesions were treatment related, but no dose relationship was observed.

Clinical field studies were conducted with 549 dogs of different breeds at the recommended oral doses for 14 days (297 dogs were included in a study evaluating 1 mg/lb twice daily and 252 dogs were included in a separate study evaluating 2 mg/lb once daily). In both studies the drug was clinically well tolerated and the incidence of clinical adverse reactions for carprofen-treated animals was no higher than placebo-treated animals (placebo contained inactive ingredients found in carprofen). For animals receiving 1 mg/lb twice daily, the mean post-treatment serum ALT values were 11 IU greater and 9 IU less than pre-treatment values for dogs receiving carprofen and placebo, respectively. Differences were not statistically significant. For animals receiving 2 mg/lb once daily, the mean post-treatment serum ALT values were 4.5 IU greater and 0.9 IU less than pre-treatment values for dogs receiving carprofen and placebo, respectively. In the latter study, 3 carprofen-treated dogs developed a 3-fold or greater increase in (ALT) and/or (AST) during the course of therapy. One placebo-treated dog had a greater than 2-fold increase in ALT. None of these animals showed clinical signs associated with laboratory value changes. Changes in the clinical laboratory values (hematology and clinical chemistry) were not considered clinically significant. The 1 mg/lb twice daily course of therapy was repeated as needed at 2-week intervals in 244 dogs, some for as long as 5 years.

Clinical field studies were conducted in 297 dogs of different breeds undergoing orthopedic or soft tissue surgery. Dogs were administered 2 mg/lb of carprofen two hours prior to surgery then once daily, as needed for 2 days (soft tissue surgery) or 3 days (orthopedic surgery). Carprofen was well tolerated when used in conjunction with a variety of anesthetic-related drugs. The type and severity of abnormal health observation in carprofen- and placebo-treated animals were approximately equal and few in number (see Adverse Reactions). The most frequent abnormal health observation was vomiting and was observed at approximately the same frequency in carprofen- and placebo-treated animals. Changes in clinicopathologic indices of hematopoietic, renal, hepatic, and clotting function were not clinically significant. The mean post-treatment serum ALT values were 7.3 IU and 2.5 IU less than pre-treatment values for dogs receiving carprofen and placebo, respectively. The mean post-treatment AST values were 3.1 IU less for dogs receiving carprofen and 0.2 IU greater for dogs receiving placebo.

STORAGE: Store at controlled room temperature, 68-77°F (20-25°C).

HOW SUPPLIED: Carprofen Chewable Tablets are scored, and contain 25 mg, 75 mg, or 100 mg of carprofen per tablet. Each tablet size is packaged in bottles containing 60 or 180 tablets.

REFERENCES:

1. Baruth H, *et al:* In Anti-Inflammatory and Anti-Rheumatic Drugs, Vol. II, Newer Anti-Inflammatory Drugs, Rainsford KD, ed. CRC Press, Boca Raton, p. 33, 1986.

2. Vane JR, Botting RM: Mechanism of action of anti-inflammatory drugs. *Scand J Rheumatol* 25:102, pp. 9-21.

3. Grossman CJ, Wiseman J, Lucas FS, *et al:* Inhibition of constitutive and inducible cyclooxygenase activity in human platelets and mononuclear cells by NSAIDs and COX-2 inhibitors. *Inflammation Research* 44:253-257, 1995.

4. Ricketts AP, Lundy KM, Seibel SB: Evaluation of selective inhibition of canine cyclooxygenase 1 and 2 by carprofen and other nonsteroidal anti-inflammatory drugs. *Am J Vets Res* 59:11, pp. 1441-1446, November 1998.

5. Ceuppens JL, *et al:* Non-steroidal anti-inflammatory agents inhibit the synthesis of IgM rheumatoid factor *in vitro*. *Lancet* 1:528, 1982.

6. Ceuppens JL, *et al:* Endogenous prostaglandin E_2 enhances polyclonal immunoglobulin production by ionically inhibiting T suppressor cell activity. *Cell Immunol* 70:41, 1982.

7. Schleimer RP, *et al:* The effects of prostaglandin synthesis inhibition on the immune response. *Immunopharmacology* 3:205, 1981.

8. Leung KH, *et al:* Modulation of the development of cell mediated immunity: Possible roles of the products of cyclooxygenase and lipoxygenase pathways of arachidonic acid metabolism. *Int J Immunopharmacology* 4:195, 1982.

9. Veit BC: Immunoregulatory activity of cultured-induced suppressor macrophages. *Cell Immunol* 72:14, 1982.

10. Schmitt M, *et al:* Biopharmaceutical evaluation of carprofen following single intravenous, oral, and rectal doses in dogs. *Biopharm Drug Dispos* 11(7):585, 1990.

11. Kore AM: Toxicology of nonsteriodal and anti-inflammatory drugs. Veterinary Clinics of North America, *Small Animal Practice* 20, March 1990.

12. Binns SH: Pathogenesis and pathophysiology of ischemic injury in cases of acute renal failure. *Compend for Cont Ed* 16:1, January 1994.

13. Boothe DM: Prostaglandins: Physiology and clinical implications. *Compend for Cont Ed* 6:11, November 1984.

14. Rubin SI: Nonsteroidal anti-inflammatory drugs, prostaglandins and the kidney. JAVMA 188:9, May 1986.

15. Ko CH, Lange DN, Mendsager RE, *et al:* Effects of butorphanol and carprofen on the minimal alveolar concentration of isoflurane in dogs. JAVMA 217:1025-1028, 2000.

For a copy of the Material Safety Data Sheet (MSDS) call 1-866-683-0660. To report adverse reactions call Putney, Inc. at 1-866-683-0660.

ANADA #200-575, Approved by FDA

Manufactured for:
Putney, Inc.
Portland, ME 04101 USA
1-866-683-0660

PUTNEY

Rev. November 2014

TAKE TIME
OBSERVE LABEL DIRECTIONS

VetScan® Rapid Tests

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VetScan® **Rapid Tests**

Providing the flexibility you need

Single Tests for Vector-Borne and Fecal Diseases

The VetScan Rapid Test portfolio gives you more of what you want and less of what you don't want from a single, rapid test—more options, more confidence, less hassle, less waiting. VetScan Rapid Tests deliver exactly what you've come to know from Abaxis. The perfect balance of price and performance.

Fast, accurate, easy and affordable—It's a singularly better approach to rapids.

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: IFB MHJ0207

DATE ISSUED: February 27, 2017

COMMODITY CODE: 87500

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Marty James

Buyer II
Phone: (512) 974-3164
E-Mail: Marty.James@austintexas.gov

COMMODITY/SERVICE DESCRIPTION:
Veterinary Pharmaceuticals and Supplies

BID DUE PRIOR TO: 2:00 PM March 21, 2017

BID OPENING TIME AND DATE: 2:15 PM March 21, 2017

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation MHJ0207	Purchasing Office-Response Enclosed for Solicitation # IFB MHJ0207
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	3
0600	BID SHEET – Must be completed and returned with Offer	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: MWI Animal Health

Company Address: 3041 W Pasadena Drive

City, State, Zip: Boise, ID 83705

Federal Tax ID No.

Printed Name of Officer or Authorized Representative: Carol Howell

Title: Pricing Specialist Supervisor

Signature of Officer or Authorized Representative: Carol Howell

Date: 3/28/17

Email Address: mwibids@mwianimalhealth.com

Phone Number: 208-955-9547

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

Section 0700: Reference Sheet

Responding Company Name MWI Animal Health

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name see attached

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (____)_____ Fax Number (____)_____

   Email Address _____

2. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (____)_____ Fax Number (____)_____

   Email Address _____

3. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (____)_____ Fax Number (____)_____

   Email Address _____

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 19th day of May, 2017

CONTRACTOR MWI Veterinary Supply

Authorized Signature Pamela M Nielsen

Title Sr. Human Resources Business Partner

Section 0835: Non-Resident Bidder Provisions

Company Name MWI Animal Health

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: non-resident bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: Idaho

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer:

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	IFB MHJ0207
PROJECT NAME:	Veterinary Pharmaceuticals and Supplies

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No	X	**If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**
Yes		**If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

MWI Animal Health

Company Name

Carol Howell, Pricing Specialist Supervisor

Name and Title of Authorized Representative (Print or Type)

Carol Howell — 3/28/17

Signature — **Date**

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	IFB MHJ0207
PROJECT NAME:	Veterinary Pharmaceuticals and Supplies

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature **Date**

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code:		☐ Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code:		☐ Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: IFB MHJ0207 **Addendum No: 1** **Date of Addendum: March 20, 2017**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Questions:**

Q: What type of operating system or PIMS is used by the Animal Center today?

A: HLP – Chameleon

Q: In what system is the Animal Center inventory currently stored? Does the Animal Center extensively use the system? Are they currently using the system to generate and fulfill POs?

A: Currently, inventory is tracked manually. The Animal Center utilizes the City of Austin financial system to generate PO's.

Q: Does the Animal Center currently use a bar coding system in the interface today or are they trying to upgrade?

A: Currently, no, but the Animal Center is in the process of exploring a new shelter database package which could include a bar coding system.

Q: Does the Animal Center currently order electronically with bid holder/vendor through the barcode setup from their computer software or is the Animal Center ordering electronically through the vendor website?

A: Current orders are made through the vendor website.

Q: If the Animal Center is using a custom system (common for cities and universities) do they have an API or ability to get us data from their system?

A: Not currently, but the Animal Center would like this feature in a possible new shelter database.

Q: Are the bid sheet line items set up individually?

A: Yes, please bid as each or one dose each.

Q: Is pricing guaranteed for 12 months with no exceptions?

A: Yes, pricing must be guaranteed for 12 months, there are no exceptions for the first 12 months.

Q: Can exceptions be made to the solicitation terms and conditions?

A: Yes, contractors can bid on items and note deviations or exceptions to the terms, but this may disqualify bids if the proposal does not meet all of the items required on the bid sheet or in the scope of work.

Q: Can equivalents be bid?

A: Yes, equivalent items may be bid but will be ultimately be approved by the Animal Center. If equivalents are bid, the Animal Center may require samples at no cost for evaluation.

II. **Extension:** The proposal due date is hereby extended until **Thursday, March 30, 2017 at 2:00 PM.**

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 03-20-2017

Marty James, Procurement Specialist II
Purchasing Office, 512-974-3164

Date

ACKNOWLEDGED BY:

Carol Howell _____ 3/28/17

Name Authorized Signature Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

MWI Animal Health
AmerisourceBergen

MWI Animal Health
3041 W Pasadena Drive
Boise, ID 83705
www.mwianimalhealth.com
Phone: 208-955-9547

Past Performance:

Colorado State University
Purchasing
Fort Collins, CO 80523
Kathi LaFollette
Kathi.LAFOLLETTE@colostate.edu
970-491-5105

University of Tennessee
5723 Middlebrook Pike
Knoxville, TN
Brad New
bnew@tennessee.edu
865-974-3311

Texas Department of Criminal Justice
PO Box 4018
Huntsville, TX 77342
Jennifer Hayes
Jennifer.Hayes@tdcj.state.tx.us

Texas A&M
4457 TAMU
College Station, TX 77843
Christina Asim
c-asim@tamu.edu
979-845-3819

Hillsborough County
440 Falkenburg Rd
Tampa, FL 33619
Beth Derby
derbyb@hillsboroughcounty.org
813-276-2544

MWI Animal Health
AmerisourceBergen

MWI Animal Health

ADDENDUM 1:

MAND – Manufacturer has a mandatory price policy. – The manufacturer mandates the selling price. MWI cannot lock in a price without an option to change when the manufacturer changes the cost and pricing

4.2 Inventory Management System
see Why MWI for information on Inventory Management.

Why MWI?

Selection

All Major Vaccine and Pharmaceutical Manufacturers

Our lineup of more than 1,000 manufacturers features all the familiar names and more: Abaxis, Bayer, Boehringer, Ceva, Elanco, Ethicon, Medtronic (Covidien), Merck, Merial, Virbac and Zoetis. We also offer complete specialty product lines including orthopedics, oncology, ophthalmology, dermatology and emergency products.

All Species

We carry products for every type of veterinarian. Small animal, equine, beef and dairy cattle, swine and exotic practices know that they save time when ordering from us because, with more than 18,000 products to choose from, we have everything they need. We are also proud to offer a full line of VetOne® products including pharmaceuticals, clinic supplies, equipment and more.

Veterinary Prescription Diets

We are pleased to offer Purina Diets (Pro Plan and Pro Plan Veterinary), Hill's Diets (Prescription Diets and Science Diets), Blue Buffalo Veterinary Diets and Supreme Petfoods to our customers.

Controlled Substances

We can process your Schedule II and II N Controlled Substance Drug orders provided that we have a copy of your current DEA license and receive your order by one of the following methods:

- Completed DEA Form
- CSOS Electronic Ordering (Controlled Substance Order System)

Extensive Capital Equipment Selection

Anesthesia, monitoring, dentistry, radiology, orthopedics and lab equipment—you want it, we have it! Visit our Equipment Website to research the most popular products we offer.

CONTINUED ON NEXT PAGE

MWI® Animal Health
AmerisourceBergen

Exclusive Lines

MWI has exclusive distribution rights to several product lines and product brands. These products you can only find here!

Office Supplies

Access thousands of products from everyday items such as paper, toner and cleaning supplies all the way up to office furniture through MWI Office Supply™, an online store for MWI customers. In addition to MWI Office Supply, we also offer our customers a partnership discount with Office Depot®, giving you 10% off your Office Depot orders of office and cleaning supplies. Between MWI Office Supply and Office Depot, we make routine replenishment of your everday business supplies hassle-free.

Service

Reliable Information

MWI customers have access to many industry resources, such as the *Compendium of Veterinary Products* and *SDS Retrieval Service*. Log in to our website to view additional resources such as the *Compendium of Animal Supplements*, the *North American Companion Animal Formulary* and Product Recall page. And, when it comes to promotions, to assist you in taking advantage of the best offers available, we provide a monthly customer communication, *The Messenger*. It features practice management resources, new item announcements, and a comprehensive summary of all manufacturer programs. Additionally, because few practices have the time to monitor manufacturer rebate and free goods programs, we can help out there too. By consolidating your purchases through us, you maximize your program opportunities because we provide reliable tracking for you and accurate reporting to manufacturers.

Skilled Sales Team

We have more than 400 representatives in the field which means that your local contact is responsible for a limited geography and can, therefore, provide individualized attention to your needs. This results in the outstanding service on which we pride ourselves.

Convenient Ordering

We offer extended call center hours of 8 am – 9 pm EST weekdays and 10 am – 4 pm EST on Saturdays. With more than 200 call center representatives, long on-hold times won't slow you down! And, for 24/7 ordering, our website is available any time you are. Just call for a return tag if needing to send back an item.

Knowledgeable Equipment Specialists

Regional Equipment Specialists can offer the benefit of clinical experience and honest product reviews, so you are confident in selecting the ideal equipment for your needs and budget.

Trained Inventory Management Consultants

The cost of drugs, supplies and diets represents the second-highest expense for most veterinary hospitals. Understanding that our role as your supplier shouldn't end with simple order fulfillment, we have developed an Inventory Management Consulting (IMC) team to assist your hospital in improving your bottom line through solid inventory management. The IMC team also periodically conducts Inventory Workshops.

Free Next-Day Delivery

With over 23 strategically located warehouses across the United States, we are able to provide next-day service and later cut-off times in most areas. This just-in-time ordering enhances your inventory turns, cost control and cash management.

Not only do we get it to you efficiently but, at 99.9% fill rates, our customers enjoy the benefits of consistent supply and reliable delivery. And, because we process more than 15,000 orders through our warehouses daily, we enjoy shipping efficiencies that allow us to provide you with free shipping on all standard orders. The right product, when you need it, shipped to you at no charge—that's delivery service excellence. That's our standard.

800.824.3703 mwianimalhealth.com

AmerisourceBergen®

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-257296

Date Filed:
09/06/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
City of Austin
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Austin - Purchasing Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
NA170000218
Veterinary Pharmaceuticals and Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
MWI ANIMAL HEALTH	Boise, ID United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

LAURINA RIETZE NOTARY PUBLIC STATE OF IDAHO

Kimberly A Ward
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said PRICING ADMINISTRATOR, this the 6 day of September, 20 2017, to certify which, witness my hand and seal of office.

LAURINA RIETZE
RESIDING AT MERIDIAN IDAHO
COMMISSION EXPIRES 01/08/2022

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	LAURINA RIETZE	NOTARY PUBLIC