

[illegible]

I. EXECUTIVE BRIEF

8/12/11 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures					
Operating Costs		536,250			
External Revenues		(775,790)			
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact		(239,540)			

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Proposed Budget? Yes X No

Budget Account Exp No: Fund 0001 Department 660 Unit 2200 Object 3401
 Rev No: Fund 0001 Department 660 Unit 2200 Object 4640

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The operating costs of \$536,250 includes the following PetData contract fees: one time start-up fee \$1,000, fixed fee for each license tag sold \$3.85 (based on 125,000 tags), additional fee for each multiyear license tag sold (based on 1,000 tags), late fee for each license tag paid after expiration \$2.50 (based on 20,000 tags), replacement tag fee \$2.00 (based on 1,000 tags) The \$775,790 accounts for all receipts collected for license fees by PetData that will be deposited to the County.

There will be a budget amendment included in the first public hearing package to account for the increase from what is currently included in the budget for FY2012.

Departmental Fiscal Review: Stephanie Lepore

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 8/22/11
 OFMB
 8/24/11

[Signature] 8/24/11
 Contract Administration

B. Legal Sufficiency:

Anne O'Neil 8/24/11
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**CONTRACT FOR
ANIMAL LICENSING SERVICES
(Contract No. 11-077/MW)**

This Contract No. 11-077/MW is made as of this _____ day of _____, 2011, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and PetData, Inc., 1850 Crown Drive, Suite 1110, Farmers Branch, TX 75234, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide animal licensing services for the Public Safety/Animal Care & Control Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated July 7, 2011, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Keith Gainey, Financial Analyst III, telephone number (561) 233-1216 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Christopher Richey, President, telephone number (214) 821-3100.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A; (2) the provisions of RFP No. 11-077/MW and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated July 7, 2011; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on September 1, 2011, and complete all services by August 31, 2012, with four (4) twelve (12) month options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Five Hundred Thirty-Six Thousand Two Hundred Fifty Dollars (\$536,250.00).

The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONTRACTOR will bill the COUNTY the start- up fixed fee of One Thousand Dollars (\$1,000.00) upon completion of any necessary data conversions, software, technical setup, website establishment, or other services submitted to implement the Animal Licensing Services and upon COUNTY's approval and acceptance. The CONTRACTOR will bill the COUNTY for all other fees on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B, Revised Appendix A1, Animal Licensing Tags / Printing Renewal Notices / Online Payments, for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR or without cause upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR's employees or subcontractors are required under this Contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

1. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

2. The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
3. The CONTRACTOR incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONTRACTOR understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

4. The CONTRACTOR understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONTRACTOR agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.
5. The CONTRACTOR further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
6. After contract award, the successful CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.
7. The CONTRACTOR understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.
8. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the

CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Monique Williams, Buyer.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

- C. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- E. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, **to the extent allowable by the insurer**, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.
- G. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 17 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by

the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

ARTICLE 24 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity and expression.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Dianne Sauve, Director
Animal Care and Control, Palm Beach County
7100 Belvedere Road
West Palm Beach, FL 33411

If sent to the CONTRACTOR, notices shall be addressed to:

Christopher Richey, President
PetData, Inc.
1850 Crown Drive, Suite 1110
Farmers Branch, TX 75234

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS:

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have made and executed this Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COMMISSIONERS CONTRACTOR:

BY: _____
Karen T. Marcus, Chair

PetData, Inc.
Company Name

BY: Christopher A. Richey
Christopher Richey
President

SEAL

CORPORATE SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:

BY: Elissa Torretta
Print Name

BY: _____
Deputy Clerk

Elissa Torretta
Signature

BY: Nirja Joshi
Print Name

APPROVED AS TO TERMS
AND CONDITIONS:

Nirja Joshi
Signature

BY: Vincent Bonaventura
88

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By [Signature]
County Attorney

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 11-077/MW

4.1 PURPOSE OF THE PROJECT

Palm Beach County (COUNTY) is seeking a qualified and experienced CONTRACTOR to provide animal licensing services including, but not limited to, the processing and issuing of Palm Beach County Animal Care & Control (ACC) license tags.

4.2 CONTRACTOR's RESPONSIBILITY

The CONTRACTOR shall provide and maintain its chosen facility. The services are to be performed in a professional manner and a fixed fee shall be established for each license tag processed.

4.2.1 Licensing and Remittance

The CONTRACTOR shall:

- A. The CONTRACTOR shall be accountable for and shall assume all cost of shipping animal licenses supplies (tags, certificate books, return mailers) to the pet owners and participating veterinarians.
- B. Mail renewal notices to pet owners so as to be in compliance with State of Florida, (SOF) statute #828.30. SOF Statutes are located at www.leg.state.fl.us/statutes, and Palm Beach County Ordinance #98-22 which is located at www.pbcgov.com/publicsafety/animalcare. CONTRACTOR shall use ACC's licensing data, plus license information input into ACC's Chameleon database by the CONTRACTOR. Renewal notices shall include animal and owner information, license expiration date, vaccination requirements (if any), and instruction on ways to remit payment. Second notices, including a late fee (if applicable), shall be sent to pet owners if there is no payment received within thirty (30) days. Costs of postage and renewal notices shall be borne by the CONTRACTOR.
- C. Enter all new and renewal licenses and corresponding payment information into a COUNTY approved, dedicated database daily. CONTRACTOR's database shall reflect all information highlighted in yellow on the License & Rabies Vaccination Certificate - Attachment A to the Scope of Work/Services. This database must be compatible with ACC's Chameleon database and shall be provided by the CONTRACTOR.

- D. Issue replacement tags for a fee established by ACC. COUNTY fees are located at: <http://www.pbcgov.com/publicsafety/animalcare/snap.htm>.
- E. Establish an internet portal so that pet owners may pay online by credit card. Issue a "proof of payment" verification/verification number to owners who choose to pay online.
- F. Process and mail license tags to pet owners within ten (10) days of receipt of payment of the license fee and complete documentation as referenced in the License & Rabies Vaccination Certificate - Attachment A to the Scope of Work/Services.
- G. Deposit bank revenue collected for license fees on a daily basis into a separate COUNTY provided bank account set up solely for managing the license program revenue. Supply ACC with a copy of the previous days deposit record by noon of the following day. When depositing payments into the COUNTY provided bank account, the CONTRACTOR shall submit to the COUNTY a monthly invoice detailing payment due by the 15th of the following month. This invoice shall represent: (a) the actual fees and donations collected and deposited within that month, (b) proof of payment(s) made and (c) the previous monthly amount due to CONTRACTOR. The COUNTY will make every reasonable effort to provide payment within thirty (30) days of receipt of each invoice.
- H. CONTRACTOR shall make necessary changes in the database, upon approval by the ACC and forward these changes daily.

4.2.2 Veterinarians

- A. Veterinarians submit their license tag certificates on a monthly basis. CONTRACTOR shall receive and enter the veterinarians' license tag information (pet owner, pet info, medical info) within five (5) days of receipt. Veterinarians may submit rabies vaccination certificates in their own format provided all required COUNTY information is on the certificate or CONTRACTOR may use ACC's certificate (see Attachment A to Scope of Work/Services). Deposits shall be made in identical fashion as described under Licensing and Remittance, 4.2.1.G above. CONTRACTOR shall provide to veterinarians all necessary license tags, certificate books, and return mailers.
- B. CONTRACTOR shall notify ACC of veterinarian's offices that are selling licenses, but not sending in the correct payment or no payment at all.

- C. If veterinarians are selling the license tags but not submitting the correct payment, the CONTRACTOR shall create and submit a monthly invoice to the veterinarian's office requiring immediate payment, including any applicable late fees.
- D. CONTRACTOR shall be responsible for collecting all unissued tags from the veterinarians at the end of the calendar year. If the veterinarians cannot provide or account for the unused tags, the CONTRACTOR shall bill the veterinarians for the missing tags at the COUNTY's current fee of \$5.00 (COUNTY will notify CONTRACTOR of change in fee).
- E. Some veterinarians may provide vaccinations, but choose not to sell the license tags. The CONTRACTOR shall enter all vaccination information (pet owner, pet info, medical info) and issue a license tag notice to the pet owner within ten (10) days of receipt of a non-tag certificate. The CONTRACTOR shall provide to ACC for approval the wording and information on the notice that is to be mailed to the pet owner.
- F. There shall be no charge to the veterinarians for any assistance provided by the CONTRACTOR.

4.2.3 Reporting

- A. All data entered by the CONTRACTOR shall be made available for download into ACC's Chameleon database. CONTRACTOR shall provide up-to-date monthly reports to ACC detailing all facets of ACC's license tag program including, but not limited to, the following: revenue collected, unpaid tag notices, veterinarian balances, tag inventories, year to date totals, and other reports as requested. The format of the reports shall be mutually agreed upon and shall be submitted within five (5) days of the end of each month.
- B. CONTRACTOR shall provide a dedicated representative to respond to inquiries within one (1) business day.

4.2.4 Customer Service

CONTRACTOR shall:

- A. Provide a dedicated toll free telephone number to the public, with a customized greeting, for ACC.
- B. Communicate with ACC, veterinarians, and citizens by phone, mail and email as needed.

- C. Respond to telephone, voice mail, fax and email inquiries from ACC, veterinarians and citizens within 24 hrs., Monday through Friday, or no later than the next business day if received on a weekend or holiday.
- D. Conduct themselves in a professional and courteous manner when responding to inquiries from the public, veterinarians, and ACC staff.

4.2.5 Credit Card Payments and Online Renewal

CONTRACTOR shall establish and maintain a merchant account in order to accept credit card payments. CONTRACTOR shall be responsible for all fees and expenses associated with the merchant account.

4.2.6 Donations

CONTRACTOR shall establish a means for citizens to make donations to ACC at the time they purchase a pet license. CONTRACTOR shall remit donations as specified above in Section 4.2.1 G. and shall not collect a fee for this service. CONTRACTOR shall issue a receipt to the donor. Donations shall be reported separately.

4.2.7 Transfer of Contract/Data

Within five (5) days after termination of the Contract, the CONTRACTOR shall return all COUNTY supplies (tags, certificate books, return mailers) and transfer all data which shall become the sole property of the COUNTY.

4.3 COUNTY's RESPONSIBILITY

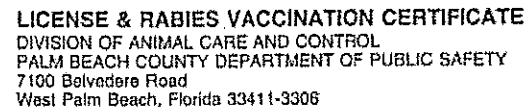
COUNTY shall provide:

- A. Animal licensing supplies, (tags, certificate books, return mailers), and the CONTRACTOR shall be accountable and assume responsibility for the cost of shipping said supplies to the pet owners and participating veterinarians.
- B. ACC rabies license tag fee(s) are established by a resolution approved by the Board of County Commissioners. Current fees can be viewed at: <http://www.pbcgov.com/publicsafety/animalcare/snap.htm>.
- C. ACC will designate the bank and deposit account number for deposit of all revenue collected for licenses fees.

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ATTACHMENT A
SCOPE OF WORK/SERVICES
Contract No. 11-077/MW

LICENSE & RABIES VACCINATION CERTIFICATE
(Consisting of 1 Page)



ANIMAL I.D. #: _____

PERSON I.D. #: _____

FOR INFORMATION
W. PALM BCH - (561) 233-1200
SO. COUNTY - (561) 276-1344
W. COUNTY - (561) 924-5655

NEW TAG ISSUED	YR.	NUMBER	
DATE ISSUED			

YR.	NUMBER
-----	--------

Failure to secure a tag within 30 days of expiration will require a \$10 late-fee

AGE. YR(S).	WEIGHT:	SPECIES		SEX:		ANIMAL NAME:	TATTOO NO.
		<input type="checkbox"/> DOG	<input type="checkbox"/> MALE	<input type="checkbox"/> MALE ALTERED			
AGE. MOS.		<input type="checkbox"/> CAT	<input type="checkbox"/> FEMALE	<input type="checkbox"/> FEMALE ALTERED			
PRIMARY BREED - PUREBRED		<input type="checkbox"/> YES	<input type="checkbox"/> NO	SECONDARY BREED:		COLORS	ELECTRONIC ID #

DATE VACCINATED							<input type="checkbox"/> 1 YR.	<input type="checkbox"/> 1M
VACCINATION EXPIRES							<input type="checkbox"/> 3 YR.	<input type="checkbox"/> 3/0
PRODUCER							<input type="checkbox"/> LIVE	
Vacc. Serial (lot) No.							<input type="checkbox"/> KILD	
VACCINE LOT EXPIRES								

Veterinarian's # _____ *License No.* _____

Signature _____

Address _____

City _____

OWNER INFORMATION				
OWNER'S NAME	LAST NAME		FIRST NAME	MI
ADDRESS	NO.	STREET	CITY	ZIP

TYPE OF LICENSE	AMOUNT
<input type="checkbox"/> NON-STERILIZED	
<input type="checkbox"/> NON-STER. FOR S.C.	
<input type="checkbox"/> STERILIZED	
<input type="checkbox"/> STER. FOR S.C.	
<input type="checkbox"/> REPLACEMENT	
<input type="checkbox"/> N/C-GUIDE / POLICE	
<input type="checkbox"/> GUARD DOG	
<input type="checkbox"/> DANGEROUS DOG	
<input type="checkbox"/> HANDLING FEE	
<input type="checkbox"/> LATE FEE	
<input type="checkbox"/> _____	
TOTAL	

HOME TELEPHONE ()
WORK TELEPHONE ()

WHITE: Animal Care and Control YELLOW: Owner PINK: Veterinarian GOLD: Duplicate Copy

REVISÉD 7/08

EXHIBIT B
CONTRACTOR'S PROPOSAL
Dated July 7, 2011
Contract No. 11-077/MW

(Consisting of 53 pages)

PetData Bid

RFP No. 11-077/MW

1850 Crown Drive, Suite 1110

Phone: (888) 738-3463

Farmers Branch, TX 75234

Fax: (888) 738-5556

Letter of Transmittal

Palm Beach County Animal Licensing Services

July 7, 2011

RFP NO. 11-077/MW

Monique Williams, Buyer

Palm Beach County Purchasing Department

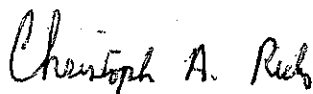
Dear Ms. Williams:

PetData, Inc., a corporation in the State of Texas, is responding to your Request for Proposal RFP No. 11-077/MW for Palm Beach County Animal Licensing Services. PetData has been providing animal licensing services to municipal agencies across the United States since 1994. Animal licensing is our only business, and to date we have issued over 4 million animal licenses. PetData utilizes its own staff at a single location to manage licensing programs for its clients, which we believe is the most cost-effective method, as well as offering the highest level of customer service to our clients. Therefore, PetData does not plan to use any subcontractors if awarded this contract.

This response includes data that shall not be disclosed outside the County, and shall not be duplicated nor used, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this proposer as a result of, or in connection with, the submission of this data, the County shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the County's right to use information contained in this data, if it is contained in another source without restriction.

All terms and conditions of this RFP are understood and acknowledged.

Sincerely,



Christopher Richey, President
PetData, Inc.

Phone: 214-821-3100
Email: crichey@petdata.com

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Experience and Qualifications

PetData is the largest animal licensing organization in the U.S. and is the only private company currently providing a comprehensive turnkey animal licensing program to municipalities. Presently, PetData manages rabies licensing programs for forty counties, cities and humane associations processing approximately 580,000 tags annually, and over 4 million total animal licenses since the company's founding. PetData is a member of the National Animal Control Association, Texas Animal Control Association, and the Florida Animal Control Association. Managing rabies licensing programs is our sole business and we dedicate 100% of our time and resources to managing and improving rabies licensing programs for our clients.

With over 16 years experience providing animal licensing services to municipalities, PetData has increased licensing for its clients, has reduced the cost of the program for its clients, and has renewed the vast majority of its contracts with clients. On average, our clients' licensing increases 42% after hiring PetData. For clients collecting rabies vaccination data from veterinarians, the average improvement is even higher, with a 72% increase in revenue. In addition to increasing revenue for our clients, PetData also lowers cost. Based on analyses conducted by several of our clients, PetData's fees are 40% to 60% lower than what a municipality spends to do the same service. Since 1994, 92% of PetData's contracts with clients have been renewed.

PetData has the experience and resources necessary to provide outstanding service to Palm Beach County. We have invested heavily in employee training. PetData's employees have the collective equivalent of 135 years experience running animal licensing operations on behalf of our clients.

References

PetData is currently managing the animal licensing programs for 40 municipalities in the United States, performing the same services as Palm Beach County is requiring. PetData mails license notices and tags, enters license and vaccination data, deposits payments, provides customer service

and online licensing, and reports monthly to the client. These services are provided for each of the references listed below.

All of PetData's staff are cross-trained to work with each of our clients so that adjustments can be made continually based on changing workflows. PetData adapts our staffing levels to meet the requirements of our clients, and all of our staff are available to work on the service areas for which they have been trained, such as data entry, mail processing, phones, etc.

Charlotte-Mecklenburg Animal Care & Control

PetData has been operating the animal licensing program for the areas served by the Charlotte-Mecklenburg Police Department since March 2005. The contract amount is \$228,500 annually, and the contract has been renewed annually.

Contact:

Mark Balestra

Phone: 704-336-4423

CMPD Animal Care & Control

Fax: 704-336-5709

8315 Byrum Dr

Charlotte, NC 28217

City of Albuquerque Animal Welfare Department

PetData has been operating the animal licensing program for the City of Albuquerque since September 2005, and the contract has been renewed each time it has come up for renewal. The annual contract amount is \$255,000.

Contact:

Michael Banuelos

Phone: 505-764-1125

City of Albuquerque Animal Welfare Division

Fax: 505-764-1165

8920 Lomas Blvd

Albuquerque, NM 87112

San Mateo County Health Department

PetData has been operating the animal licensing program for San Mateo County since January 2008, and the contract has been renewed each time it has come up for renewal. The annual contract amount is \$161,000.

Contact:

Pam Machado

Phone: 650-573-3726

San Mateo County Health Department

Fax: 650-573-2397

225 37th Ave

San Mateo, CA 94403

Project Approach

Since 1994, PetData has implemented approximately fifty rabies license tag programs on behalf of our clients. We have learned the questions that need to be asked, the processes that need to be implemented, and the timing required to make a transition and start-up phase goes as smoothly as possible. Based on our extensive experience, we developed a proprietary "Implementation Guide" that assists new clients throughout the entirety of the transition process. In addition, we develop our own internal Training Manual for every new client and spend a significant amount of time training our employees. Furthermore, since we don't use subcontractors or contract labor, we are able to maintain very high standards and ensure our employees are trained properly for each client.

A. Scope of Work

Technology Capabilities

Through PetData's web services, proprietary database, and innovation, PetData has maintained a technological edge in the area of animal licensing. Through PetLicense, PetData can allow online payments with upload of required documents. PetLicense is the first and only online licensing application to offer the upload option during the license payment process. Through PetAccess, approved users have secure access to licensing data anywhere they have internet access

without any additional fees or licenses required. User accounts can be provided to any municipal department which is permitted to view license data.

PetData's proprietary database is continually being enhanced to make the entire license process as efficient and transparent as possible. PetData's early adoption of check scanning technology has provided excellent customer service and financial tracking for all of our clients for many years, and is now providing the means to send Check21 files to banks electronically rather than taking paper checks to a local branch.

PetData staff understand the role that technology plays in improving services to our clients and to pet owners, as well as holding costs down so that we can save money for our clients. PetData is committed to looking for innovative ways to solve problems by integrating new technologies.

PetLicense Online Licensing

In addition to processing payments through the mail, PetData provides pet owners with the option to pay for a license online at our website: www.petdata.com. Payment is made via major credit card, and a convenience fee of \$1.95 is charged to the citizen per transaction to help defray PetData's cost of providing this option. Multiple pets may be licensed per transaction. This fee is not paid by the municipality and is optional for the pet owner. Pet owners may choose to mail in their payment and paperwork if they do not want to license online.

Credit Card Information Security/PCI Compliance

As a vendor that accepts payments via credit card, PetData is vigilant when it comes to the protection of that data. PetData does not store any personal credit card information at any time. Furthermore, PetData is fully in compliance with the Payment Card Industry Security Program (PCI) as defined by Visa and MasterCard. PetData further agrees that it will remain in compliance with the Payment Card Industry Security Program at all times.

As part of maintaining PCI Compliance, PetData undertakes a regular review of all security policies and procedures. Further, all public IP addresses, including websites and office WAN, are scanned regularly to identify any potential security threats.

PetAccess

PetData has developed PetAccess to provide password-protected, online access to license data. There is no additional charge to clients for PetAccess. This easy-to-use, browser-based application is secure to ensure that appropriate personnel in a municipality can access the data in a timely manner. PetAccess allows shelter and city staff to perform tag searches and look up licensing information by owner name, phone number, and address. Updates to the online system are made daily, and the system is available 24/7. In addition, PetAccess logins may be provided to Palm Beach County, Emergency Dispatch and/or other authorized departments that need immediate access to licensing information. PetAccess is an excellent way to provide a wide variety of personnel with access to licensing data via the Internet without having to access a shelter software application or to pay additional fees.

Software

Our technical expertise in animal licensing is unmatched. PetData has developed its own proprietary database solution developed specifically to manage all aspects of the licensing process. TAILS 2.0 (The Animal Information & Licensing System) is based on a powerful client-server database platform, and all animal licensing data is stored in this application. This proprietary solution has the necessary flexibility for customization to meet the specific needs of each municipal client, while also providing a standard data architecture for all licensing data.

TAILS 2.0 is the third-generation of our management software, and the product of thousands of hours in development and refinement. Key features include:

- ▶ Address Correction – Full support for USPS CASS address validation and NCOA update. Addresses are processed real-time during data entry to ensure accuracy of address information, and further verified against the USPS NCOA Move Database to maximize deliverability of mailings.
- ▶ Entry Validation – TAILS performs multiple levels of consistency checks for entered and imported data, ensuring enforcement of business rules and improving overall accuracy.

- ▶ Mailing History – Maintains a complete history of mailings sent to citizens, and provides extensive reporting on response rates which helps us to adjust mailing timetables to generate the highest rate of returns.

TAILS 2.0 is further capable of accessing external and remote data sources through industry-standard ODBC connectivity, as well as data import and export. Supported data formats include, but are not limited to XML, delimited text, DBF, and SQL dump. This capability facilitates the development of gateways between TAILS and shelter management packages.

TAILS is constantly being enhanced to maximize data accuracy and operational efficiency, which allows PetData to deliver a consistent, high-quality service.

Hardware

PetData's internal network consists primarily of Apple OS X workstations and Apple and IBM servers, connected via high-capacity switched Gigabit Ethernet over HP and Cisco switches, routers, firewalls, and access points. OS X was chosen for workstations for its ease-of-support and stability, which maximizes uptime and reduces support costs. Further, OS X is not vulnerable to large-scale attacks from Internet worms. Therefore, our networks have been completely unaffected by the many attacks which have crippled Windows-based computer networks.

Our servers utilize RAID storage for all critical data. This redundant system guarantees data retention and business continuity even in the event of hardware failures. Servers are equipped with redundant power supplies and protected with an enterprise-grade transformer-isolated uninterruptible power supply. The server room is physically secured, and the office facility is secured with electronic pass-key access.

Backup Systems

All databases are backed up twice during the working day. Nightly, all databases and key systems are backed up to high-capacity magnetic drives, which are set up in a 4-week rotation and stored off-site. Client data is also copied to secure cloud-based storage. This backup configuration

allows for recovery of the complete licensing database even in the event of a major failure or severe damage to our facilities.

Data Protection

PetData agrees that animal license data at all times belongs to the municipality and that at no point in time does PetData ever own the data. PetData will not use personal data collected on behalf of the municipality for any purposes other than those described in the included Scope of Services unless specifically directed by Palm Beach County. Furthermore, PetData specifically agrees that it will never sell, intentionally transfer or release personal data it has collected in fulfilling the terms of this contract to a third party.

Emergency Contingency Plan

To prevent loss in the case of fire, checks and data entry batches are contained overnight in fire-safe bins. In the event of emergency, web services would be uninterrupted as they are hosted offsite. Offsite data storage would also permit us to restore from full loss, and the maximum exposure would be one business day's worth of work. PetData's insurance would cover replacement of all equipment. We anticipate in the event of complete loss, we could be up and running on minimal systems within 2 business days. Customer service would be temporarily diverted to a third-party call center until trunk lines can be provisioned at a new office location, should that be required.

Daily Operations

Supplies

PetData shall provide supplies needed to administer the program including license receipts, applications and renewal forms. Palm Beach County shall supply license tags, certificate books and return mailers. PetData will also provide veterinarians and other authorized registrars with reasonable quantities of supplies necessary to sell license tags. Supplies will be printed in one color. All forms shall be customized to meet the needs of Palm Beach County and will be pre-approved by the County before they are used. Once approved, PetData will purchase supplies and distribute them to Palm

Beach County and purchase points as needed. Supply requests are mailed within 2 business days of request.

PetData will maintain an annual inventory of tag sequences distributed to each sales location. The inventory ensures that each location has a sufficient supply of tags to sell, that all tag numbers can be traced to the sales location in the event a pet is lost before the record has been sent to PetData, and that tag numbers cannot be duplicated in the database.

License Notices

Prior to the expiration of a license, PetData sends a renewal notice to pet owners who have previously licensed their pet. After the license expiration and any grace period allowed by ordinance, a second renewal notice is mailed to those who do not respond to the first notice. If necessary, a third notice is sent as well. Timing of the notices will be based on state and local ordinance requirements and best practices. When the second and third notices are sent, a fee for late licensing may be added, as per County ordinance.

Based on the vaccination records received from veterinarians, PetData mails out first billing notices to pet owners who have vaccinated but have not licensed their pets. If the pet owner has not responded within 45 days, PetData mails a second notice and a third notice after an additional 45 days. A late fee may be added to the second and third notices.

Pet owners who have not responded to the renewal or billing notices are reported to the County via an enforcement list that can be sorted by zip code, city and street address.

Daily Operations – Data Entry

PetData's data entry process has been highly refined over the years. Many of the rules and processes of a municipal licensing program are unique to the client and will be coded into the database so that entry will be as accurate and efficient as possible. Owner, pet, license and vaccination information is all captured, and vaccine fields such as the producer and serial number can be captured as well.

Several programming checks are also written in to prevent many kinds of errors. Data entry operators are well-trained and are monitored constantly for accuracy. Because accuracy is so important, each batch of records is also re-checked after data entry, and the total payments entered in the batch are reconciled with the check totals.

In addition to entry of license and vaccination records, PetData will also update addresses, owner and pet information, and the status of licenses in the case that a pet is deceased or given away.

Tag Mailings and Replacements

Two different types of mailings are generated from batches of mail depending on whether the application was complete or not. A tag receipt is generated for each completed license. A receipt and a tag are mailed in a window envelope within 10 business days of receiving correct payment and paperwork from the pet owner.

An exception letter is generated for each incomplete registration. PetData enters the record in the database with an exception code signifying what is needed for the owner to complete the license and receive a tag, and a letter is mailed to the pet owner. Meanwhile, the owner's check is deposited so that the County receives the money immediately.

PetData will also issue replacement license tags upon request for tags that have been lost, stolen or damaged, according to Palm Beach County procedures.

Daily Operations – Revenue Deposits

PetData deposits and accounts for all receipts collected for license fees in a manner approved by the client. We have implemented various methods of handling license revenue, and will work with Palm Beach County to ensure our deposit process meets your needs.

The recommended method for depositing payments is for pet owners to continue to make their checks payable to Palm Beach County. PetData would receive the checks along with the backup documentation such as the rabies certificate and proof of spay/neuter, scan the checks for audit and customer service purposes, endorse the checks, and deposit the checks into a County bank account at a local branch near PetData. Under this proposed structure, the County would provide the

endorsement stamp and deposit slips as well as any other reporting or deposit requirements. PetData will provide a deposit report to the County within one business day of making a deposit. The report may be customized to break out the revenue into different categories if needed.

In order to provide the highest level of accountability and customer service both to the County and to citizens, PetData scans and images all checks and money orders it receives. As a result, PetData can provide back-up data for all deposits of a municipality's revenue and can deliver the images on a CD-ROM upon request. PetData utilizes these images to verify citizen payments, to balance and reconcile all of the money that is deposited into the bank account and to provide excellent customer service to pet owners.

Veterinarian Participation and Reports

PetData has years of experience in interacting with veterinarians. Presently, PetData works with over 2,500 veterinary clinics across the United States. Working with veterinarians to gain their support and compliance with existing County ordinances is a team effort in conjunction with the County. The development of positive relationships between the County and the veterinary community is crucial to the success of a licensing program.

One of the most important issues for veterinarians is data privacy. Veterinarians want to make sure any data regarding their clients or their practice is confidential. PetData is familiar with Florida State Law which protects that data from being released to any third party, and PetData protects the confidentiality of the data the veterinary clinic submits.

For tag sales reports from veterinarians, PetData receives and verifies all records of tags sold, and can also receive and reconcile the payments for the sales if desired by the client. Tag sale records are typically entered within 10 business days of receipt. Invoices are sent to clinics which have not provided sufficient payment for their sales, and PetData works with clinics to reconcile any tag number discrepancies. PetData will notify the County of lack of payment or late reports from clinics.

PetData keeps an inventory of tag sequences at each sales location. PetData will work with the County to develop a means to account for unissued tags at the end of each calendar year. If clinics are

not accustomed to returning unissued tags by mail from past experience, some assistance from the County may be requested if a veterinary clinic objects to sending back their unused tags by mail.

For vaccination reports from veterinarians, PetData enters each record in our database for owners residing within the client's jurisdiction. The vaccination data will be used to inform residents who have not yet licensed their pet of the requirement to license and how to obtain the license. Notices based on vaccinations will be mailed on a timetable to be mutually agreed upon between PetData and the County in order to generate the highest response rates and lowest rate of customer service problems. In PetData's experience, mailing these notices too soon can result in a great deal of overlap with customers who may go elsewhere to purchase a tag in person, or mail in their application on their own after vaccination.

PetData will notify the veterinary clinic, the County, or both, regarding tag sales or vaccination reports that are not submitted on a timely basis.

Reports

Within 10 business days after the end of each month, PetData will submit a report of all licenses processed during the preceding calendar month. The license summary report will be customized for the needs of the County and will include at a minimum the counts of licenses sold, broken down by sales location and major license types, and will be in a format to be mutually agreed upon. The monthly invoice will be submitted along with the monthly reports, and additional reports such as deposit reports and veterinary clinic sales activity can also be provided on a monthly basis.

PetData's flexible and expandable software allows for reports based on a wide range of criteria. Reports may be generated either at a pre-determined interval or as requested by the client. Most reports can be provided within 5 business days, depending on the data requested.

Customer Service

PetData prides itself upon providing a high level of customer service, and does so in many different capacities. Our primary method of providing customer service is over the phone. PetData will provide a unique toll-free telephone number for Palm Beach County residents, with a customized

auto-attendant that provides answers to common licensing questions. The auto-attendant is available with basic registration instructions 24 hours a day, 7 days a week. Approximately 37% of all callers utilize this service during our regular work hours even though live operators are available. In addition, PetData can provide online access to licensing data 24 hours a day, 7 days a week via PetAccess, which can be made available to County dispatchers and other authorized personnel as requested by the County.

PetData has highly trained customer service representatives available to answer calls Monday through Friday, from 9 AM to 6 PM Eastern. Queries from Animal Service officers are responded to within fifteen minutes during business hours. Our highly sophisticated phone system has 23 phone lines, which virtually eliminates the possibility the citizen will be greeted with a busy signal. Their call will be met with the quality it deserves.

PetData also provides customer service online via our customized website. The website features answers to the most common questions of how to license a pet, such as the license fees, mailing address and required paperwork. Several feedback forms are available for citizens to submit changes of address, phone number, and the status of their pet or to ask us other questions. For veterinarians, we offer the ability to order applications and tags (if applicable) online as well.

Donations

PetData has established an easy way for people to make donations to their local animal shelter while they are paying for their license. Donations can be made through the mail along with a registration application. We also can provide citizens with the option to give a donation while they are paying for a license online. The donation amount will be broken out from the license fee on the tag receipt as a record of the donation. PetData will account for the donations and deposit the money as agreed upon with the County. A report listing each donation can be submitted along with the other monthly reports. The process is easy and secure, and PetData does not charge a fee for this service.

State and Local Laws

PetData will comply with all state and local laws governing animal rabies vaccinations and pet license programs, as may be amended from time to time. PetData will also provide continuing assistance and advice to Palm Beach County on updating and revising animal control codes as they pertain to licensing.

B. Report and Notice Samples

Sample Monthly Summary Report

Licensing Summary Report – City Name, ST
Activity from 04/01/08 through 04/30/08

Clinic	Clinic Name	1 Year			3 Year			Ferret License	License Total	Replacement & Transfer	Late Fees	Donations	Excep
		Intact	Altered	Senior	Intact	Altered	Senior						
PetData Corporate													
PET900	PETDATA MAIL	413	3,251	351	40	636	48	0	4,739	49	22	522	359
PetData Corporate		\$10,062.00	\$32,033.00	\$3,014.00	\$2,322.00	\$15,344.00	\$1,056.0	\$0.00	\$63,831.00	\$98.00	\$330.00	\$4,148.50	\$3,710.00
PET901	PETDATA ONLINE	8	89	1	0	23	1	0	122	0	0	8	2
		\$201.00	\$926.00	\$9.00	\$0.00	\$583.00	\$23.00	\$0.00	\$1,742.00	\$0.00	\$0.00	\$75.25	\$35.00
Subtotal PetData Corporate		421	3,340	352	40	659	49	0	4,861	49	22	530	361
		\$10,263.00	\$32,959.00	\$3,023.00	\$2,322.00	\$15,927.00	\$1,079.0	\$0.00	\$65,573.00	\$98.00	\$330.00	\$4,223.75	\$3,745.00
Municipal Locations													
PET800 ANIMAL SERVICES		64	105	2	0	0	0	0	171	0	0	0	0
		\$1,570.00	\$821.00	\$19.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,410.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Municipal Locations		64	105	2	0	0	0	0	171	0	0	0	0
		\$1,570.00	\$821.00	\$19.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,410.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL REGISTRATIONS		485	3,445	354	40	659	49	0	5,032	49	22	530	361
		\$11,833.00	\$33,780.00	\$3,042.00	\$2,322.00	\$15,927.00	\$1,079.60	\$0.00	\$67,983.00	\$98.00	\$330.00	\$4,223.75	\$3,745.00
TOTAL REVENUE												\$76,379.75	

Sample Invoice

PetData, Inc.
1850 Crown Drive, Ste 1110
Farmers Branch, TX 75234

Invoice

Date	Invoice #
1/31/2010	1148

City/County Name
Attn: Director
100 1st Ave
Place, ST 00000

Due Date		P.O. Number	Contract Number	
2/28/2010			2009-166	
Description	Mo/Year	Qty	Rate	Amount
Licenses Sold	Jan 2010	50	3.85	192.50
Replacement Tags		0	3.85	0.00
Late Fees Collected		2	2.50	5.00
License Fees			0.00	197.50
Thank you!			Total	\$197.50
Please Remit To:			Payments/Credits	\$0.00
PetData PO Box 141929 Irving, TX 75014-1929			Balance Due	\$197.50

214-821-3100 214-821-3108

Sample Deposit Report

Deposit Batch Report 10/15/08 - 10/22/08

Deposit Ref	Total Count	License	Penalty	Replace	Donation	Total \$\$	Exception
PET081014M	134	\$2,473.00	\$160.00	\$0.00	\$32.50	\$2,665.50	\$305.00
Totals	134	\$2,473.00	\$160.00	\$0.00	\$32.50	\$2,665.50	\$305.00

Sample Renewal Notice

LOGO

County Animal Licensing
c/o PetData
PO Box 141929
Irving, TX 75014-1929

OWNER NAME
ADDRESS
CITY STATE, ZIP

County Animal License Renewal

It's Time to Renew Your Pet's License

To purchase your license by mail:

1. Detach bottom portion and return with your payment.

2. Enclose a current rabies certificate for each pet whose vaccination has expired.

3. Enclose proof of spay/neuter for each pet if not already on file.

3. Make checks payable to County Animal Licensing.

4. Return in the envelope provided.

To purchase your license online:

Go to www.petdata.com and enter your zip code. Under License Now, click on "Online", read the instructions and follow the link to begin. Sign in using your reference number (below). A convenience fee will apply.

Pet Name	Ref No.	Color/Breed	Sex	Rabies Expire	Lic Expire	Fee Due
----------	---------	-------------	-----	---------------	------------	---------

Rabies Vaccination Certificate Required for Licensing

Total Due by <date>:

Annual License Fees:

Unaltered Pet.....\$ 11.00

Spayed or Neutered Pet (Proof Required)\$ 6.00

Late Fee (30 Days Late).....\$ 10.00

Please keep this portion for your records. License will be mailed within 10 business days of receipt of payment and rabies certificate.

For more information, call 1-800-xxx-xxxx or visit our website at www.petdata.com

Detach this portion and return with your payment To update your address or phone number, please write in the correct information.

Pet Name	Ref No.	Color/Breed	Sex	Rabies Expire	Lic Expire	Fee Due
----------	---------	-------------	-----	---------------	------------	---------

Rabies Vaccination Certificate Required for Licensing

Total Due*:

\$ <total due>

Donation:

\$ _____

* If postmarked after the due date, please add a late fee of \$10 for each pet.

Total Enclosed:

\$ _____

Return by mail with payment to:

County Animal Licensing
c/o PetData
PO Box 141929
Irving, TX 75014-1929

Home Phone

Altimate Phone

Owner <number>
Name
Address
City/State/Zip

If you have moved or no longer own one or more of the listed pets, please indicate this next to the pet and return to our office.

Sample Billing Notice

County Animal Licensing
c/o PetData
PO Box 141929
Irving, TX 75014-1929

Return Service Requested

Presorted
First-Class Mail
US Postage Pd.
Mailed From
Zip Code 75061
Permit #525

It's Time to Purchase
Your Pet's License

LOGO

First Class Mail
Courtesy Notice

THANK YOU for being a responsible pet owner by vaccinating your pet against rabies. This card is sent as a courtesy to remind you to purchase your pet's license. An annual pet license is required by County Code, and it is also a very important way to protect your pet. Licensed pets are far more likely to be returned to their homes if they become lost.

Instructions

If your pet has been spayed or neutered but you were billed for an unaltered license, please pay the lower fee of \$6.00 and submit proof of spay/neuter such as a signed statement from your veterinarian or a receipt for the surgery.

To purchase your pet's license online:

Go to www.petdata.com to purchase your pet's license. Required documents may be submitted online, by fax or by mail. A convenience fee will apply per transaction.

To purchase your pet's license by mail:

Please send (1) this card and (2) your check or money order made payable to County Animal Licensing. Please do not send cash. Mail to: County Animal Licensing
c/o PetData
PO Box 141929
Irving TX 75014-1929

License Fees

1 Year

Unaltered Pet.....\$11.00

Spayed/Neutered Pet.....\$6.00

Late Fee (30 Days Late).....\$10.00

If you would like to include a voluntary donation for County Animal Services, please indicate the amount here, and add it to your license fee.

\$ _____

If this pet is deceased or you no longer own the pet, please check the appropriate box and return to the Licensing Office.

☐ Pet is deceased

☐ I no longer own this pet

New Pet? Go online to purchase your pet's license at www.petdata.com or mail a copy of the pet's current rabies vaccination certificate and the appropriate payment to the mailing address on the left.

Questions? Call toll-free 1-800-xxx-xxxx or visit www.petdata.com

Front of Postcard

Back of Postcard

Sample Tag Receipt

LOGO

County Animal Licensing
c/o PetData
PO Box 141929
Irving, TX 75014-1929

Thank you for being a responsible pet owner!
Please keep this receipt as proof of your license.

License Expires _____

License Tag No. License Date Fee Paid

Rabies Vaccination Date Vaccination Expiration Date

Pet's Name Breed Color Sex

The following will be used to contact you in case your pet is found. Please call us or visit our website to update your information.

Home Phone Work Phone Alternate Phone

Email:

www.petdata.com ♦ 1-800-xxx-xxxx

Tag Receipt (1/3 Page)

Sample License Application

LOGO

County Animal License Application

County Ordinance requires all dogs and cats in the County to have a current rabies vaccination and County license.

County Animal Licensing
c/o PetData
PO Box 141929
Irving, TX 75014

Please Print Clearly and Fill in All Information

Owner Last Name Owner First Name

Residential Address (required) Apt/Loi

City State Zip

Mailing Address

Home Phone Work Phone

Species Breed (if unknown, list breed most resembles) Sex ☐ Spayed/Neutered
☐ Unaltered

Pet Name Color(s) Weight Age/Birthdate

Microchip #

Rabies Vacc. Date (Certificate Required if applying by mail) Vacc. Exp. Date

Vet Clinic Which Administered Rabies Vaccination

Annual License Fees:

Unaltered Pet ☐ \$11.00
Spayed/Neutered Pet (Proof Required) ☐ \$ 6.00
Late Fee (30 Days Late) ☐ \$10.00

Voluntary Donation \$ _____
Donations benefit animals in the care of the County.

Total Amount Enclosed \$ _____

Office Use Only: License Tag No. License Issue Date Amount Paid

License Sales Location

To License Your Pet by Mail: ☐ Complete this application, ☐ Enclose a copy of your pet's current rabies vaccination certificate, ☐ Enclose proof of spay/neuter if it is not indicated on the rabies certificate, ☐ Make your check or money order payable to County Animal Licensing (please do not send cash)
☐ Mail to: County Animal Licensing, c/o PetData, PO Box 141929, Irving TX 75014.
Paperwork will not be returned.

To License Your Pet Online: ☐ Go to www.petdata.com and enter your zip code. ☐ Under License Now, click "Online." The rabies certificate may be uploaded or submitted later by fax, mail or email. Pay with a major credit card. A convenience fee will apply per transaction. Multiple pets can be licensed in one transaction.

Questions? Call toll-free 1-800-xxx-xxxx or visit www.petdata.com

This form serves as a County license if valid tag number, purchase date and sales location are completed. 1st Copy - PetData 2nd Copy - Sales Location 3rd Copy - Pet Owner

License Application (1/2 Page, Triplicate)

20

C. County Resources Required For Project

Palm Beach County shall provide PetData animal licensing supplies, (tags packaged in an agreed upon format, certificate books, return mailers), and PetData will assume responsibility for the cost of shipping said supplies to the pet owners and participating veterinarians. The County shall provide deposit slips and endorsement stamp for the bank account it will provide for license payments. The County will also be responsible for providing historical data files to PetData, as well as ongoing data exports.

D. Timeline

The timeline for the project can be divided into two parts. The first phase is Implementation when PetData learns the details of the Palm Beach County licensing program, sets up customized operations for the County and coordinates the transition of the program. The second phase is Operations. During this phase, PetData is handling the daily operations of the Palm Beach County licensing program.

Implementation Phase

PetData allows for 60 days to import historical data, develop forms and materials, complete database coding for a new client's rules and procedures, and set up other systems such as phone and web services. In order to meet a start date of October 1st, the schedule below has been developed to ensure that PetData can officially take over the licensing program from the County as of October 1st.

Please note that timeline events listed below are typically dependent on prior events, so a delay in any one item will likely require some adjustments to succeeding items. For instance, PetData cannot begin drafting forms and text prior to receiving answers to the implementation questions.

July 22 - Bid is awarded.

July 25 - PetData requests data and sends implementation questions and a list of deliverables to County.

August 1 - County provides historical data file to PetData, and returns questions and other deliverables.

Note: The timeline for implementation is based on receiving the County's historical data after the bid award on July 22nd. If County is not able to provide historical data prior to official award by the Board of County Commissioners on August 30th, timing of the following items will be adjusted.

August 8 - PetData provides drafts of forms, phone text and website text for review.

August 15-19 - PetData and County coordinate any edits needed on forms and other drafts.

Ongoing through August and September - PetData works with County IT and Licensing staff to review and clean up historical data.

September 1-23 - PetData tests and completes data conversion, finishes database coding, phones and customer service website are set up.

September 26 - Incoming license mail to County is forwarded to PetData for processing.

October 3 - Online Licensing and Customer Service goes live on first business day of October.

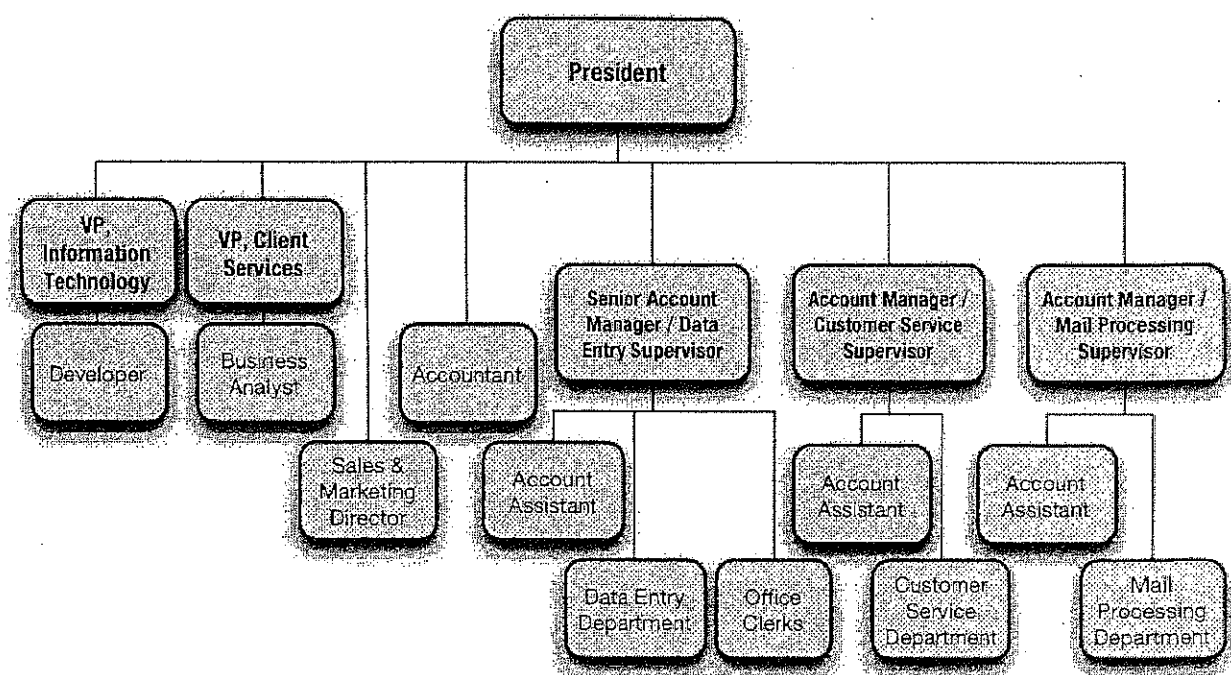
October 10 - PetData begins notice mailings.

Operational Phase

From November 1st through the remaining term of the contract, license activities will be performed on a timely basis according to the standards proposed in PetData's Response to RFP.

Key Personnel and Operations

A. Organizational Chart



B. Key Personnel - Experience and Qualifications

Marilee Seay, Vice President, Director of Client Services

Marilee Seay started with PetData 14 years ago in September 1997. As PetData’s Operations Manager for nearly 4 years, Marilee became very familiar with PetData’s internal processes and has assisted in developing greater efficiency in many areas. From PetData’s third animal licensing contract until now, she has either implemented or overseen the implementation of over 40 new clients. Each client has a different ordinance, structure and set of policies, and Marilee has gained a tremendous amount of experience working with various agencies and animal ordinances.

Brian Campbell, Vice President, Information Technology

Brian Campbell also started with PetData in September 1997, and has over 14 years experience designing data management systems. He currently oversees PetData’s entire information

architecture. He designed and wrote the proprietary system PetData uses to handle our client operations, administering animal licensing programs for agencies across the county.

Andrew Robinson, Senior Account Manager

Andrew Robinson started with PetData in 2000 as an Account Manager. Since 2005, he has been a Senior Account Manager handling many of our largest and most complex accounts. Based on the fact that Andrew is our most experienced Senior Account Manager with 11 years of experience, he would be assigned to the Palm Beach County account. He holds a degree in Management, and works closely with his accounts to provide the highest level of direct client services and customer support.

C. Staff Roles

Senior Project Manager

Marilee Seay, Vice President and Director of Client Services will be the Senior Project Manager assigned to the Palm Beach County contract. Ms. Seay manages the start-up phase for each new contract and is the senior contact for each of PetData's current clients, communicating daily with clients to assist with questions or needs. She will assist the County with process and procedural matters throughout the term of the contract and coordinate the delivery of monthly and ad hoc reports.

Senior Account Manager

Andrew Robinson will be the Senior Account Manager assigned to the Palm Beach County contract. Mr. Robinson will oversee the daily operations of the contract, ensuring that mailings go out on schedule and timetables are met, working directly with veterinary clinics to receive and reconcile tag reports, and handling customer service matters needing managerial assistance. Mr. Robinson will handle inquiries from the County related to veterinary clinic reports and customer service matters.

Senior Information Technology Manager

Brian Campbell, Vice President of Information Technology, oversees all technical aspects of client start-up and manages all clients' data on a daily basis. Mr. Campbell's responsibilities also include managing all technical and programming aspects of TAILS, PetLicense, and PetAccess. His

primary role in this project will be conversion and integration of the County's historical license data as well as ongoing data exports from the County for licenses sold in person at ACC.

D. Similar Projects

PetData has the experience and resources necessary to provide outstanding service to Palm Beach County. We have invested heavily in employee training, and PetData's employees have the collective equivalent of 135 years experience running animal licensing operations on behalf of our clients. By working with PetData, the County will not have to worry about hiring a company without direct experience in successfully running an entire animal licensing program. Mr. Campbell and Ms. Seay have performed similar roles for each client since 1997 and 1999 respectively, and Mr. Robinson has been working directly with some of the company's largest clients, in addition to veterinary clinics and pet owners, since 2005.

Financial/Business Stability

PetData is a corporation incorporated in the State of Texas since 1998, and registered to do business in Florida since 2000. No litigation, claims or contract disputes have been filed by or against PetData since the company was incorporated. Balance Sheets and Income Statements or the company's federal income tax returns will be submitted within 2 business days upon request of County as per RFP instructions.

Price Proposal Information

The Price Proposal appendices are attached, and below is additional information and explanation of optional services available to the County.

Online Convenience Fee

PetData charges a convenience fee of \$1.95 per transaction to the licensee, not to the City. The fee is only charged if the pet owner opts to license a pet online, and if the pet owner does not wish to pay the convenience fee, the owner may purchase a license through the mail. Multiple pets may be

licensed per transaction. PetData charges this fee to cover its cost for online payment acceptance. Since it is unknown what percentage of pet owners in a particular area will want to use the online option, we feel this is a better way to cover the cost of offering the service than to charge a one-size-fits-all fee to the County.

Startup Fee

PetData charges a one-time start-up fee to new clients. The purpose of the fee is to offset actual costs associated with data conversions, data clean-up, customized website development, establishment of a toll-free telephone line, and other client start-up development fees. The fee is only charged at the outset of a new contract, and is not charged for contract renewals or term extensions.

Pricing to Process Backlog

Animal licensing is a very time-consuming and labor-intensive program. Many agencies do not have the resources to meet the needs of their residents, much less have time for animal licensing. Therefore, it is difficult for an agency to allocate sufficient staff time to field the hundreds or thousands of phone calls related to animal licensing, to process the mail, to enter all of the records in the database and the many, many other tasks associated with running a successful animal licensing program. By hiring PetData to do all of these tasks, an agency's staff is freed up to provide more direct animal services to the community.

PetData understands that Palm Beach County may have a significant backlog of unprocessed animal licenses. Processing these licenses is crucial to a successful licensing program. To handle this backlog, PetData will accept all backlogged license applications, deposit payments, and enter data and process all licenses at our standard fee of \$3.85 per 1-year license issued.

Options for Payment of Fees

On a monthly basis, PetData will track all of the licenses sold for Palm Beach County. PetData will prepare a monthly report detailing the license types sold, the amount of each license, the location where licenses were sold and submit a Monthly Summary Report with an invoice. This documentation can be mailed, emailed, or faxed depending on the County's preference.

Once the invoice has been reviewed and approved by the County, the County may submit payment via electronic funds transfer. PetData can also accept a paper check, but the preferred method is to receive payment via ACH. PetData's payment terms are Net 30.

Optional Services with Additional Fees

The following fee(s) will apply only if Palm Beach County requests these services.

Establishment of PetData Banking Account for County

In the event the County chooses to have PetData establish a banking account at PetData's bank for deposit of revenue collected for County license fees, County will be responsible for all banking fees associated with such account.

Bank Deposit Mailing Fees

In the event that PetData is required to deposit money into Palm Beach County's bank account other than at a local branch in Irving, Texas, the cost to mail the deposits to the City's bank will be added to the invoice. (Note: PetData currently deposits money into the following banks on its clients' behalf: Bank of America, Chase, and Wells Fargo/Wachovia.)

Postal Box/Mail Forwarding Fee

In the event that the County requests PetData to establish a local post office box for mail collection and forwarding, the County will be billed for the costs of mailbox rental, mail forwarding and postage fees.

Lock Box Fees

In the event that Palm Beach County utilizes or requests a lockbox, any fees and costs associated with the lockbox, including the cost to forward mail to PetData from a lockbox, will be paid by the County.

Comments on Sample Contract

ARTICLE 13- INSURANCE REQUIREMENTS

B. Business Auto Liability.

PetData does not own or have any vehicles registered in our name, and PetData does not use any automobiles in order to conduct our business. Also, our Commercial General Liability Insurance provides coverage for Hired and Non-Owned automobiles. Consequently, we do not carry a separate Business Auto Liability policy.

D. Professional Liability.

We have discussed Professional Liability coverage with numerous insurance companies and they have all told us that Errors and Omissions insurance is not applicable to our business, and they would not be able to write a policy for us. The financial transactions that we handle on behalf of clients are small dollar amounts made payable directly to the client. The vast majority of checks written to Palm Beach County for an animal license would be for \$15.00. If these checks are written in the wrong amounts, we follow up to get the correct amount collected. The other financial transactions that we handle involve PetData submitting an invoice to a client with supporting documentation. If there is an error or omission on the report, PetData will correct the error. There is no third-party involved besides PetData and the client. For these reasons, this type of insurance is not applicable to animal licensing.

ARTICLE 14 – INDEMNIFICATION

PetData's attorney has reviewed the indemnification language and has requested the following changes:

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, ~~arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR~~ due to the negligence.

willful misconduct or breach of this CONTRACT by CONTRACTOR. However, CONTRACTOR's obligations under this Article shall not extend to any such claim, liability, loss, expense, cost, damage or cause of action to the extent arising out of the negligence, willful misconduct or breach of this CONTRACT by COUNTY or any of its agents, employees or elected officials.

Listing of Attachments and Appendices

Attachment 1 - Key Personnel Resumes

Amendment 1

Appendix A1 as revised by Amendment

Appendix A2

Appendix A3

Appendix B

Business Information

Corporation Statement

Appendix C - SBE Schedules

Schedule 1

**Schedules 2, 3A and 4 are not applicable as PetData does not use any subcontractors.*

Appendix D - Not applicable and not attached. PetData is located in Irving, Texas.

Appendix E - Drug Free Workplace

Appendix F - Disclosure of Ownership Interests

Exhibit A - Disclosure of Ownership Interests in Affiant

MARILEE SEAY

PROFILE

Substantial experience in operations and management of animal registration programs nationwide. Familiarity with municipal animal registration ordinances. Skills in contract oversight, service to clients and project management.

EXPERIENCE

VICE PRESIDENT, CLIENT SERVICES, PETDATA, 2003 - PRESENT

Work directly with municipal clients to implement and optimize their animal registration program; oversee the startup phase for each new client; prepare invoices and reports; provide quarterly feedback to clients regarding program results; manage internal projects; prepare budgets.

OPERATIONS MANAGER, PETDATA, 1999-2003

Manage data entry and customer service personnel; process reports from veterinary clinics; proof and reconcile entry batches; manage inventory of tags and supplies; track productivity and sales budgets.

DATA ENTRY OPERATOR, PETDATA, 1997-1999

Entry of rabies vaccination certificates and registration applications; processing mail; processing and mailing registration tags; proofing data entry; and providing customer service to pet owners.

OFFICE ASSISTANT, LYNN CARD CO., HUTCHINSON, MN 1995-1997

Entry of customized greeting card orders; invoicing; customer service; order packaging.

EDUCATION

UNIVERSITY OF MINNESOTA, MORRIS - BACHELOR OF ARTS, SOCIOLOGY, 1995-1997

EVANGEL COLLEGE, SPRINGFIELD, MO - 1993-1995

SKILLS

- 10+ years management experience
- 13 years experience with animal registration programs nationwide
- Skilled in Microsoft Office; TAILS (PetData's proprietary animal licensing database); InDesign; Quickbooks; and Filemaker Pro.
- Strong written and verbal communication skills
- Goal-oriented with attention to detail

Andrew Robinson

711 N Beckley Avenue, Dallas, TX 75203 214-673-6117

Education

B. S. Degree in Management, Missouri State University, Springfield, Missouri, 1996

Accomplishments

- At PetData, I have strived in my 11 years to be an advocate for change in streamlining processes to benefit the client/customer and a pioneer for our current turnaround time, billing and data capturing process. Highlights:
 - Within my first year at PetData, introduced and implemented a uniform turnaround time for all clients which is now a part of all contractual agreements.
 - Helped implement a structured monthly billing process, which has developed into our current system of monthly renewals, billings and past-due notices.
 - Ongoing commitment to capturing rabies vaccination data by continual contact with vet clinics has helped to increase licensing numbers each year for many of our clients.
 - Helped develop our current accounting system for balancing daily deposits for customer payments, which has significantly decreased customer service issues and the time it takes to resolve payment discrepancies.

Work Experience

Account Manager, PetData, Farmers Branch, Texas

August 2000-Present

- Provide direct client services, database management, billing services and customer support for municipality, animal control and humane organizations.
- Supervise the data entry department.
- Compose annual staff assessments and oversee ongoing staff development.
- Former Customer Service Manager: Supervised inbound calls and mail processing.

Store Manager, Family Christian Stores, Denton, Texas

October 1998-August 2000

- Hired, trained, and planned incentives for employees.
- Controlled shipping/receiving functions, directed inventories and ordered product.
- Directed sale set-ups, designed displays and delegated merchandising duties.

Store Manager, Van Heusen Corporation (Izod & Gant Divisions), Branson, Missouri

March 1997-May 1998

- Hired, trained, and scheduled employees.
- Directed semi-annual inventories and shipping/receiving functions and created displays and prepared sales and staffing budgets.

Community Involvement

ESL Instructor, Volunteer, Pre-GED School, Dallas, Texas

August 2009-May 2010

- Instructed and created lesson plans for the Intermediate Conversation Class.

Volunteer, BACH (Breakfast at Cathedral of Hope), Dallas, Texas

August 2008 to August 2009

- Served breakfast on Saturdays to 250 underprivileged and homeless individuals.

BRIAN J. CAMPBELL

2754 KELLER SPRING PL, CARROLLTON, TEXAS 75006

214-543-7498

BCAMPBELL@PETDATA.COM

OBJECTIVE

To continue a career developing and managing computer systems in order to maximize workplace efficiency and man-machine integration.

EXPERIENCE

PetData, Inc. (formerly SafetyNet, Inc.) 1997–Present

Vice President – Information Technology / Co-Founder

- Define and implement corporate technology strategy
- Develop and maintain all mission-critical systems and database applications
- Manage the installation, configuration and support of network servers, workstations, and networking hardware
- Direct development of corporate website, Intranet, Extranet, and e-commerce applications

The Rep Group 1997

Operations Manager

- Support outside sales force in 14 states for emerging company
- Develop and maintain Access and Excel database solutions for client, prospect, and sales management
- Provide PC training, support and maintenance for sales force
- Provide customer service and technical product support to 600+ dealer base
- Telemarketing and sales support, including coordination of sales efforts with manufacturers
- Develop office procedures for all aspects of operations, technical and non-technical

Rich Music Etc, Inc. 1995–1997

General Manager

- Responsible for all aspects of store operations including Sales, Information Systems, Purchasing, Accounting, Personnel, Customer Service, and Technical Support
- Install, customize and support retail POS system
- Develop and maintain retail web presence
- Increased annual gross sales from \$1.2M to \$3.4M in 2 years

The Rep Group 1997

Operations Manager

- Support outside sales force in 14 states for emerging company
- Develop and maintain Access and Excel database solutions for client, prospect, and sales management
- Provide PC training, support and maintenance for sales force

- Provide customer service and technical product support to 600+ dealer base
- Telemarketing and sales support, including coordination of sales efforts with manufacturers
- Develop office procedures for all aspects of operations, technical and non-technical

TECHNICAL

- Operating Systems: Win NT/2003/XP, Mac OS, UNIX/Linux
- Networking: Win NT/2003 Server, MacOS, TCP/IP, IPSEC VPN, Firewalls, Routers, Switches
- Database Applications: 4th Dimension, MySQL, MS Access & MSSQL Server, Filemaker Pro
- Programming: C, Visual Basic, RealBasic, SQL, Java
- Internet: PHP, ASP, Apache, HTML, Perl, CGI, XML, Javascript, SOAP/Webservices
- Install, configure and troubleshoot PC and Macintosh hardware, software, and networking equipment, including LAN, WAN, and Internet

SOFT SKILLS

- Problem-solving and organization
 - Strong communications: one-on-one, telephone, and written
 - Extensive experience in customer support and training
 - Ability to communicate technical concepts to average non-technical user
-

AMENDMENT NO. 1 to
RFP No. 11-077/MW
Page 4 of 4

All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 11-077/MW and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.

Donna Pagel
Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

Pet Data, Inc
COMPANY NAME

Christopher A. Richey
SIGNATURE

July 8, 2011
DATE

**REVISED APPENDIX A1
PRICE PROPOSAL PAGES
RFP NO. 11- 077/MW**

ANIMAL LICENSING TAGS / PRINTING RENEWAL NOTICES / ONLINE PAYMENTS

Page 1 of 3

Submit this Appendix A1 (pages 1 - 3) to be considered for award of Animal Licensing Tags/Printing Renewal Notices/Online Payments.

The following price proposal is submitted as the all inclusive pricing to provide the Animal Care & Control Division of the Public Safety Department with certain limited services for the supplying, issuing, revenue collection, and reporting of a rabies license tag program designed for Palm Beach County Animal Care & Control.

If no fee is to be applied, enter N/A or "not applicable".

Component	Description	*Estimated Quantity	x	Fixed Fee	Extended Amount
1.	<p>a. Start-up Fee (if applicable) – shall include any necessary data conversions, software, technical setup fees, website establishment, or other fees as submitted. Please describe in detail.</p> <p>b. Annual Fee (if applicable) – shall include any fees associated with support, maintenance, software upgrades, or other fees as submitted. Please describe in detail.</p>	1	x	\$ <u>1,000.00</u> (one time fee)	\$ <u>1,000.00</u> (one time fee)
		1	x	\$ <u> </u> /yr.	\$ <u> </u> /yr.
2.	<p>A fixed fee for each license tag sold. This fee shall cover the cost of:</p> <ul style="list-style-type: none"> • Printing first and second (if necessary) renewal notices • Receiving and entering payments, including checks, credit card payments, and online payments • Receiving renewal notices • Entering all data, vaccinations, and pet medical information • Mailing of newly issued license tags. 	125,000/tags	x	\$ <u>3.85</u> /ea.	\$ <u>481,250.00</u>

REVISED APPENDIX A1
PRICE PROPOSAL PAGES
RFP NO. 11- 077/MW

ANIMAL LICENSING TAGS / PRINTING RENEWAL NOTICES / ONLINE PAYMENTS

Page 2 of 3

Component	Description	*Estimated Quantity	x	Fixed Fee	Extended Amount
3.	Additional fee for each multiyear license tag (if applicable).	1,000 license tags	x	\$ <u>2.00</u> /ea. per additional year	\$ <u>2,000.00</u>
4.	A fixed fee for each late fee per license tag which is paid after the expiration date of the rabies vaccination. County's current Late Fee: \$10.00 per license tag.	20,000 license tags	x	\$ <u>2.50</u> /ea.	\$ <u>50,000.00</u>
5.	A fixed fee for each replacement license tag issued. County's current Replacement License Fee: \$5.00 per license tag	1,000 license tags	x	\$ <u>2.00</u> /ea.	\$ <u>2,000.00</u>
6.	Additional fees. Please describe: <u>Online Convenience Fee*</u> <u>*See page 25 of RFP data</u> <u>Proposal</u>	_____	x	\$ <u>1.95</u> per transaction	\$ <u>0</u> optional charge to licensee, not to County
7.	**TOTAL PROPOSED PRICE FOR ANIMAL LICENSE TAGS / PRINTING RENEWAL NOTICES AND ONLINE PAYMENTS				\$ <u>536,290</u>

*The quantities listed are estimates only, and are given for the information of proposers and for the purpose of proposal evaluation. They do not indicate nor are they a commitment for the actual quantity of services that will be ordered or that may be required to meet the specifications in the Scope of Work/Services.

**The Total Proposed Price for Animal License Tags and Printing Renewal Notices is for evaluation purposes only and shall be used to determine the points for evaluation.

REVISED APPENDIX A1
PRICE PROPOSAL PAGES
RFP NO. 11- 077/MW

ANIMAL LICENSING TAGS / PRINTING RENEWAL NOTICES / ONLINE PAYMENTS

Page 3 of 3

- a. This pricing is current, accurate complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT:

FAILURE TO SUBMIT THESE PAGES WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Christopher A. Richey
TITLE: President
COMPANY: PetData, Inc.
ADDRESS: 1850 Crown Dr. #1110
CITY/STATE/ZIP: Farmers Branch TX 75234-9444
TELEPHONE NO. 214-821-3100
SIGNATURE: Christopher A. Richey

Please affix corporate seal or have proposal notarized.

Notary-Full Name (Notary Expiration & Seal)
Date: _____
OR:
(Corporation seal)

APPENDIX A2 **PRICE PROPOSAL PAGES** **RFP NO. 11- 077/MW**

ANIMAL LICENSING TAGS AND ONLINE PAYMENTS

Page 1 of 3

<p>Submit this Appendix A2 (pages 1 - 3) to be considered for the award of Animal Licensing Tags And Online Payments.</p>
--

The following price proposal is submitted as the all inclusive pricing to provide the Animal Care & Control Division of the Public Safety Department with certain limited services for the supplying, issuing, revenue collection, and reporting of a rabies license tag program designed for Palm Beach County Animal Care & Control.

If no fee is to be applied, enter N/A or "not applicable".

Component	Description	*Estimated Quantity	x	Fixed Fee	Extended Amount
1.	<p>a. Start-up Fee (if applicable) – shall include any necessary data conversions, software, technical setup fees, website establishment, or other fees as submitted. Please describe in detail.</p> <p>b. Annual Fee (if applicable) – shall include any fees associated with support, maintenance, software upgrades, or other fees as submitted. Please describe in detail.</p>	1	x	\$ <u>1,000.00</u> (one time fee)	\$ <u>1,000.00</u> (one time fee)
		1	x	\$ <u> </u> /yr.	\$ <u> </u> /yr.
2.	<p>A fixed fee for each license tag sold. This fee shall cover the cost of:</p> <ul style="list-style-type: none"> • Receiving and entering payments, including checks, credit card payments, and online payments • Receiving renewal notices • Entering all data, vaccinations, and pet medical information • Receiving and entering payments - checks and credit cards • Mailing of newly issued license tags. 	125,000/tags	x	\$ <u>3.85</u> /ea.	\$ <u>481,250.00</u>

**APPENDIX A2
PRICE PROPOSAL PAGES
RFP NO. 11- 077/MW**

ANIMAL LICENSING TAGS AND ONLINE PAYMENTS

Page 2 of 3

Component	Description	*Estimated Quantity	x	Fixed Fee	Extended Amount
3.	Additional fee for each multiyear license tag (if applicable).	1,000 license tags	x	\$ <u>2.00</u> /ea. per additional year	\$ <u>2,000.00</u>
4.	A fixed fee for each late fee per license tag which is paid after the expiration date of the rabies vaccination. County's current Late Fee: \$10.00 per license.	20,000 license tags	x	\$ <u>2.50</u> /ea.	\$ <u>50,000.00</u>
5.	A fixed fee for each replacement license tag issued. County's current Replacement License Fee: \$5.00 per license	1,000 license tags	x	\$ <u>2.00</u> /ea.	\$ <u>2,000.00</u>
6	Additional fees. Please describe: <u>Online Convenience Fee*</u> <u>*See page 25 of PetData Proposal</u>		x	\$ <u>1.95</u> per transaction	\$ <u>0</u> optional charge to licensee
7. **TOTAL PROPOSED PRICE FOR ANIMAL LICENSE TAGS AND ONLINE PAYMENTS:					\$ <u>536,250</u>

*The quantities listed are estimates only, and are given for the information of proposers and for the purpose of proposal evaluation. They do not indicate nor are they a commitment for the actual quantity of services that will be ordered or that may be required to meet the specifications in the Scope of Work/Services.

**The Total Proposed Price for Animal License Tags and Online Payments is for evaluation purposes only and shall be used to determine the points for evaluation.

**APPENDIX A2
PRICE PROPOSAL PAGES
RFP NO. 11- 077/MW**

ANIMAL LICENSING TAGS AND ONLINE PAYMENTS

Page 3 of 3

- a. This pricing is current, accurate complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT:

FAILURE TO SUBMIT THESE PAGES WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Christopher A. Richey
TITLE: President
COMPANY: PetData, Inc.
ADDRESS: 1850 Crawley Dr. #1110
CITY/STATE/ZIP: Farmers Branch TX 75234-9444
TELEPHONE NO. 214-821-3100
SIGNATURE: Chris A. Richey

Please affix corporate seal or have proposal notarized.

Notary-Full Name

(Notary Expiration & Seal)

Date: _____

OR:

(Corporation seal)

**APPENDIX A3
PRICE PROPOSAL PAGES
RFP NO. 11- 077/MW**

ANIMAL LICENSING TAGS

Page 1 of 3

Submit this Appendix A3 (pages 1 - 3) to be considered for the award of Animal Licensing Tags.

The following price proposal is submitted as the all inclusive pricing to provide the Animal Care & Control Division of the Public Safety Department with certain limited services for the supplying, issuing, revenue collection, and reporting of a rabies license tag program designed for Palm Beach County Animal Care & Control.

If no fee is to be applied, enter N/A or "not applicable".

Component	Description	*Estimated Quantity	x	Fixed Fee	Extended Amount
1.	<p>a. Start-up Fee (if applicable) – shall include any necessary data conversions, software, technical setup fees, website establishment, or other fees as submitted. Please describe in detail.</p> <p>b. Annual Fee (if applicable) – shall include any fees associated with support, maintenance, software upgrades, or other fees as submitted. Please describe in detail.</p>	1	x	\$ <u>1,000.00</u> (one time fee)	\$ <u>1,000.00</u> (one time fee)
		1	x	\$ <u>—</u> /yr.	\$ <u>—</u> /yr.
2.	<p>A fixed fee for each license tag sold. This fee shall cover the cost of:</p> <ul style="list-style-type: none"> • Receiving renewal notices • Entering all data, vaccinations, and pet medical information • Receiving and entering payments - checks and credit cards • Mailing of newly issued license tags. 	125,000/tags	x	\$ <u>3.85</u> /ea.	\$ <u>481,250.00</u>

**APPENDIX A3
PRICE PROPOSAL PAGES
RFP NO. 11- 077/MW
ANIMAL LICENSING TAGS**

Page 2 of 3

Component	Description	*Estimated Quantity	x	Fixed Fee	Extended Amount
3.	Additional fee for each multiyear license tag (if applicable).	1,000 licenses tags	x	\$ <u>2.00</u> /ea. per additional year	\$ <u>2,000.00</u>
4.	A fixed fee for each late fee per license tag which is paid after the expiration date of the rabies vaccination. County's current Late Fee: \$10.00 per license.	20,000 licenses tags	x	\$ <u>2.50</u> /ea.	\$ <u>50,000.00</u>
5.	A fixed fee for each replacement license tag issued. County's current Replacement License Fee: \$5.00 per license	1,000 licenses tags	x	\$ <u>2.00</u> /ea.	\$ <u>2,000.00</u>
6.	Additional fees. Please describe.	<u>N/A</u>	x	\$ <u>N/A</u>	\$ <u>N/A</u>
7.	TOTAL PROPOSED PRICE FOR ANIMAL LICENSE TAGS				\$ <u>53,250.00</u>

*The quantities listed are estimates only, and are given for the information of proposers and for the purpose of proposal evaluation. They do not indicate nor are they a commitment for the actual quantity of services that will be ordered or that may be required to meet the specifications in the Scope of Work/Services.

**The Total Proposed Price for Animal License Tags and Online Payments is for evaluation purposes only and shall be used to determine the points for evaluation.

**APPENDIX A3
PRICE PROPOSAL PAGES
RFP NO. 11-077/MW**

ANIMAL LICENSING TAGS

Page 3 of 3

- a. This pricing is current, accurate complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT:

FAILURE TO SUBMIT THESE PAGES WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Christopher A. Richey
TITLE: President
COMPANY: PetData, Inc.
ADDRESS: 1850 Crown Dr. #1110
CITY/STATE/ZIP: Farmers Branch TX 75234-9444
TELEPHONE NO. 214-821-3100
SIGNATURE: Christopher A. Richey

Please affix corporate seal or have proposal notarized.

Notary-Full Name

(Notary Expiration & Seal)

Date: _____

OR:

(Corporation seal)

**APPENDIX B
BUSINESS INFORMATION
RFP NO. 11-077/MW**

Full Legal Name of Entity: PetData, Inc.
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 1850 Crown Dr. Suite 1110
Farmers Branch, TX 75234-9444

Telephone Number: (214) 821-3100 Fax Number: (214) 821-3106
Form of Entity (check one and complete the appropriate entity statement attached hereto)

- ☒ Corporation (Complete forms page(s) 54)
☐ Limited Liability Company (Complete forms page(s) 55)
☐ Partnership, General (Complete forms page(s) 55)
☐ Partnership, Limited (Complete forms page(s) 56)
☐ Joint Venture (Complete forms page(s) 57)
☐ Sole Proprietorship

Federal I.D. Number: _____

(1) If Proponent is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proponent (subsidiary) and not as to parent company.

(2) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate Proponent's business entity statement.

Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If yes to the above, as of what date? 7/25/2000

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: Christopher A. Richey

NAME (PRINT): Christopher A. Richey

TITLE: President

COMPANY: PetData, Inc.

CORPORATION STATEMENT

If a Corporation, answer the following:

1. When incorporated? 10.27.98
2. Where incorporated? TX
3. The Corporation is held:
☐ Publicly ☒ Privately
4. Has the Corporation previously offered Animal Licensing Services of similar size (as stated in the RFP) in the state of Florida?
☒ yes ☐ no
If yes, indicate Date: 6/00 - 11/05 Location: City of Jacksonville
5. Furnish the name, title, and address of each director, officer, principal manager and how long each has been employed.
6. Attach a copy of the Corporate Certificate from the Secretary of State.
7. Attach Credit references.

CORPORATION STATEMENT

#5 - Name, title, and address of each director, officer, principal manager and how long each has been employed.

#7 - Credit References

Directors

Ray Cabillot
14031 Greenway Ave
Prior Lake, MN 55372

John H. O'Connor
35 Wilmot Center Rd.
Wilmot, NH 03287

Ralph S. O'Connor
10000 Memorial Drive #510
Houston, TX 77024

Christopher A. Richey, Chairman
2338 Clearspring Drive N
Irving, TX 75063

Robert L. Richey
8020 Tangletree Way
Roswell, GA 30075

Dr. John Vandermeer
5323 N. Central Expressway
Dallas, TX 75205

Officers

Christopher A. Richey, President
2338 Clearspring Drive N
Irving, TX 75063
Employed Since 6/1/1991

Brian Campbell, Vice President
2754 Keller Springs PL
Carrollton, TX 75006
Employed Since 9/15/1997

Marilee Seay
3201 Vassar Dr
Irving, TX 75062
Employed Since 9/8/1997

Principal Manager

Andrew Robinson
711 N. Beckley Ave. #103
Dallas, TX 75203
Employed Since 8/28/2000

Credit References

American Solutions for Business
PO Box 1450
Minneapolis, MN 55485-7794
Phone: (800)-714-7288

Hasco Tag Company
1101 Second Ave
Dayton, KY 41074
Phone: (800)-860-6300

Special Mail Services
2505 Texas Dr #104
Irving, TX 75062
Phone: (972)-570-5101



FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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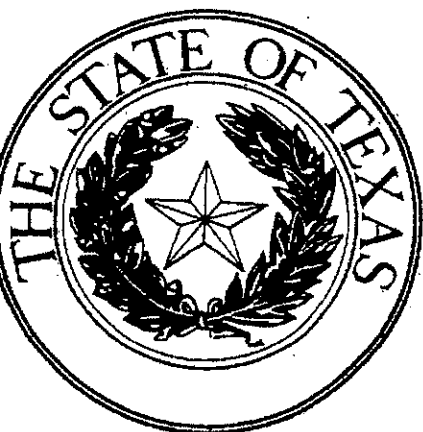
The State of Texas

SECRETARY OF STATE


IT IS HEREBY CERTIFIED that
Articles of Incorporation of

PETDATA, INC.
File No. 1510791-0

were filed in this office and a certificate of incorporation was issued to this corporation,
and no certificate of dissolution is in effect and the corporation is currently in existence.



*IN TESTIMONY WHEREOF, I have hereunto
signed my name officially and caused to be
impressed hereon the Seal of State at my office in
Austin, Texas on July 14, 2000.*

 DLM

Elton Bomer
Secretary of State

APPENDIX C
SBE SCHEDULES 1, 2, 3(A), & 4
RFP NO. 11-077/MW

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Animal Licensing Services
 NAME OF PRIME BIDDER: PetOute, Inc.
 CONTACT PERSON: Chris Richey
 BID OPENING DATE: July 13, 2011

PROJECT NO. OR BID NO.: RFP No. 11-077/MW
 ADDRESS: 1850 Crown Dr. # 1110
 PHONE NO.: 214-821-3100 FAX NO.: 214-821-3106
 DEPARTMENT: _____

Please list the dollar amount or percentage of work to be completed by the prime on this project.
 Please also list the dollar amount or percentage of work to be completed by all subcontractors on the project.

SBE	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE						
Name, Address and Phone Number	Minority Business Business	Small	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2. <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3. <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4. <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5. <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price\$ \$ 536,250 Total SBE - M/WBE Participation \$ 0.00

- Note:
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 11-077/MW

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Christopher A. Richey the
(Individual's Name)
President of PetData, Inc.
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Christopher A. Richey 7.8.11
Signature Date

**APPENDIX F
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 11-077/MW**

TO: **PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day personally appeared Christopher A. Richey, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[] an individual or
[x] the President of Petofuta, Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 1850 Crown Dr. #1110
Farmers Branch TX 75234

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

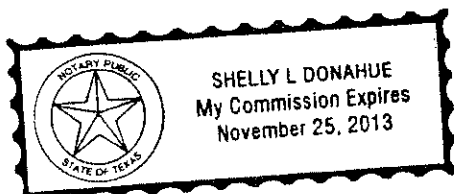
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Ch. A. R.
Christopher A. Richey, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 8th day of July, 2011, by Christopher Alan Richey, [] who is personally known to me or [x] who has produced TX 0214186174 as identification and who did take an oath.



Shelly L. Donahue
Notary Public
Shelly L. Donahue
(Print Notary Name)
State of Florida at Large
My Commission Expires: 11/25/13

Exhibit "A"

Disclosure of Ownership Interests in Affiant

All entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation.

Name	Address
Chris Richey	2338 Clearspring Dr N Irving TX 75063
Ralph O'Connor	10000 Memorial Dr Ste 510 Houston TX 77024
John O'Connor	35 Wilmot Center Rd Wilmot NH 03287
Dr. John Vandermeer	5323 N. Central Expressway Dallas TX 75205
Robert L. Richey	8020 Tangletree Way Roswell GA 30075
Ray Cabillot	14031 Greenway Ave Prior Lake MN 55372
Brian Campbell	2754 Keller Springs Pl Carrollton TX 75006