

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Midwest Veterinary Supply, Inc.

ADDRESS 21467 Holyoke Ave

CITY/STATE/ZIP CODE Lakeville, MN, 55044

NAME OF CORPORATE/COMPANY OFFICIAL Jennifer Flickinger
PLEASE TYPE OR PRINT CLEARLY

TITLE Business Development Associate

AUTHORIZED OFFICIAL SIGNATURE *Jennifer Flickinger*

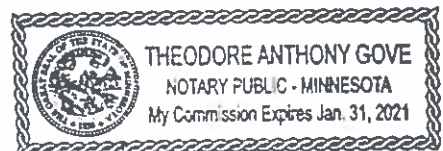
DATE 8-30-19

TELEPHONE (952) 894-4350

FAX No. ()

Subscribed and Sworn to
Before me this 3 day
of SEPTEMBER, 2019

Theodore Anthony Gove
Notary Public



STATE OF ILLINOIS)
)
County of Kane) ss.

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 30 day of SEPTEMBER, 2019.

By Jennifer Litzinger
(Signature of Bidder's Executing Officer)
Jennifer Litzinger
(Print name of Bidder's Executing Officer)
Business Development Associate
(Title)

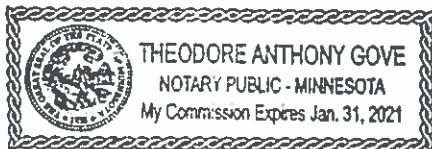
ATTEST/WITNESS:

By Theodore A. Gove - THEODORE
Title NOTARY

Subscribed and sworn to before me this
30 day of SEPTEMBER, 2019.

Theodore A. Gove
Notary Public

(SEAL)



University References

<p>University of Wisconsin School of Veterinary Medicine 2015 Linden Dr. W. Madison, WI 53706 Sara Noyes 608-263-7546</p>	<p>Diana M Creswell CVT, LAT Senior Veterinary Technician Research Animal Resources University of Minnesota 2001 6th St SE Lions Research Building 110C Minneapolis, MN 55455 612-625-3006 freem058@umn.edu</p>
<p>Iowa State University 2412 Lloyd Vet Medical CTR Ames, IA 50011 Tiffany Jeanes or Kelly Freel 515-294-9918</p>	<p>University of Pennsylvania RM 440 Franklin Building 3451 Walnut St. Philadelphia, PA 19104 Mary Lou Rosazza 610-925-6204 Tricia Evans 610-925-6204 Bethanne Walters 215-898-4078 Mary Ann Pickles 610-925-6204</p>

Midwest Veterinary Supply Inc
Jennifer Sturini 8/30/19

**CITY OF AURORA
INVITATION TO BID
19-17
VETERINARY MEDICAL SUPPLIES FOR THE AURORA ANIMAL CARE & CONTROL**

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: 952-894-4350

To place an order:

Name: Gayle Lacquement
Ph: 515-333-5919 Fax: _____
E-mail: gayle.lacquement@midwestvet.net

Billing & Invoicing question:

Name: accounts receivable team
Ph: 952-894-4350 Fax: _____
E-mail: ar2@midwestvet.net

Questions:

Name: Jennifer Flickinger
Ph: 952-894-4350 Fax: _____
E-mail: jennifer.flickinger@midwestvet.net

Bidder's Name: Midwest Veterinary Supply, Inc.
Signature & Date: Jennifer Flickinger 8/30/19

GROUP 1: DEWORMER

PRODUCT	DETAIL	SIZE	ANNUAL ESTIMATE	UNIT PRICE	EXTENSION
Pyrantel Pamoate Suspension	Pyrantel base 50 mg/ml	32 Fl Oz Bottle	10	\$18.40	\$184.00
Albon Oral Suspension 5%	250 mg/5ml	473 ml Bottle	1	\$72.55	\$72.55
Panacure (fenbendazole)	Powder-granules 22.2%, 222 mg/g	1 lb Bottle	2	\$349.80	\$699.60
Panacure Liquid Suspension 10%	100m mg/ml		2	\$117.75	\$235.50
Droncit (for cats)	50 tablet bottle		1	\$493.34	\$493.34
				Total Group 1	\$1684.99

GROUP 2: ANTIBIOTICS

PRODUCT	DETAIL	SIZE	ANNUAL ESTIMATE	UNIT PRICE	EXTENSION
Clavamox	62.5mg		5	\$43.60	\$218.00
Clavamox Liquid	15 ml		40	\$186.00	\$744.00
Camoxycillin	125 mg		5	\$1.52	\$7.60
Trihydrate/Clavulante Postassium	250 mg			\$196.87	\$196.87
Cephalexin Capsules	250 mg	500 Count	5	\$23.90	\$119.50
Cephalexin Capsules	500 mg	500 Count	5	\$35.68	\$178.38
Doxycycline Tablets	50 mg	500 Count	3	N/A	N/A
Doxycycline Tablets	100 mg	500 Count	3	\$39.36	\$118.08
PRODUCT	DETAIL	SIZE	ANNUAL ESTIMATE	UNIT PRICE	EXTENSION
Metronidazole Tablets	250 mg	100 tablets	1	\$4.57	\$4.57
				Total Group 2	\$1587.03

GROUP 3: EYES/EARS

PRODUCT	DETAIL	SIZE	ANNUAL ESTIMATE	UNIT PRICE	EXTENSION
Tobramycin		5 ml Bottle	20	\$2.69	\$53.80
Neomycin		5 ml Bottle	10	\$5.56	\$22.24
Flurbiprofen		2.5 ml Bottle	5	\$22.70	\$113.48
Flurbiprofen		5 ml Bottle	5	N/A	N/A
Optixcare eye lube plus		20 G Tube	10	\$12.99	\$129.90
Ear Cleaning Solution		12 Fl Ounce Bottle	10	\$10.49	\$104.92
Dermalone Ointment		8 Fl Ounce Bottle	10	\$3.38	\$33.82
Noromectin	(Ear mites)	50 ml	2	\$22.14	\$44.28
				Total Group 3	\$502.44

GROUP 4: PAIN

PRODUCT	DETAIL	SIZE	ANNUAL ESTIMATE	UNIT PRICE	EXTENSION
Rimadyl or Carprovet	Carprofen-100 mg	180 Count Bottle	3	\$71.26	\$213.78
				Total Group 4	\$213.78

GROUP 4: SKIN

PRODUCT	DETAIL	SIZE	ANNUAL ESTIMATE	UNIT PRICE	EXTENSION
Humilac Spray		8 Fl Ounce Bottle	2	\$11.34	\$22.68
Betagen Spray		8 Fl Ounce Bottle	2	\$4.03	\$8.06
Mica Ved Lotion	1%	60 ml Bottle	3	\$3.86	\$11.58
Pharmaseb Shampoo		16 Ounce Bottle	15	\$17.58	\$263.70
Silver Sulfadiazine Cream		50 G Bottle	1	\$4.74	\$4.74
Styptic Powder		1.5 Oz Bottle	2	\$4.29	\$8.58
				Total Group 4	\$323.37

GROUP 5:FLEA/TICK

PRODUCT	DETAIL	SIZE	ANNUAL ESTIMATE	UNIT PRICE	EXTENSION
Parastar	4-22lb ORANGE	10x3 ct		\$215.12	\$215.12
Capstar	2-25 lbs	60 tablets		\$220.86	\$220.86
Capstar	Over 25 lbs	60 tablets		\$234.40	\$234.40
Frontline spray		8.5 Fl Ounce Bottle	1	\$143.52	\$143.52
				Total Group 5	\$813.90

GROUP 5: VACCINES

PRODUCT	DETAIL	SIZE	ANNUAL ESTIMATE	UNIT PRICE	EXTENSION
Bordetella			1000	\$148.75	\$5,950.00
Distemper/			1000	\$182.75	\$7,310.00
Adenovirus/Coronavirus/Parainfluenza/parvovirus			1000	\$447.25	\$17,890.00
Fel-O Guard Plus 4			750	\$139.99	\$4,199.70
Rabies Vaccine			750	\$127.50	\$1,912.50
				Group 5 Total	\$37262.20

GROUP 6: OTHER

PRODUCT	DETAIL	SIZE	ANNUAL ESTIMATE	UNIT PRICE	EXTENSION
Lactated Ringers		1000 ml		\$4.66	\$4.66
IV Administration Set	IV Line			\$2.75	\$2.75
Viralys	Lysine	21.2 Oz Alt: 5 oz	2	\$13.57	\$27.14
				Total Group 6	\$34.55

**CITY OF AURORA
BID PROPOSAL FORM**

19-17

VETERINARY MEDICAL SUPPLIES FOR THE AURORA ANIMAL CARE & CONTROL

I/WE propose to furnish the work shown on the attached Specifications to Bid at the following delivered price. **The City reserves the right to award the bid cumulatively for all sections or individually.**

<u>Summary of Appendix E</u>	<u>TOTAL NET BID PRICE</u>
GROUP 1: Dewormer	\$1684.99
GROUP 2: Antibiotics	\$1587.03
GROUP 3: Eyes/Ears	\$502.44
GROUP 4: Pain	\$213.78
GROUP 5: Skin	\$323.37
GROUP 6: Flea/Tick	\$813.90
GROUP 7: Vaccines	\$37262.20
GROUP 8: Other	\$34.55
Total all Groups	\$42422.26

Completely fill-out and include with your bid APPENDIX B.

Contract extension year, percentage mark-up per item, for:

2020 0 % 2021 0 %

Price per item quoted must be all inclusive. Veterinary medical supply will be ordered on an as needed basis. No additional charges over base Bid Proposal price will be accepted without written approval of the City of Aurora Director of Purchasing.

 x We will We will not: Offer the following across catalog discounts for all veterinary supply items not listed on the core list.

Our catalog discount percentage offer is: 5 % off (across catalog)

Exceptions: (Please list any exceptions to catalog discount):

 The percent off discount applies to all items that are not price locked by the manufacture.

CITY OF AURORA
BID PROPOSAL FORM
19-17

VETERINARY MEDICAL SUPPLIES FOR THE AURORA ANIMAL CARE & CONTROL

The City of Aurora reserves the right to sever the contract and request that the City Council award remainder of contract to the next lowest responsible bidder if these delivery schedules cannot be maintained.

No additional charges over total net bid price will be accepted without written approval of the Purchasing Director.

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

BID SUBMITTED BY

COMPANY Midwest Veterinary Supply, Inc.


ADDRESS 21467 Holyoke Ave

CITY, STATE, ZIP Lakeville, MN, 55044

PREPARER'S NAME Jennifer Flickinger
Please Type

CONTACT PERSON Jennifer Flickinger
Please Type

EMAIL jennifer.flickinger@midwestvet.net

AUTHORIZED SIGNATURE 
Title

PHONE #(952) 894-4350 FAX #() DATE 8/30/19

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this 4 day of Sept2019 (“Effective Date”), for **Veterinary Medical Supplies for the Aurora Animal Care & Control** is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Midwest Veterinary Supply, Inc. (“Bidder”), located at 21467 Holyoke Ave Lakeville, MN, 55044.

WHEREAS, the City issued an Invitation to Bid 19-17 **Veterinary Medical Supplies for the Aurora Animal Care & Control**; and

WHEREAS, the Bidder submitted a Bid Proposal in response to the BID and represents that it is ready, willing and able to perform the Services specified in the BID and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, _____, 2019, the City’s awarded a contract to Bidder.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Bidder’s response to the BID, to the extent it is consistent with the terms of the BID, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 19-17

In connection with the BID and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the BID and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Bidder shall perform the Services listed in the Scope of Services, attached hereto as Exhibit I.

3. **Term.** This agreement is for an initial one year term beginning October 1, 2019 and unless sooner terminated, ending December 31, 2020. This agreement has options for two 1-year extensions subject to mutual consent between the City of Aurora and Bidder.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Contractor’s Bid Proposal, the maximum price for providing the Services shall be in accordance to the pricing on the BID proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. Schedule of Payment. The City shall pay the Contractor for the Services in accordance with the amounts set forth in Exhibit 2. The Contractor shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within thirty (30) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Contractor of the percentage of completion of the Services through the date of the invoice, where applicable.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

Notwithstanding the foregoing, Bidder shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Bidder the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Bidder's performance of Services as set forth in this Agreement.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. **Miscellaneous Provisions.**

a. **Illinois Freedom of Information Act.** The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME Midwest Veterinary Supply, Inc.

(SEAL)

By Amy F. Schubert
President - Contractor

ATTEST:

Jeffrey D. Burkham
Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____ (SEAL)

_____ (SEAL)

Contractor



0002860221



**BUSINESS CORPORATION
ANNUAL REPORT**
SECRETARY OF STATE
(See SFN 13016)

For Office Use Only

-FILED-

SOS Control ID#: 0000060914

Date Filed: 7/29/2019

FILING FEE:

- \$25 if postmarked on or before August 1, 2019;
- \$45 if postmarked after August 1, 2019, but on or before November 1, 2019; and
- \$85 if postmarked after November 1, 2019, but on or before August 1, 2020.

Corporation Name MIDWEST VETERINARY SUPPLY, INC. State or country of origin: NORTH DAKOTA											
Principal Executive Office Address 21467 HOLYOKE AVE LAKEVILLE, MN 55044-7303											
Mailing Address 21467 HOLYOKE AVE LAKEVILLE, MN 55044-7303											
Registered Agent in North Dakota C T CORPORATION SYSTEM Commercial Registered Agent Physical Address 120 W SWEET AVE BISMARCK, ND 58504-5566 Mailing Address 120 W SWEET AVE BISMARCK, ND 58504-5566											
Character of the Business Wholesale Distribution											
Shares 8000000											
Share Classes <table border="1"> <thead> <tr> <th>Class/Series</th> <th>Number of Shares Authorized to Issue</th> <th>Par Value Per Share</th> <th>Number of Shares Issued</th> </tr> </thead> <tbody> <tr> <td>COMMON</td> <td>8000000</td> <td>1</td> <td>7,123,571</td> </tr> </tbody> </table>				Class/Series	Number of Shares Authorized to Issue	Par Value Per Share	Number of Shares Issued	COMMON	8000000	1	7,123,571
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COMMON	8000000	1	7,123,571								
Officers and Directors <table border="1"> <thead> <tr> <th>Name of Officer or Director</th> <th>Complete Mailing Address</th> </tr> </thead> <tbody> <tr> <td>Guy Flickinger</td> <td>21467 Holyoke Avenue Lakeville, MN 55044-7303</td> </tr> <tr> <td>Jeffery Burkhamer</td> <td>21467 Holyoke Avenue Lakeville, MN 55044-7303</td> </tr> <tr> <td>Scott Davis</td> <td>21467 Holyoke Avenue Lakeville, MN 55044-7303</td> </tr> </tbody> </table>				Name of Officer or Director	Complete Mailing Address	Guy Flickinger	21467 Holyoke Avenue Lakeville, MN 55044-7303	Jeffery Burkhamer	21467 Holyoke Avenue Lakeville, MN 55044-7303	Scott Davis	21467 Holyoke Avenue Lakeville, MN 55044-7303
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Jeffery Burkhamer	21467 Holyoke Avenue Lakeville, MN 55044-7303										
Scott Davis	21467 Holyoke Avenue Lakeville, MN 55044-7303										
<input checked="" type="checkbox"/> The officers and directors identified above include at least a president, a secretary, a treasurer, and a director.											

B0203-7474 07/29/2019 Received by ND Secretary of State Alvin A. Jaeger



Signature

I, the undersigned, am authorized to sign this Annual Report, know the contents, and believe the statements contained within to be true. I understand that if I make a false statement, I may be subject to criminal penalties.

Guy Flickinger

07/29/2019

Sign Here

Date

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of MIDWEST VETERINARY SUPPLY, INC.

SOS Control ID#: 0000060914

Certificate #: 016430221

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

MIDWEST VETERINARY SUPPLY, INC.

a Corporation - Business - Domestic was formed under the laws of NORTH DAKOTA and filed with this office effective October 26, 1999. This entity has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: April 15, 2019

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State